

## FRANCHISE DISCLOSURE DOCUMENT



FLEET FEET, INCORPORATED  
A North Carolina Corporation  
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Carrboro, NC 27510  
(919) 942-3102  
[www.fleetfeet.com](http://www.fleetfeet.com)  
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The franchisee will operate a brick-and-mortar retail store selling specialty running and fitness merchandise, training programs, and services under the name of "Fleet Feet®" and other service marks.

The total investment necessary to begin the operation of a single-unit FLEET FEET brick-and-mortar retail store and related services is from ~~\$228,500~~ \$352,000 to ~~\$545,000~~ \$651,500. This includes between \$22,500 and ~~\$47,055~~ \$45,750 which must be paid to the franchisor or its affiliates.

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 the Franchise Administration Department of FLEET FEET, INCORPORATED at 310 East Main Street, Suite 200, Carrboro, NC 27510, (919) 942-3102.

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](http://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 agency about them.

Issuance Date: April 3, 2025, as amended April 23, 2025 and January 8~~2~~2, 2026

## 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                                                                                                                                                                                                                                 |
|------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>How much can I earn?</b>                                                              | 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 B. |
| <b>How much will I need to invest?</b>                                                   | Items 5 and 6 list fees you will be paying to the franchisor or at the <del>franchisor's</del> <u>franchisor's</u> direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.                                   |
| <b>Does the franchisor have the financial ability to provide support to my business?</b> | Item 21 or Exhibit C includes financial statements. Review these statements carefully.                                                                                                                                                                    |
| <b>Is the franchise system stable, growing, or shrinking?</b>                            | Item 20 summarizes the recent history of the number of company-owned and franchised outlets.                                                                                                                                                              |
| <b>Will my business be the only FLEET FEET business in my area?</b>                      | Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.                                                                                                             |
| <b>Does the franchisor have a troubled legal history?</b>                                | Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.                                                                                                                      |
| <b><del>What's</del><u>What's</u> it like to be a FLEET FEET franchisee?</b>             | Item 20 or Exhibit B lists current and former franchisees. You can contact them to ask about their experiences.                                                                                                                                           |
| <b>What else should I know?</b>                                                          | 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***

**Continuing responsibility to pay fees.** You may have to pay royalties and other fees even if you are losing money.

**Business model can change.** 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.

**Supplier restrictions.** 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.

**Operating restrictions.** 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.

**Competition from franchisor.** 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.

**When your franchise ends.** 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 the 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 F.

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.

### Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in North Carolina. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in North Carolina than in your own state.
2. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.
3. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
4. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

THE FOLLOWING PROVISIONS APPLY ONLY TO TRANSACTIONS GOVERNED BY  
THE MICHIGAN FRANCHISE INVESTMENT LAW

**The state of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you.**

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the ~~franchisee's~~franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if:

(i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of ~~franchisor's~~franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the ~~franchisor's~~franchisor's then current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL. Any questions regarding the notice should be delivered to the Department of the Attorney General, Department of Licensing and Regulatory Affairs, Corporations, Securities and Commercial Licensing Bureau, 2501 Woodlake Circle, Okemos, MI 48864, Telephone: (517) 241-6470.

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*[Link-to-previous setting changed from on in original to off in modified.]*.

|           |                                               |
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## **ITEM 1. THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES**

THE FRANCHISOR. To simplify the language in this disclosure document, “we,” “us,” or “FLEET FEET” means FLEET FEET, INCORPORATED or in the case of our e-commerce platform, our affiliate, FFS Digital, LLC. “You” means the company which buys the franchise and such company’s owners, partners, members, shareholders, and guarantors. As used in this disclosure document, the term “affiliate” means an entity’s subsidiary or parent and an entity controlled by, controlling, or under common control with, another entity. We are a North Carolina corporation. Our principal business address is 310 East Main Street, Suite 200, Carrboro, NC 27510 and our mailing address is Post Office Box 1269, Carrboro, NC 27510. Our North Carolina registered agent is Ritchie W. Taylor and the registered ~~agent~~agent’s address is 3605 Glenwood Avenue, Ste. 500, Raleigh, NC 27612. Exhibit F identifies the names and addresses of our agents for service of process in certain states that require we appoint them upon our registration there.

Since December 11, 2002, we have sold FLEET FEET (previously FLEET FEET SPORTS) franchises for the operation of retail stores and related services utilizing “FLEET FEET” and the other marks identified in Item 13 (“~~Trademarks~~Marks”) and provide our services, training, and support to FLEET FEET franchisees. We do business and intend to do business under the names FLEET FEET, INCORPORATED and FLEET FEET. Although our affiliates own and operate FLEET FEET stores, we do not. We do not engage in any other business other than offering franchises of this type, and we have never sold franchises in any other lines of business.

### OUR PARENTS, PREDECESSORS AND AFFILIATES.

Our parent is ONWARD OUTDOOR BRANDS, LLC (“ONWARD OUTDOOR BRANDS”). From 2012 to 2023, ONWARD OUTDOOR BRANDS operated under the name “FLEET FEET SPORTS, LLC.” ONWARD OUTDOOR BRANDS has never operated businesses of the type being franchised and has never sold franchises of the type being franchised or in any other line of business. ONWARD OUTDOOR BRANDS shares our address and is a North Carolina limited liability company formed on February 10, 2012.

ONWARD OUTDOOR BRANDS is owned by certain members of our management and INVESTOR’S MANAGEMENT CORPORATION (“IMC”), a North Carolina corporation incorporated on July 8, 1971, and located at 801 N. West Street, Raleigh, North Carolina 27603.

Our affiliate, FLEET FEET SPORTS DEVELOPMENT COMPANY, LLC (“FFSDC”), is a North Carolina limited liability company formed on April 13, 2012. FFSDC operates company-owned locations across the United States; FFSDC has owned and operated multiple FLEET FEET locations since 2012. Effective January 1, 2026, our affiliate RUNNING LOGISTICS, LLC, a North Carolina limited liability company (“Running Logistics”), and our affiliate, J STREET 1976, LLC (“J Street 1976”), were merged into

FFSDC. As a result of this merger, FFSDC now purchases in bulk, stores, and distributes certain optional or required products to our franchisees (a function previously performed by Running Logistics) and operates additional FLEET FEET locations that were previously operated by J Street 1976. FFSDC shares our principal place of business. FFSDC has never sold franchises in any line of business or offered franchises of the type being offered.

Our affiliate, FFS DIGITAL, LLC (“FFS Digital”) is a North Carolina limited liability company formed on May 23, 2014. We have licensed to FFS Digital the exclusive right to operate an e-commerce platform. FFS Digital has never operated a business of the type being franchised or sold franchises of the type being offered here or in any other type of business. FFS Digital shares our principal place of business. The e-commerce program operated by FFS Digital is described below.

In August 2022, our affiliate, MARATHON SPORTS, LLC (“Marathon Sports”), acquired specialty running stores that were branded under the MARATHON SPORTS trademark, among others. Marathon Sports is a North Carolina limited liability company formed on June 2, 2022. Marathon Sports operates these specialty running stores in the northeastern region of the United States. ~~This affiliate~~ Marathon Sports also operates an e-commerce platform and sells certain products on Amazon. Marathon Sports has never sold franchises of any type. The principal place of business for Marathon Sports is ~~at 838 Moody St.~~ 117 Beaver Street, Waltham, Massachusetts 0245302452.

The following affiliates of IMC are involved in franchising:

Since April 1986, IMC, through GOLDEN CORRAL CORPORATION (“GCC”) and GCC’s wholly owned subsidiary, GOLDEN CORRAL FRANCHISING SYSTEMS, INC. (“Golden Corral”) has franchised the Golden Corral Buffet & Grill concept. GCC has never granted franchises in any other line of business. GCC, IMC and Golden Corral are all located at 5151 Glenwood Avenue, Raleigh, North Carolina 27612.

RIGHT AT HOME, LLC (“RAH”) was originally formed as a Nebraska corporation on July 8, 1999, and converted to a Delaware limited liability company on August 12, 2016. Its principal business address is 6700 Mercy Road, Suite 400, Omaha, Nebraska 68106. RAH offers franchises that provide personal care, non-medical care, in-home care assistance, and companionship care services under the name “Right at Home.” RAH has never granted franchises in any other line of business. RAH does not operate any FLEET FEET stores. RAH has offered franchises since May 2000.

RIGHT AT HOME INTERNATIONAL, LLC (“RAHI”) was ~~incorporated~~ originally formed as a Nebraska corporation in March 2009 and converted to a Delaware limited liability company on August 12, 2016. Its principal business address is 6700 Mercy Road, Suite 400, Omaha, Nebraska 68106. RAHI offers international master franchisee rights for the “Right at Home” system described above. RAHI has never granted franchises in any other line of business. RAHI does not operate any FLEET FEET stores. RAHI has offered international franchises since March 2009.

IKOR INTERNATIONAL, ~~INC. LLC~~ ("IKOR") was ~~incorporated~~originally formed as a Nebraska corporation on February 10, 2014, and converted to a Delaware limited liability company on August 12, 2016. Its principal business address is 511 School House Rd., Suite 600, Kennett Square, Pennsylvania 19348. IKOR grants franchises offering healthcare advocacy, financial advocacy, and personal and estate guardianship services to seniors and people with disabilities under the name "IKOR." IKOR has never granted franchises in any other line of business. IKOR does not operate any FLEET FEET stores. IKOR began offering franchises in 2014.

We have no other parents, predecessors, or affiliates required to be disclosed.

THE FRANCHISE OFFERED. As a FLEET FEET franchisee, you will own and operate a brick-and-mortar retail store selling specialty running and fitness merchandise, training programs, and services ("Franchised Business"). Franchised Businesses emphasize the sale of specialty running footwear, apparel, accessory products, training and running programs, and related services and are characterized by a unique system that includes: merchandising and distribution strategies; distinctive design, décor, and color scheme, and furnishingsschemes; hardware and software ~~programs~~; standards, specifications, and procedures for operations; training and assistance; proprietary product lines and fit id® technology; and advertising and promotion programs; all of which we may improve, amend, and further develop from time to time, including by adding or removing product and service offerings. You and your sales staff are expected to carry and to be uncommonly knowledgeable about top merchandise of interest to competitive athletes and other populations who are our customers. We encourage our franchisees to be community-oriented and particularly involved in and with the athletic lives of their runner, walker, and triathlete communities.

Our franchisees currently must participate in our affiliate's e-commerce activities in accordance with our Brand Standards Manual (referred to in this disclosure document as the "Brand Standards Manual"). Franchisees, in exchange, receive payments from FFS Digital based on sales to customers in ~~the~~the e-commerce area. The we assign to them. Your assigned e-commerce area is not the same as your franchise Territory.

Certain franchisees ~~can~~may also elect to provide fulfillment services to our e-commerce platform by signing our Fulfillment Service Provider Agreement and agreeing to abide by ~~the~~its terms.

REGULATIONS, MARKET, AND COMPETITION. There are no regulations known to us specific to the operation of athletic footwear, equipment, and apparel stores such as a Franchised Business. However, state and local jurisdictions have enacted laws, rules, regulations, ordinances, and industry standards that may apply to the operation of your Franchised Business, including those that (a) establish general standards, specifications, and requirements for the construction, design, and maintenance of the store's premises; (b) regulate matters affecting the health, safety, and welfare of your customers, ~~and~~ as well as participants in your training program; (c) set standards pertaining to employee health and safety; (d) set standards and requirements for fire safety and general emergency preparedness; (e) govern the processing of credit cards,

including PCI Data Security Standards; (f) govern the collection, use, disclosure, and security of personal information, including customer information; (g) govern your relationship with your employees, including the types of competition restrictions you can require; and (h) pertain to the implementation of the Affordable Care Act and the Americans with Disabilities Act. You may employ salaried help and/or independent contractors and will be required to observe general employment laws and regulations. You should investigate whether there are regulations and requirements that may apply to the geographic area in which you are interested in locating your Franchised Business and should consider both the effect and cost of compliance.

Since you accept credit cards as a method of payment at your Franchised Business, you must comply with payment card infrastructure (“PCI”) industry and government requirements. “PCI security standardsData Security Standards” are technical and operational requirements designed to protect cardholder data. The standards apply to all organizations that store, process or transmit cardholder data and cover technical and operational payment system components involving cardholder data. Your credit card processing provider should assist you with this compliance.

The general market for specialty running merchandise is well-developed. FLEET FEET franchises will compete for customers with retailers, large and small, national and local, franchised and non-franchised, oriented to the athlete and oriented to the general public. These competitors may have brick-and-mortar stores and/or may operate withthrough e-commerce. You should carefully assess both the competitive situation in your area of choice and your personal affinity for the industry before entering into this business. FLEET FEET stores provide products and services for both serious athletes and general consumers interested in fitness and running. There may be seasonality to your sales. However, the seasonality will vary by the geography in which you operate.

## **ITEM 2. BUSINESS EXPERIENCE**

| Name                  | Position & Office           | Principal Occupation During the Past 5 Years                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------------------|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| JIM HYLER             | Chairman of Board, Director | <p>Mr. Hyler has served as a Director of ONWARD OUTDOOR BRANDS, FLEET FEET, INCORPORATED, and FFSDC since May 2012, <u>and</u> of FFS DIGITAL since May 2014. Mr. Hyler also served as a Director of RUNNING LOGISTICS from March 2021 through December 2025, and of J STREET 1976 from December 2021 through December 2025. Since August 2022, he has served as a Director of MARATHON SPORTS, which has headquarters in Waltham, Massachusetts. He</p> <p><u>Mr. Hyler has served as Chairman of the Board of ONWARD OUTDOOR BRANDS, FLEET FEET, INCORPORATED, FFSDC, and of FFS Digital since June 2017. He has served as Chairman of the Board of MARATHON SPORTS since August 2022. Mr. Hyler served as Chairman of the Board of RUNNING LOGISTICS from March 2021 through December 2025, and of J STREET 1976 from December 2021 through December 2025, and of MARATHON SPORTS since August 2022.</u></p> <p>Since May 2008 <del>he</del>, <u>Mr. Hyler</u> has <del>also</del> served as a member of IMC's Board of Directors in Raleigh, North Carolina. Since February 2013, he has served as Director of lifestyle clothing company PETER MILLAR LLC headquartered in Raleigh, North Carolina. Since August 2016, he has served on the board of RiseMark Brands, headquartered in Omaha, Nebraska. Since 2022, Mr. Hyler has served as a Director of Orlando Health, a hospital system based in Orlando, Florida.</p> |
| RICHARD URQUHART, III | Director                    | <p>Mr. Urquhart has served as a Director of ONWARD OUTDOOR BRANDS, FLEET FEET, INCORPORATED, and FFSDC since May 2012, <u>and</u> of FFS DIGITAL since May 2014. <u>He also served as a Director of RUNNING LOGISTICS from March 2021 through December 2025, and of J STREET 1976 from December 2021 through December 2025. Since August 2022, he has served as a Director for MARATHON SPORTS, which has headquarters in Waltham, Massachusetts.</u></p> <p><del>Since May 2019, he has</del> <u>Mr. Urquhart</u> served as a director of Dogwood State Bank in Raleigh, North Carolina <u>from May 2019 to January 2026</u>. Additionally, he serves on the board of trustees of Meredith College, the Board of Directors of Boys and Girls Clubs of Wake County, and the Public School Forum of North Carolina, all located in Raleigh, North Carolina. In addition to serving on the IMC board, he also serves on the board of Arcadia Beverage</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

|                       |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                       |          | Company, headquartered in Arden, North Carolina. Until June 2021, he served on the boards of Alliance Lumber, headquartered in Glendale, Arizona, and JP Hart Lumber, headquartered in San Antonio, Texas.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| WILLIAM SCOTT MAHONEY | Director | <p>Mr. Mahoney has served as a Director of ONWARD OUTDOOR BRANDS, FLEET FEET, INCORPORATED, FFSDC, <u>and</u> FFS DIGITAL since March 2022. From March 2022 to December 2025, Mr. Mahoney also served as a Director of RUNNING LOGISTICS and J STREET 1976. Since August 2022, he has served as a Director of MARATHON SPORTS, which has headquarters in Waltham, Massachusetts.</p> <p>Since June 2005, Mr. Mahoney has served as Chairman and Chief Executive Officer of Peter Millar, LLC, which is headquartered in Raleigh, North Carolina.</p>                                                                                                                                                                                                                                                                                                                                                                 |
| JAMES LACKLAND        | Director | <p>Mr. Lackland has served as a Director of ONWARD OUTDOOR BRANDS, FLEET FEET, INCORPORATED, FFSDC, and FFS DIGITAL since September 2020. <u>He also served as a Director of RUNNING LOGISTICS from March 2021 to December 2025,</u> and of J STREET 1976 from December 2021 to December 2025. Since August 2022, he has served as a Director of MARATHON SPORTS, which has headquarters in Waltham, Massachusetts.</p> <p><u>Since March 2026, Mr. Lackland has served as the Chief Financial Officer of Camp Corral in Raleigh, North Carolina. In November 2019, Mr. Lackland co-founded Core Ai Corporation, located in Cary, North Carolina and has since served as its Chief Financial Officer. Additionally, beginning in July 2017, Mr. Lackland has served as a <del>Business Development and</del> Fractional Practice Manager for Skin Wellness Dermatology Associates in Durham, North Carolina.</u></p> |
| JENNIFER MOSES        | Director | <p>Since December 2024, Ms. Moses has served as a Director of ONWARD OUTDOOR BRANDS, FLEET FEET, INCORPORATED, FFSDC, FFS DIGITAL, and MARATHON SPORTS. From December 2024 to December 2025, Ms. Moses also served as a Director of RUNNING LOGISTICS and J STREET 1976. MARATHON SPORTS has headquarters in Waltham, Massachusetts.</p> <p><u>Since April 2023—<del>she</del>, Ms. Moses has served as Chief Financial Officer for IMC, located in Raleigh, North Carolina. Since May 2025, Ms. Moses has served on the Board of Directors for PYM Holdings, LLC, located in Falls Church, Virginia. Since January 2024, she has served on the Board of Directors for STI Group, Inc., headquartered</u></p>                                                                                                                                                                                                        |

|              |                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------|-------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|              |                                                 | <p>in Macon, Georgia. Since July 2021, she has served on the Board of Directors for Viridian Therapeutics, Inc., headquartered in Waltham, Massachusetts. From February 2015 to March 2023, she was Chief Financial Officer with G1 Therapeutics, Inc., based in Research Triangle Park, North Carolina. <del>Since July 2021 she has served on the Board of Directors for Viridian Therapeutics, Inc., headquartered in Waltham, Massachusetts, and since January 2024 she has served on the Board of Directors for STI Group, Inc., headquartered in Macon, Georgia.</del></p>                                                                                                                                                                                                                                                                                                                                                     |
| TOM PASHLEY  | Director                                        | <p>Since March 2025, Mr. Pashley has served as a Director of ONWARD OUTDOOR BRANDS, FLEET FEET, INCORPORATED, FFSDC, FFS DIGITAL, and MARATHON SPORTS. From March 2025 to December 2025, Mr. Pashley also served as a Director of RUNNING LOGISTICS and J STREET 1976. MARATHON SPORTS has headquarters in Waltham, Massachusetts.</p> <p>Since October 2014, Mr. Pashley has served as President of Pinehurst Resort and Country Club in Pinehurst, North Carolina.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| JOEY POINTER | President and Chief Executive Officer, Director | <p>Mr. Pointer has served as President and Chief Executive Officer and as a Director of ONWARD OUTDOOR BRANDS, FLEET FEET, INCORPORATED, FFSDC, and FFS Digital since June 2017. From March 2021 to December 2025, Mr. Pointer served as President and Chief Executive Officer, and as a Director, of RUNNING LOGISTICS. From December 2021 to December 2025, Mr. Pointer served as President and Chief Executive Officer, and as a Director, of J STREET 1976. Since August 2022, he has served as a Director and Chief Executive Officer for MARATHON SPORTS, which has headquarters in Waltham, Massachusetts. He has served as a Director of The Original, LLC since October 2016.</p> <p>Since August 2023, Mr. Pointer has served on the board of directors for the non-profit Girls On the Run International, which is headquartered in Charlotte, North Carolina. Mr. Pointer is a licensed Certified Public Accountant.</p> |
| JASON JABAUT | Chief Operating Officer                         | <p>Mr. Jabaut has served as our Chief Operating Officer since June 2021. From July 2019 to June 2021, he served as our Vice President of Digital.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| AMY DIEBLER  | Chief Financial Officer                         | <p>Ms. Diebler has served as our Chief Financial Officer since August 2024.</p> <p>From September 2021 to May 2024 she served as Chief</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

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|                        |                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|------------------------|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                        |                                       | Financial Officer for Verdesian Life Sciences in Cary, North Carolina. From March 2014 to August 2021 she served as Chief Financial Officer for Chiesi USA in Cary, North Carolina.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| DANI TILTGEN           | Vice President, Human Resources       | Ms. Tiltgen has served as our Vice President of Human Resources since March 2019 and Assistant Secretary since March 2021 for ONWARD OUTDOOR BRANDS, FLEET FEET, INCORPORATED, FFSDC, and FFS Digital as well as The Original, LLC and Run Together, LLC, (formerly Robinsons On The Run, LLC). From March 2021 to December 2025, Ms. Tiltgen also served as Assistant Secretary for RUNNING LOGISTICS. Since August 2022, she has served as Vice President and Assistant Secretary for MARATHON SPORTS, which has headquarters in Waltham, Massachusetts.                                                                                                                                                   |
| MATT WERDER            | Vice President, Retail Operations     | Since November 2021, Mr. Werder has served as our Vice President of Retail Operations. Previously he served as our Senior Director of Retail Operations from January 2021 to November 2021 and as Director of Retail Experience from March 2019 to January 2021.                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| MARY-CHELSE A BANISTER | Vice President, Strategy              | <p>Since February 2025, Ms. Banister has served as our Vice President of Strategy. Previously she served as our Vice President of Supply Chain Transformation from April 2024 to February 2025.</p> <p>From July 2020 to November 2023, she held positions with Free Fly apparel in Charleston, South Carolina. Specifically, from March 2023 to November 2023 she was a senior business development manager, from July 2021 to March 2023 she was a senior operations manager, and from July 2020 to July 2021 she was an operations manager. <del>From July 2018 to July 2020, she was an Omnichannel Senior Analyst for Carters, Inc. in Atlanta, GA.</del></p>                                           |
| JONATHAN SIPLING       | Vice President, Marketing and Digital | <p>Since October 2024, Mr. Sipling has served as our Vice President of Marketing and Digital.</p> <p>From March 2023 to January 2024, he was the Senior Vice President and Chief Marketing Officer for Dish Wireless in Littleton, Colorado. From January 2022 to July 2022, he was the Chief Revenue Officer for Elevate Brands in Austin, Texas. From December 2020 to January 2022 he was the Chief Marketing Officer for the Specialty, Luxury, and Professional division of Wayfair in Boston, Massachusetts. From September 2017 to December 2020, he was the Vice President of Marketing for Audible and the Director of Global Startup Marketing for Amazon Web Services in Seattle, Washington.</p> |
| JASON                  | Vice President,                       | Since September 2025, Mr. Williams has served as our                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

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|                       |                                                           |                                                                                                                                                                                                                                                                                                             |
|-----------------------|-----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| WILLIAMS              | Store Development and Real Estate                         | Vice President of Store Development and Real Estate.<br>From September 2013 to August 2025, Mr. Williams served as the Senior Director of Real Estate for The Orvis Company, Inc. in Sunderland, Vermont.                                                                                                   |
| STACEY DONLEY         | Vice President, Merchandising Strategy & Planning         | Since November 2025, Ms. Donley has served as our Vice President of Merchandising Strategy & Planning.<br>From February 2021 to October 2025, Ms. Donley served as Director of Merchandising, US Retail for Kontoor Brands, Inc. in Greensboro, North Carolina.                                             |
| <u>TIMOTHY STYLER</u> | <u>Director, Business Development and Franchise Sales</u> | <u>Since December 2021, Mr. Styler has served as our Director of Business Development and Franchise Sales.</u><br><u>From September 2011 to December 2021, Mr. Styler served as Vice President of Distribution, Operational Solutions, and Procurement for Running Specialty Group in Denver, Colorado.</u> |

As referenced in Item 1, from 2012 to 2023, ONWARD OUTDOOR BRANDS operated under the name, "FLEET FEET SPORTS, LLC."

Unless otherwise designated above, the location of current and former positions is Carrboro, North Carolina.

### **ITEM 3. LITIGATION**

No litigation is required to be disclosed in this Item.

### **ITEM 4. BANKRUPTCY**

No bankruptcy is required to be disclosed in this Item.

### **ITEM 5. INITIAL FEES**

INITIAL FRANCHISE FEE. The initial fee for your Franchised Business is \$45,000 unless you qualify for certain discounts. Of this amount, \$10,000 is due when you sign the Franchise Agreement. This initial payment may be partially refundable under the circumstances below. The balance of \$35,000 will be due at the opening of the Franchised Business and is non-refundable.

DISCOUNTS. We offer a reduced initial fee of \$22,500 for a second or subsequent new Franchised Business that is opened for business (if the ownership group is the same as the first franchise). Of this amount, \$5,000 is due when you sign the second or subsequent Franchise Agreement. This initial payment may be refundable under the circumstances below. However, the amount you saved on the second or subsequent location because of this discount (currently \$22,500) becomes due to us if you sell, transfer, or assign your second or subsequent location before, or within one year after,

you commence operating it. You ~~will~~must sign the Second or Subsequent Location Addendum at the time you sign your second or subsequent Franchise Agreement.

If, prior to applying to become a FLEET FEET franchisee, you have been in specialty running retail for at least 36 months as a full-time employee, defined as working more than 130 hours per month ("Qualified Employee Program"), then your initial fee will be \$35,000. Of this amount, \$10,000 is due when you enter into the Franchise Agreement. This initial payment may be refundable under the circumstances below. The remaining \$25,000 is due upon opening your new location for business. The amount you saved on your Franchised Business because of the Qualified Employee Program (currently \$10,000) becomes due to us if you sell, transfer, or assign the new location before, or within one year after, you commence operating it. You ~~will~~must sign the Qualified Employee Addendum at the time you sign your Franchise Agreement.

We participate in the International Franchise Association's VetFran Program, which generally provides discounts on initial franchise fees to veterans of the U.S. Armed Forces who otherwise meet the program's requirements. Franchisees who are veterans of the U.S. Armed Forces are eligible to receive a reduced initial franchise fee of \$35,000 for their first Franchised Business. Of this amount, \$10,000 is due and payable when you enter into the Franchise Agreement. The remaining \$25,000 is due upon opening your new location for business and is non-refundable. The amount you saved on your Franchised Business because of the VetFran Program (currently \$10,000) becomes due to us if you sell, transfer, or assign ~~the new location~~ (other than to a pre-existing FLEET FEET franchisee) the new location before, or within one year before or after, you commence operating it. To qualify for the discount, the veteran must own at least a 50% interest in the franchise. "Veteran" means a recipient of an honorable discharge as evidenced by the U.S. Department of Defense. It is the veteran's responsibility to send us the required documents in order to obtain the VetFran discount. This discount cannot be combined with any other discounts that we offer. You ~~will~~must sign the VetFran Addendum at the time you sign your Franchise Agreement. We reserve the right to modify or cancel our participation in the VetFran program at any time.

This entire initial franchise fee is waived for existing franchisees who merely exchange their older Franchise Agreement for the form of agreement accompanying this disclosure document.

**REFUND POLICY.** You must sign a lease for your Franchised Business within 6 months after you sign the Franchise Agreement. If we cannot agree on a site for your Franchised Business within 6 months, then upon receiving your written request within 10 days after the 6-month period expires, we will terminate your Franchise Agreement, and, provided you sign our form mutual termination agreement, which includes a general release, we will refund 50% of the first installment of your initial franchise fee.

**OTHER PURCHASES.** While we are not required to do so, to benefit from group buying power, we occasionally make certain items you will need to operate your Franchised Business available on a discounted basis that you can purchase from us or

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an affiliate. The current cost of such items ranges from ~~\$0.090.30~~ to ~~\$1,3801,410~~. You are free to purchase these items from other sources. These costs are non-refundable.

Additionally, some franchisees elect to attend our franchise conferences before they open their Franchised Business. The cost to attend conferences varies based on the event but generally ranges from \$0 to ~~\$675750~~ per person plus any additional costs incurred for hotel and airfare. These costs are non-refundable.

MISCELLANEOUS. There are no other required pre-opening fees or payments payable to us. All fees discussed in Item 5 were consistently applied to all franchisees in our last fiscal year.

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## ITEM 6. OTHER FEES

### OTHER FEES<sup>1</sup>

| Name of Fee    | Amount                                                       | Due Date                                                                                                                 | Remarks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----------------|--------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Royalty        | 4% of Gross Sales                                            | Currently, <u>due on the 3<sup>rd</sup></u> business day of each month or such other earlier date we specify in writing. | See Note 2 for the definition of Gross Sales.                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Marketing Fund | Currently, one quarter of one percent (0.25%) of Gross Sales | Monthly, with royalty                                                                                                    | <del>Can</del> <u>May</u> be raised by us to be as high as 2% of Gross Sales.                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Technology Fee | Currently, <u>not</u> collected                              | Monthly, with royalty                                                                                                    | This fee may be implemented in the future to support the development, implementation, and maintenance of technologies to be used by franchisees. We reserve the right to modify, amend, delete, or add to the technologies, goods, and services, provided for the Technology Fee. The maximum Technology Fee we <del>can</del> <u>may</u> charge is \$1,000 per month.                                                                                                                          |
| E-Commerce     | Currently, <u>\$100</u> per month                            | Monthly, drafted prior to the 5 <sup>th</sup> <u>day</u> of each month                                                   | You must pay this fee to FFS Digital. In exchange, FFS Digital will <del>currently</del> pay you a commission on online sales from customers within your Online DMA, which commission is currently 7% of the retail price of qualifying sales. FFS Digital can change these fee and commissions at any time. With 5 days prior written notice, we reserve the right to discontinue the e-commerce program. The maximum E-Commerce Fee we <del>can</del> <u>may</u> charge is \$1,000 per month. |

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| Name of Fee                                 | Amount                                                                                                                 | Due Date                                                    | Remarks                                                                                                                                                                                                                                                |
|---------------------------------------------|------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Business Conference Registration Fee        | Historically ranges from \$0 to \$675 per person plus any additional costs incurred for hotel and air fare.            | As incurred                                                 | Cost will be set in advance but will vary based on the event. In the future, the cost could deviate from this range. The maximum business conference registration fee we <del>can</del> <u>may</u> charge <del>per person</del> is \$2,000 per person. |
| Customer Experience Services (OPTIONAL)     | Customer survey software is up to \$25 per month for self-selecting franchises.                                        | Monthly                                                     | Cost will be set annually in advance. Includes access to customer survey and scheduling software. We may also require you to pay this fee to the supplier directly.                                                                                    |
| Email Newsletter Services (OPTIONAL)        | Currently, \$175 per market plus an additional \$50 for each additional market per month for self-selecting franchises | Monthly                                                     | Cost will be set annually in advance. Includes access to customer email software.                                                                                                                                                                      |
| Digital Advertising Services (OPTIONAL)     | Currently, \$1,200 per month                                                                                           | Monthly                                                     | For this fee we or our affiliate will provide you with certain digital advertising services. <del>Fee</del> This fee is established by us and may be changed at any time in our sole discretion.                                                       |
| Miscellaneous Supplies Sales from Inventory | Varies                                                                                                                 | Upon receipt of invoice from our affiliate                  | Purchases vary based upon your needs and available inventory. Most purchases are optional.                                                                                                                                                             |
| Audit Fee                                   | The cost of audit                                                                                                      | Due immediately if audit shows greater than 2% underpayment | You also pay the underpayment, if any. We pay for the audit if underpayment is 2% or less.                                                                                                                                                             |
| Collection and Interest Charges             | 18% per annum or highest lawful rate if lower                                                                          | Immediately if payments not made when due                   | This charge is in addition to other remedies such as <u>a</u> late payment fee                                                                                                                                                                         |

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| Name of Fee                                                                                     | Amount                                                                                                                                                                                                                      | Due Date                     | Remarks                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Additional Training (for extra people at outset at your option or later if desired or required) | Currently, \$200/day plus expenses                                                                                                                                                                                          | Before training commences    | If training is conducted in-person, you remain responsible for paying your own lodging, transportation, and food expenses incurred for additional training. We can modify this fee and have the right to waive it. The maximum fee we <del>can</del> <u>may</u> charge for additional training is \$2,000 per person per day, plus expenses. |
| National Training Program Liability Insurance                                                   | Current rate is \$500 per store per year. The annual rate varies annually depending on total number of participants nationwide. We reserve the right to adjust the rate more frequently if necessary.                       | As incurred; Upon enrollment | National liability insurance is currently underwritten by K&K/National Casualty Underwriters. We will bill you prior to the beginning of the policy based upon your anticipated number of training program participants.                                                                                                                     |
| Renewal Fee                                                                                     | None                                                                                                                                                                                                                        | N/A                          | N/A                                                                                                                                                                                                                                                                                                                                          |
| Late Payment or Insufficient Funds Fee                                                          | \$50                                                                                                                                                                                                                        | With payment                 | Avoided if royalty received or postmarked by 3 <sup>rd</sup> business day of month or you have sufficient funds in your account when <u>any</u> fees or <del>royalty</del> <u>royalties</u> are drafted.                                                                                                                                     |
| Transfer Fee                                                                                    | Greater of <u>(a)</u> \$10,000 or <u>(b)</u> 25% of the then-current initial franchise fee per location transferred.<br><br>For certain transfers with limited impact on ownership and governance, just our legal expenses. | When we approve the transfer | <u>The Transfer Fee would be</u> paid by the seller of the existing franchise.                                                                                                                                                                                                                                                               |
| Attorneys' Fees and Cost of Litigation                                                          | Depends on what we spend                                                                                                                                                                                                    | When court orders, if we win | Loser pays winner's fees and costs to discourage meritless litigation. We <del>could</del> <u>may</u> have to pay your fees.                                                                                                                                                                                                                 |

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| Name of Fee                          | Amount                                                                                                                                                                                                                                                  | Due Date    | Remarks                                                                                                                                                                                                                                                                                                                                                      |
|--------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Enforcement Costs                    | Will vary, our actual costs and expenses                                                                                                                                                                                                                | As incurred | You must pay our costs of enforcement (including attorneys' fees and costs) if you do not comply with the Franchise Agreement.                                                                                                                                                                                                                               |
| Indemnification                      | Any and all types of damages, liabilities, losses, costs, and expenses we incur as a result of <del>third parties</del> <u>third-party claims or from claims related to or arising out of your ownership and operations of the Franchised Business.</u> | As incurred | You, your owners, and your guarantors must indemnify us and related parties for a broad range of claims related to your actions, omissions, ownership, and operations of the Franchised Business.                                                                                                                                                            |
| Early termination Damages            | Our damages, costs, and expenses                                                                                                                                                                                                                        | As incurred | If the Franchise Agreement is terminated early, we have the right to seek damages from you.                                                                                                                                                                                                                                                                  |
| Default Damages                      | Damages, costs, losses, and expenses, including reasonable attorneys' fees                                                                                                                                                                              | As incurred | You must promptly reimburse us for damages incurred by us as a result of any of your defaults under the Franchise Agreement.                                                                                                                                                                                                                                 |
| Continued Operation After Expiration | Greater of <u>(a)</u> \$1,000 or <u>(b)</u> 150% of royalties per month                                                                                                                                                                                 | Monthly     | If we permit you continue to operate the Franchised Business on a month-to-month basis after expiration of the Franchise Agreement, then you must pay to us, in addition to all <del>Royalties</del> <u>royalties</u> and other fees due to us, this fee for every month during the month-to-month operations, up to our then-current initial franchise fee. |

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| Name of Fee                | Amount                               | Due Date                                                      | Remarks                                                                                                                                                                                                                                                                                                                    |
|----------------------------|--------------------------------------|---------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Early Transfer Fee         | \$10,000 to \$22,500                 | Upon assignment, sale, or transfer of the Franchised Business | This fee is applicable only if you sign the Addendum for Second or Subsequent Location, the Qualified Employee Addendum, or the VetFran Addendum and you then sell, transfer, or assign that location before, or within one year after, you commence operating it. (See Item 5 for more information about these programs.) |
| Refurbishing Reimbursement | Our costs plus 15% additional fee    | Upon demand                                                   | If you do not undertake any necessary refurbishing work and we do so on your behalf, you will pay us this fee.                                                                                                                                                                                                             |
| Inspection Costs           | Our costs and expenses               | Upon demand                                                   | If an inspection is made because of your repeated or continuing failure to comply with the Franchise Agreement, we <del>can</del> <u>may</u> require you to reimburse us for our costs associated with the inspection.                                                                                                     |
| Quality Assurance Program  | Varies; your share of the total cost | Quarterly                                                     | If we establish a systemwide quality assurance program, you will be required to pay your Franchised Business's share of the costs. We may require you to pay the supplier <del>or</del> directly or to pay us and we will remit payment to the supplier.                                                                   |
| Insurance Reimbursement    | Our costs                            | As incurred                                                   | If you fail to obtain the <del>required</del> insurance <u>required under the Franchise Agreement</u> and we must obtain it on your behalf, you will reimburse us for our costs.                                                                                                                                           |

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| Name of Fee                        | Amount                                                                     | Due Date    | Remarks                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|------------------------------------|----------------------------------------------------------------------------|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Data Inspections and Reimbursement | Our costs and expenses                                                     | Upon demand | If you repeatedly violate the required data privacy and security obligations under the Franchise Agreement, we reserve the right to charge you our costs and expenses to inspect your business. Additionally, you are responsible for our costs and expenses that arise from your non-compliance or a security breach caused by you or your personnel.                                                                                               |
| Customer Complaint Fee             | Varies, our costs and expenses                                             | Upon demand | If a customer complains to us and you fail to satisfactorily remedy the complaint, you will pay us our costs to respond to the complaint.                                                                                                                                                                                                                                                                                                            |
| System Modifications               | All costs and expenses associated with system modification                 | As required | If we make changes to the system, you must adapt your business to conform to the changes. <del>These</del> <u>The cost and expenses associated with such changes</u> may be paid to us, our affiliates, or a third-party supplier we designate.                                                                                                                                                                                                      |
| Gift Card Liability                | Will vary by amount of gift card liability sold by the Franchised Business | As incurred | If you purchase a Franchised Business from an existing owner, you may be required to assume the prior owner's gift card liability and honor all outstanding but unredeemed gift cards that were issued by that location and/or the prior owner. Alternatively, if you transfer the business you may elect to pay us the outstanding gift card liability. Finally, on termination or non-renewal you will pay us the outstanding gift card liability. |

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| Name of Fee                                                | Amount                                                                                                  | Due Date                                                    | Remarks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Approval of Alternate Supplier, Product, or Service        | Currently, <u>no</u> fee charged; In the future, <u>the</u> fee could be our costs                      | On demand                                                   | When you request our prior consent to use an alternate supplier, product, or service, <del>and</del> we have the right to require you to pay all costs incurred by us to obtain the necessary information and evaluate the alternate supplier, product, or service.                                                                                                                                                                                                                                                                                                                                                                         |
| Goods or Services Supplied by franchisor or its affiliates | Then-current stated costs                                                                               | As incurred, upon invoice                                   | We reserve the right to designate ourselves or our affiliates to be the suppliers of any goods or services. You will pay us our then-current rates for such goods or services.                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Transfer Damages                                           | Greater of <u>(a)</u> 15% of the purchase price paid to franchisee or its owners or <u>(b)</u> \$25,000 | Within 15 days of our demand                                | If you or your owners breach our transfer provisions, you will pay these damages.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Liquidated Damages                                         | Will vary under the circumstances; subject to a minimum of \$30,000.                                    | Within 15 days after termination of the Franchise Agreement | <del>Liquidated</del> <u>If we terminate the Franchise Agreement for cause, you must pay us liquidated damages are determined by multiplying the monthly equal to the quotient of (i) the average of Royalty monthly royalty (without regard to any fee waivers or other reductions) that are was owed by you to us during the 12 months of operation operations preceding the effective date of termination multiplied by (ii) the lesser of: (ia) 24, or (ib) the number of months remaining in the term of the Franchise Agreement, subject to the minimum liquidated damages amount of \$30,000. Payable if we terminate for cause.</u> |
| Fines                                                      | Up to \$1,000 per instance of non-compliance plus our costs to inspect and/or re-inspect                | As incurred                                                 | Fines can be levied for each instance where you fail to comply with the System and the brand standards.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

Note 1. All fees and expenses described in Item 6 are non-refundable and imposed by us. All fees are payable to and collected by us or our designated affiliates. During our last fiscal year, all fees were uniformly imposed by us. Unless we have noted differently, we may increase these amounts based upon changes in market conditions, our cost of providing services, and future policy changes, but we have no present plans to increase any fees. We do not have the right to require you to participate in an advertising cooperative and there are no advertising cooperatives we have created for the Franchised Businesses.

2. "Gross Sales" means the total gross revenue derived from the operation of the Franchised Business whether from sales for cash, credit, gift certificate, check, gift card, script, or other property, and irrespective of the collection thereof, including sales of both merchandise (including, but not limited to, special items such as trophies, ~~screen-printed~~screen-printed products, awards, and T-shirts) and services of any kind, exclusive of sales taxes and returns or refunds. Unless otherwise approved in writing by us, "Gross Sales" includes all revenue including race and training class revenue. Any sales you make at events where you engage in selling constitute part of the Franchised Business (even though such activities might occur at locations other than the store premises) and are included in the calculation of Gross Sales. Examples of these events include expositions, fairs, races, auctions, or liquidation sales. Gross Sales does not include inventory sales to other franchisees and company-owned stores.

## ITEM 7. ESTIMATED INITIAL INVESTMENT

### YOUR ESTIMATED INITIAL INVESTMENT

| TYPE OF EXPENDITURE <sup>1</sup>        | AMOUNT LOW                                 | AMOUNT HIGH                                 | METHOD OF PAYMENT                            | WHEN DUE                                                                                                                                                | TO WHOM PAYMENT IS TO BE MADE           |
|-----------------------------------------|--------------------------------------------|---------------------------------------------|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| Initial Franchise Fee <sup>2</sup>      | \$22,500                                   | \$45,000                                    | Lump sum                                     | a) <del>upon</del> Upon signing of Franchise Agreement, and/or<br>b) <del>upon</del> Upon opening of Franchised Business (varies if a discount applies) | Us                                      |
| Inventory <sup>3</sup>                  | \$80,000                                   | <del>\$120,000</del> <sup>14</sup><br>0,000 | Supplier terms                               | Varies depending on supplier; typically, between order date and shipment                                                                                | Approved <del>suppliers</del> Suppliers |
| Real Estate & Improvements <sup>4</sup> | <del>\$50,000</del> <sup>15</sup><br>0,000 | <del>\$200,000</del> <sup>25</sup><br>0,000 | Lump sum or (possibly) amortized by landlord | Varies depending on your contract                                                                                                                       | Supplier or Landlord                    |

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| TYPE OF EXPENDITURE <sup>1</sup>                                          | AMOUNT LOW                          | AMOUNT HIGH                         | METHOD OF PAYMENT             | WHEN DUE                                              | TO WHOM PAYMENT IS TO BE MADE                               |
|---------------------------------------------------------------------------|-------------------------------------|-------------------------------------|-------------------------------|-------------------------------------------------------|-------------------------------------------------------------|
| Furniture, Fixtures, and Equipment <sup>5</sup>                           | <del>\$35,000</del> <u>50,000</u>   | <del>\$103,000</del> <u>125,000</u> | Lump sum or progress payments | Varies depending on your contract                     | Supplier or Landlord                                        |
| Computer System Equipment <sup>6</sup> Hardware and Software <sup>6</sup> | <del>\$3,800</del> <u>16,000</u>    | <del>\$11,700</del> <u>24,000</u>   | As incurred                   | Varies depending on your contract                     | <del>Supplier and Us</del> <u>Suppliers</u>                 |
| fit id® subscription <sup>7</sup>                                         | \$1,200                             | \$1,200                             | As incurred                   | Monthly <u>after opening</u>                          | Approved Supplier                                           |
| Travel and living expenses while training <sup>8</sup>                    | \$4,000                             | \$6,000                             | As incurred                   | Before opening                                        | Airlines, hotels, restaurants, etc.                         |
| E-Commerce Fee <sup>9</sup>                                               | \$300                               | \$300                               | As Incurred                   | Monthly <u>after opening</u>                          | Affiliate                                                   |
| Legal, Accounting, and License Fees <sup>10</sup>                         | \$3,000                             | \$10,000                            | As incurred                   | As incurred                                           | Attorneys, accountants, and municipalities                  |
| Additional Funds — = 3 Months <sup>11</sup>                               | <del>\$28,700</del> <u>25,000</u>   | <del>\$47,800</del> <u>50,000</u>   | As incurred                   | Money to work with through first 90 days of operation | Suppliers, insurers, employees, utilities, us, and landlord |
| <b>TOTAL</b>                                                              | <del>\$228,500</del> <u>352,000</u> | <del>\$545,000</del> <u>651,500</u> |                               |                                                       |                                                             |

Note 1: All fees and expenses described in Item 7 which are payable to us are non-refundable. Suppliers will have their own refund policies, but you should generally assume the items will be nonrefundable. These estimates are your estimated initial investment through the 3rd month of operation. Neither we nor an affiliate finance any part of the initial investment.

Note 2: Our standard initial franchise fee is \$45,000. If you purchase a second or subsequent new Franchised Business your initial franchise fee would be \$22,500. See Item 5 for more information about the initial franchise fee and various discounts we offer.

Note 3: You will need an initial inventory of products for retail sale. The cost of these items may vary based on manufacturers' discounts and specials at the time of purchase and other factors. We do not know if the amounts you pay for other initial inventory items are refundable. Factors determining whether other inventory items are refundable typically include the condition of the items at time of return, level of use and

length of time of possession. You should inquire about the return and refund policy of the suppliers at or before the time of purchasing.

Note 4: This estimate includes rent, leasehold improvements, and deposits, if applicable, from time of signing through opening. The low estimate assumes that you receive three months of free rent from your landlord but will pay the first month's rent and a security deposit equal to one month's rent in advance. Our high estimate assumes you will have to pay the first month's rent and a security deposit of two months' rent in advance. We include three additional months of rental costs in the category "Additional Funds" to address rent during the post-opening 3-month period (see Note 11 below). Market conditions will dictate whether the landlord will require that you pay the last month's rent and security deposit up front. The high estimate assumes that you will rent a new dark shell space that has never been built out and the low estimate assumes a warm vanilla shell or 2nd generation upfitted space. Both the low and high estimate are net of any applicable landlord contributions. These are expenses to improve the space to brand-specific standards. The typical new store is between 1,200 and 2,000 square feet in size. If you elect to open a larger location, it will increase your operating costs, and you may spend more than we estimate here. The actual costs you will incur in leasing is difficult to quantify because there is a myriad of factors that will impact what you pay, including the facility's location, its square footage, cost-per-square foot, renovation costs and any required maintenance fees. Your landlord may refund your security deposit, but most will not refund rental payments. You should ask your leasing agent or landlord about their refund policy before you sign a lease agreement. The low estimate assumes that your landlord will provide a partial build-out allowance of approximately \$30 per square foot. The amounts you pay for leasehold improvements are typically non-refundable. You should ask the supplier you hire to renovate or remodel the facility about its refund policy before you patronize the supplier.

These projections assume the space is being leased. We do not require you to purchase or build a facility, and the cost for purchasing the real estate is not included in these estimates. Your cost may increase over our projections should you choose to purchase or build. You should consider construction delays and their unpredictable cost before electing to build or purchase. You should seek professional advice if you choose to purchase or build.

Note 5: You must purchase furniture and equipment necessary for providing the various services offered by Franchised Businesses and other required equipment such as a surveillance system, computer system and phone system. Although some of these items may be leased, the range shown represents an estimated purchase price. We do not know if the amounts you pay for furniture, fixtures or other equipment are refundable. You should inquire about the return and refund policy of the suppliers at or before the time of purchasing or leasing.

Note 6: ~~See Item 11 for the details regarding the computer systems you must purchase.~~ You must obtain (through purchase, lease, or subscription services, as applicable) from approved suppliers the hardware, software, and technology services

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designated by us. This includes, but is not limited to, a RICS point-of-sale system, fit id® scanner hardware, a pressure mat system, shipping and fulfillment systems, computer hardware for back-office employee workstations, internet services, and phone services. These costs may vary based on store size, store configuration, vendor pricing, and implementation.

Note 7: You must subscribe to have access to the hardware and software for the fit ID technology®. This represents a three-month subscription of approximately \$400 per month.

Note 8: This estimate assumes that one person will attend training. We may offer some portions of the initial training program through web-based methods rather than requiring you travel to an approved FLEET FEET store. More details are available in Item 11.

Note 9: This estimate reflects three months of the e-commerce fee of \$100, which will be due once you commence operations.

Note 10: You may need to obtain business licenses to operate in your jurisdiction. We also recommend that you use the services of an accountant and/or attorney as you work to establish the business.

Note 11: We estimate the start-up phase to be three months from the date you open your business. The estimate of costs and startup working capital assumes a franchisee is leasing the location for their Franchised Business. The additional funds estimate includes rent for the initial three months of operations post-opening. You will need additional funds during the start-up phase of your business to pay employees, purchase insurance, purchase supplies, pay utilities, taxes, loan payments and other miscellaneous expenses. The estimate of additional funds does not include an owner's salary or draw. These amounts do not include any estimates for debt service. You must also pay the royalty and other related fees described in Item 6 of this disclosure document.

These figures are estimates based on our affiliate's historical experience in operating FLEET FEET stores and the experience of our existing franchisees, and we cannot guarantee you will not have additional expenses either in starting the business or during the first three months. Your costs will depend on factors such as: how closely you follow our methods and procedures; local economic conditions; the local market for your products and services; the prevailing wage rate; competition; the size of your territory; and the sales level reached during the initial period. You should review these figures carefully with your business advisor. Credit terms will be negotiated by you directly with each supplier. Prior to opening, you will be required to provide us with a bank approval letter showing sufficient start up working capital and additional funds.

## **ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

General Requirement to Purchase from Authorized Suppliers and According to Specifications. Under the Franchise Agreement, you must sell only the products and

services authorized by us, which presently include specialty running and fitness merchandise, training, and services. You are required to purchase or lease virtually all goods, services, supplies, fixtures, equipment, inventory or real estate you use in the business from us or approved suppliers and/or in accordance with our specifications. You must not purchase from unauthorized suppliers, and you must not purchase items that are not approved, even from suppliers we have authorized. We have the right to remove any product or supply from the approved product list, or to require that you purchase such product or supply only from us, an affiliate, or another designated supplier. We have the right to require that you do not purchase products from certain suppliers or that you do not purchase certain inventory, products, or equipment from certain suppliers. You are required to carry certain inventory products we designate during the term of your Franchise Agreement. Additionally, you must launch or promote certain products in the manner we may designate. You are strictly prohibited from selling any food, drinks, supplements, or other ingestible products that have not been approved in advance by us. We currently have a policy that allows you to have custom apparel for your store. This apparel must be approved by us if it uses the Marks and must be purchased through approved vendors. We can change this policy at any time. We reserve the right to revoke approval for any item or supplier for any reason, and you must cease to use ~~the~~any revoked item or supplier within 30 days' notice from us. We will provide our list of approved goods, services, suppliers, and specifications ~~or specifications~~ to you in writing. We may change our relationship with suppliers at any time, and any such a change may result in increased prices for you. We have the right to change our business relationship with our approved suppliers as well as the right to add and/or remove approved suppliers from the approved supplier list.

As a franchisee you are required to purchase virtually all of your inventory from suppliers we approve or of such quality as we may approve. We estimate that approximately 100% of both your initial and continuing inventory will be from suppliers we approve.

If you do not own your business premises, we must review your lease and accept your location. It is your responsibility to select your own location. We reserve the right to require you and your landlord to provide in the lease that we shall have the right at our option and without compensation to you to take assignment of the lease should you materially default under the lease or should your Franchise Agreement terminate or not be renewed for any reason. You may also be required to sign the Collateral Assignment of Lease attached to the Franchise Agreement. You are not allowed to relocate the business premises without our prior written approval. We will not derive any revenue or any other material consideration from any lease you sign.

We have selected a single supplier to produce gift cards and administer our gift card program. You must participate in the gift card program and work with our designated supplier. If the Franchise Agreement is terminated or transferred, you ~~will~~must pay us the outstanding gift card liability.

You are required to purchase a RICS POS system and other computer hardware and software from suppliers we designate. We also require you to obtain a subscription

from our designated supplier to use the fit id® hardware and software. See Item 11 for more information regarding computer equipment.

You are required to participate in any contests~~and~~, events, and training programs that we may require. You are also required to partner with any brands or businesses that we may require you to partner with in sponsoring, supporting, or organizing such contests ~~and~~, events, and training programs. We may also require you to participate in certain charitable promotions and initiatives.

You are also ~~are~~ required to purchase signs, stationery, business cards and other items bearing the ~~Trademarks~~Marks from suppliers we approve or of such quality as we may approve.

You ~~will~~must obtain from a nationally recognized insurance company with an AM Best rating of at least “A<sub>+</sub>” and at all times during the term of the Franchise Agreement maintain in force and pay the premiums for all types of insurance that we may require from time to time including any insurance limits that we may prescribe from time to time. You are currently required to maintain, the following insurance coverages: A) Commercial General Liability (“CGL”) insurance written on an “occurrence basis” that includes Product Liability and “Completed Operations” coverage, with limits of liability for bodily injury, property damage, personal injury, products/completed operations, contractual liability, and advertising injury each in amounts not less than \$1,000,000 per ~~Occurrence~~occurrence/\$2,000,000 in the aggregate; B) Automobile Liability Insurance (for any owned vehicles); C) Non-Owned or Hired Automobile (“NOHA”) Insurance; D) Umbrella Liability Insurance with limits of not less than \$3,000,000 excess of the primary CGL policy limits; E) All Risk Property Insurance including coverage for Contents (“Business Personal Property”), Betterments & Improvements, Business Interruption and Extra Expense (with a deductible of not more than \$10,000);~~–~~ and, if located in a Flood Zone, including National Flood Insurance Program (“NFIP”) coverage; F) Workers’ Compensation insurance coverage providing state statutory limits for each worker, and Employer’s Liability Limits of no less than \$500,000; and G) Crime Insurance. Cyber liability insurance is recommended. The cost of ~~this coverage~~these insurance coverages will vary depending on the insurance carrier’s charges, terms of payments and your history. From time to time in our sole discretion, we may increase or modify such limits of liability or require additional types of coverage (such as cyber liability). You are required to either participate in our National Training Program insurance policy or obtain insurance from another provider providing identical or superior coverage.

The Franchise Agreement further outlines the types, amounts, terms and conditions of insurance coverage required for your Franchised Business, including, but not limited to our protection and rights under such policies as an additional named insured; required or impermissible insurance contract provisions; assignment of policy rights to us; periodic verification of insurance coverage that must be furnished to us; our right to obtain insurance coverage at your expense if you fail to obtain required coverage; our right to defend a claim; and similar matters relating to insured and uninsured claims. All insurance policies must name us as an additional insured party. Additionally, your

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insurance policies must waive on behalf of the insurer any right of subrogation by the insurance company against us, the additional named insured, our officers, shareholders, and employees. Your insurance must apply as primary and non-contributory.

We estimate that approximately 90% of all your purchases and leases associated with establishing and operating the business must be from suppliers we approve or require.

Us or Our Affiliates as Suppliers. Other than as set forth below with respect to gift cards, currently neither we nor our affiliates are the exclusive supplier of any goods or services to you. We reserve all rights to designate them or us to become suppliers, including exclusive suppliers, of any goods and services in the future.

Our affiliate, FFSDC, operates a distribution center ("Distribution Center") that can sell inventory items to franchisees. The Distribution Center is your required and exclusive supplier of Fleet Feet gift cards. Otherwise, all other inventory purchases from the Distribution Center are optional. During ~~2024~~2025, Running Logistics (FFSDC's predecessor in interest) received revenue in the amount of ~~\$385,000~~\$405,000 from sale of certain items to franchisees, which items Running Logistics purchased in bulk from other suppliers.

You will also have the option to purchase inventory from corporate-owned FLEET FEET stores, just as you would from other franchisee-owned FLEET FEET stores. These purchases are not required but, if you choose to make them, they will result in revenue for our affiliate, FFSDC.

Except as stated above, no supplier is currently affiliated with us. Some of our officers have indirect ownership interest in us and FFSDC. Otherwise, our officers currently do not own interests in any of our franchisees' suppliers. Nothing in the Franchise Agreement prohibits us or our affiliates from becoming an approved or required supplier in the future.

Additional Revenue We Receive from Your Purchases or Lease. In total, in ~~2024~~2025 we derived ~~\$60,741~~\$34,217 from required and optional purchases or leases by our franchisees, which represents ~~less than 10.15%~~ of our total 2025 revenue of ~~\$21,206,056~~\$22,245,129.

As part of new business development, we may provide brand management services and information related to the sale of products at FLEET FEET stores to suppliers for a fee. The fee is a percentage of the sales and in some agreements a percentage of the increased sales of the business of the supplier with our company-owned and franchised stores. The products sold by these suppliers are not required to be purchased by the franchisees. To our knowledge, the brand management services contracts and the fees we receive from the suppliers have not resulted in increased prices to our franchisees, but we cannot assure this will be the case now or in the future. While the funds generated from these programs are our property to use as we deem fit, revenue generated from our brand management services contracts and exclusive retail

distribution rights are used, in part, to support the hiring of personnel to manage the brand business with our stores, offset travel and other business expenses incurred by us in servicing these contracts, and fund sales and marketing training initiatives to support franchisee business development.

During ~~2024~~2025, we received a total of ~~\$5,448,964~~\$5,865,053 of our revenue through these brand management agreements, which revenue represents ~~25.7~~26.4% of our total ~~2024~~2025 revenue of ~~\$21,206,056~~\$22,245,129.

Except as outlined above, neither we nor our affiliates derive income or revenue based upon your purchase or leasing of goods, supplies, fixtures, equipment, inventory, or real estate relating to the establishment or operation of your franchise.

Miscellaneous. We do not currently have any purchasing or distribution cooperatives. We provide no material benefits to franchisees based on their use of designated or approved sources. From time to time, we may negotiate purchase arrangements with suppliers, including price terms, for the benefit of franchisees; we are not obligated to do so.

Alternative Suppliers. If you wish to purchase source-restricted items from a supply source other than one we have previously approved; or, if you would like to have new goods or services approved, we may require you or the supplier to submit specifications, photographs, samples and other relevant information for us to examine and evaluate. Presently, we charge no fee to perform such review. However, in the future we may charge a fee to cover our costs associated with such reviews. We will review such recommendation and approve such alternate good, service, and supplier if, in our sole discretion, we determine that our quality criteria will be met. If the criteria ~~is~~are met and we approve the alternate good, service, or supplier, you may use that good, service, or supplier in accordance with our brand standards and specifications. Our specific criteria for an item may be available to a franchisee at our sole discretion. We will evaluate the proposed good, service, or supplier by considering the technical and performance properties of the item, design, appearance, product reliability, durability, the manufacturer's warranties, quality control methods, financial ability of the product's producers and distributors, supplier history, quality, price, customer service, and the ability to service the franchise system, among ~~others~~other factors.

~~Our~~Generally, we will complete our review is generally completed in within 30 days from the time we receive all materials we have requested from you. If you do not receive our written approval of the good, service, or supplier within 30 days after you send us all the materials we reasonably request, then the proposed good, service, or supplier is will be deemed rejected, unless we otherwise specify in writing. We retain sole discretion to approve or disapprove any ~~products~~goods, services, or supply sources and will not be liable for our disapproval of any ~~product or suppliers~~good, service, or supplier. We impose these restrictions to safeguard the integrity of the both the system and our ~~Trademarks~~Marks. We reserve the right to revoke approval for any ~~item~~good, service,

or supplier for any reason; and you must cease to use ~~the item or~~ any revoked good, service, or supplier within 30 days' notice in writing from us.

## ITEM 9. ~~FRANCHISEE'S~~ FRANCHISEE'S OBLIGATIONS

### ~~FRANCHISEE'S~~ FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

| OBLIGATION                                                        | SECTION IN AGREEMENT                                                                                                                                                              | ITEM IN DISCLOSURE DOCUMENT |
|-------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| a. Site selection and acquisition/lease                           | Franchise Agreement §§ 2.4, 4.1, 4.3, 4.6, Site Selection Addendum; Collateral Assignment of Lease<br>Fulfillment Agreement: not applicable                                       | Items 7, 8, 11 and 12       |
| b. Pre-opening purchases/leases                                   | Franchise Agreement §§ 3, 7.3, 7.12, 7.14; Collateral Assignment of Lease<br>Fulfillment Agreement: not applicable                                                                | Item 8                      |
| c. Site development and other pre-opening requirements            | Franchise Agreement §§ 4.1, 4.2, 6.1(a)-(c), 7.3, 7.12, 7.14, Site Selection Addendum, Collateral Assignment of Lease<br>Fulfillment Agreement: not applicable                    | Items 7, 8, and 11          |
| d. Initial and ongoing training                                   | Franchise Agreement §§ 6.1(a)-(c)<br>Fulfillment Agreement: not applicable                                                                                                        | Item 11                     |
| e. Opening                                                        | Franchise Agreement §§ 3, 4.3, 4.5                                                                                                                                                | Items 5, 7 and 11           |
| f. Fees                                                           | Franchise Agreement §§ 3, 6.1(a), <del>7.12</del> , 7.15(e), 8.1, 9.1, 9.5, 9.7, 10.4(f), 11.5, 11.9(c), 12.2, 12.3, 13.6<br>Fulfillment Agreement: not applicable                | Items 5, 6, 7 and 17        |
| g. Compliance with standards and policies/ Brand Standards Manual | Franchise Agreement §§ 4.3, 4.4, 4.6, 5.5, 6.1, 6.2, 7.1, 7.3, 7.4–7.8, 7.11–7.16, 7.17, 7.19, 7.20, 9.3, 9.4, 11.5(f), 14.7, Brand Standards Manual<br>Fulfillment Agreement: §3 | Items 8, 11, 13 and 15      |
| h. Trademarks and proprietary information                         | Franchise Agreement §§ 1, 2.1, 4.4, 4.6, 5.1-5.8, 6.1(b)-(c), 7.1, 7.2, 7.13, 11.2(c), 11.3(h), 11.6<br>Fulfillment Agreement: §5                                                 | Items 1, 13 and 14          |
| i. Restrictions on products/services offered                      | Franchise Agreement §§ 4.4, 4.6, 5.1, 5.7(a), 5.7(b), 5.8, 6.2, 7.1, 7.2, 7.17, 7.19<br>Fulfillment Agreement: §3, 4                                                              | Item 16                     |
| j. Warranty and customer service requirements                     | Franchise Agreement §§ 7.6, 7.7, 7.9, 7.15, 11.3(d)(ii), 11.3(f)<br>Fulfillment Agreement: §3                                                                                     | Item 15                     |

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| OBLIGATION                                                        | SECTION IN AGREEMENT                                                                                                                                                                                      | ITEM IN DISCLOSURE DOCUMENT |
|-------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| k. Territorial development and sales quotas                       | Not applicable.                                                                                                                                                                                           | Item 12                     |
| l. Ongoing product/service purchases                              | Franchise Agreement §§ 6.2, 7.2, <del>7.12</del> , 7.14<br>Fulfillment Agreement: §3, 4                                                                                                                   | Item 8                      |
| m. Maintenance, appearance and remodeling requirements            | Franchise Agreement §§ 4.3, 4.4<br>Fulfillment Agreement: Not applicable                                                                                                                                  | Items 1, 7 and 9            |
| n. Insurance                                                      | Franchise Agreement § 7.12<br>Fulfillment Agreement: Not applicable                                                                                                                                       | Items 6, 8 and 9            |
| o. Advertising                                                    | Franchise Agreement §§ 6.1( <del>ed</del> ), 7.3, 8.1-8.2<br>Fulfillment Agreement: Not applicable                                                                                                        | Items 6, 9 and 11           |
| p. Indemnification                                                | Franchise Agreement §§ <del>5.4</del> <u>5.3</u> , 7.5, 7.6, 7.12, 7.15( <del>de</del> ), <del>7.19</del> <u>7.21</u> , 11.8, <del>13.3</del> <u>13.4</u> , 13.9, 15.3, 15.7<br>Fulfillment Agreement: §9 | Item 13 and 14              |
| q. <del>Owner's</del> Owner's participation/ management/ staffing | Franchise Agreement §§ 7.5, 7.6<br>Fulfillment Agreement: Not applicable                                                                                                                                  | Item 15                     |
| r. Records/reports                                                | Franchise Agreement §§ 7.11, 7.15, 9.3-9.4<br>Fulfillment Agreement: Not applicable                                                                                                                       | Items 6, 16 and 17          |
| s. Inspections/audits                                             | Franchise Agreement §§ 4.5, 7.14, 7.15, 9.4<br>Fulfillment Agreement: Not applicable                                                                                                                      | Items 6 and 11              |
| t. Transfer                                                       | Franchise Agreement §§ 10.1-10.6<br>Fulfillment Agreement: §10                                                                                                                                            | Item 17                     |
| u. Renewal                                                        | Franchise Agreement §§ 2.3, 4.1,11.5, 11.9, 11.11, 12.1-12.3<br>Fulfillment Agreement: §6                                                                                                                 | Item 17                     |
| v. Post-termination obligations                                   | Franchise Agreement §§ 5.5, 5.7(c), 5.7(d), 7.13, 10.2, 11.5; 11.8, 11.9, 11.11; Collateral Assignment of Lease<br>Fulfillment Agreement: not applicable                                                  | Item 17                     |
| w. Non-competition covenants                                      | Franchise Agreement § 5.7<br>Fulfillment Agreement: not applicable                                                                                                                                        | Item 17                     |
| x. Dispute resolution                                             | Franchise Agreement §§ 13.1-13.10<br>Fulfillment Agreement: §12                                                                                                                                           | Items 6 and 17              |

## ITEM 10. FINANCING

At this time, neither we nor our affiliate offer direct or indirect financing. We do not guarantee any note, lease, or obligation.

## ITEM 11. ~~FRANCHISOR'S~~ FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

**Except as listed below, we are not required to provide you with any assistance.**

After you sign your Franchise Agreement, ~~but~~ and before you open your business, we will provide the following support:

1. It is your exclusive responsibility to hire and train your employees generally. However, we offer a training program to certain individuals as discussed below. We do not mandate employment practices you must follow with your employees. Franchise Agreement Section 7.
2. We will lend you our Brand Standards Manual. Franchise Agreement Section 3.
3. To the extent we have them, we will make available to you a list of necessary or recommended equipment, signs, fixtures, inventory, and supplies ~~and~~ as well as a list of any specifications. We do not deliver, supply, or install any of these items. It is your responsibility to outfit your business premises in accordance with our standards and specifications. We may modify such specifications from time to time. Franchise Agreement Section 6.
4. To the extent we have them, we will make available to you a list of the approved suppliers. Franchise Agreement Section 6.

We are not required to provide you other supervision, assistance, or services prior to the opening of the Franchised Business. (Franchise Agreement - Section 6).

During the operation of the Franchised Business under your Franchise Agreement, we will provide the following structured, ongoing operational support:

1. We will provide advice and consultation services to you concerning the operation of your Franchised Business, ~~including giving advice regarding~~. Our advisory and consultation services may also include operational problems you encounter guidance relating to local marketing initiatives. While we do not typically charge a fee for ~~such~~ advisory and consultation services, if you request advice or consultation service which requires us to make our staff present at your Franchised Business for remedial training, we reserve the right to request reimbursement of \$200/day plus expenses. We will consult with you as to whether or not you are in need of an on-site visit and remedial training, but the final decision is ours if we determine your Franchised Business is not operating in accordance with our system standards. (Franchise Agreement - Section 6.1(b).)

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2. We will make available to you from time to time all improvements and additions to the system to the same extent and in the same manner as they are made available to our franchisees generally. These improvements and additions may involve additional products and services for you to sell. (Franchise Agreement - Section 6.1(c).)

3. We will continue to make the Brand Standards Manual available to you. Franchise Agreement Section 3.

4. We will make available to you from time to time such template marketing materials and promotional plans and materials, if any, as we prepare for use by FLEET FEET franchisees generally. You may use such materials in any local marketing. You will pay for all associated costs, including the cost to customize the materials for your particular use. Franchise Agreement Section 6.

During the operations of the Franchised Business under your Franchise Agreement, we may, but are not required to do the following:

1. While we are not required to do so, and while you have no right to receive any compensation for sales made through FFS Digital's e-commerce platform to customers residing within your Territory, our affiliate, FFS Digital, currently provides an opportunity for franchisees to participate in and benefit from FFS Digital's e-commerce platform. Under FFS Digital's current policy, if you provide certain marketing assistance to FFS Digital as outlined in the Brand Standards Manual and pay FFS Digital the required \$100 monthly fee, FFS Digital will pay you a commission on sales to customers residing in your Online DMA as defined below. Franchise Agreement Section 7.19.

Currently, FFS Digital also offers certain franchisees the opportunity to be fulfillment locations and receive additional compensation for ~~those~~providing fulfillment services. These franchisees are referred to as "Fulfillment Service Providers." If you are selected as a Fulfillment Service Provider, you must sign the Fulfillment Service Provider Agreement in Exhibit LK and abide by the agreement's terms and FFS Digital's standards.

We and FFS Digital have the right to alter, modify, or terminate the current online marketing policy at any time, subject to any limitations set forth in the Fulfillment Service Provider Agreement.

2. To the extent permissible under applicable law, we reserve the right to set promotional and maximum and minimum prices for certain products and services. Our current approach is to provide you with pricing guidelines and to allow you to establish your own prices. Franchise Agreement Section 7.4.

3. We may collect and expend the Marketing Fund. See details below. Franchise Agreement Section 8.

4. We may establish an Online Presence for the brand and your Franchised business. See details below. Franchise Agreement Section 5.8.

5. We may provide additional training as set forth below. We typically do not train your employees other than a full-time general manager. We do not assist with hiring your employees. We may, but are not obligated to, give you advice regarding establishing and using administrative, bookkeeping, accounting, and inventory control procedures. Franchise Agreement Section 7.

6. We or our affiliates may serve as suppliers of goods and services to you. Some of these goods and services may be optional and some may be required. Franchise Agreement Section 6.

## COMPUTER SYSTEMS

You must purchase or lease ~~the required hardware and software as designated by us and from our designated supplier(s) the required hardware, software, and technology services designated by us.~~ Current computer system requirements are ~~also updated from time to time~~ outlined in the Brand Standards Manual and may be updated from time to time. As the current computer system requirements change, you may be required to upgrade ~~or, update, or replace your hardware and software~~ computer systems. There are no restrictions on the timing, frequency, or the cost of upgrading, updating, or replacing your computer systems. Neither we nor any of our affiliates have an obligation to provide any ~~ongoing maintenance, support, repairs, upgrades, or updates.~~ Any such maintenance would be determined in accordance with the contract with the third-party supplier of such to your computer systems. These services, where applicable, are governed by your agreements with the relevant third-party providers. We will not be liable to you for the performance of your computer systems, nor will we be liable for any updates or failures to updates provided or offered by the approved POS/computer system supplier third-party providers.

We currently estimate that you will spend about ~~\$3,850 to 16,000 and \$7,700 to 24,000~~ on the computer hardware and software we require. ~~Specifically, we currently require franchisees to purchase a RICS point-of-sale~~ Required computer systems include, but are not limited to, a RICS point-of-sale ("POS") system, ~~(which includes point-of-sale point-of-sale, inventory management, and reporting software, for the fees of \$500 setup per location and \$199 per month per POS terminal, plus \$50 per month for additional event POS software)~~ and subscription; and a fit id® 3D scanner and software subscription from our designated third-party supplier. The POS software tracks orders and sales, and performs inventory management and as well as other functions. The POS system also generates and stores transaction, inventory, and business management data.

The current cost of the POS software subscription is approximately \$199 per month per location for one payment terminal, plus an additional \$20 to \$30 per month for each

additional payment terminal. The current cost of the fit id® is approximately \$399 per month.

~~Additionally, you must obtain a subscription to use the fit id® 3D scanner hardware and software from our designated third-party provider. This subscription cost is currently approximately \$400 per month.~~

We anticipate that the annual cost to update and maintain your required computer systems is \$3,000(including the subscription cost for the POS software and fit id®) is between \$12,000 and \$15,000, though this amount ~~can~~may change as we update the required computer system requirements.

If any software is proprietary to us, we will grant you a license to use the software upon execution of the software licensing agreement and payment of the license fee. We have no contractual obligation to upgrade the software. You will be provided, at your expense, with upgrades, updates, revisions and new releases to the software at such time as they are prepared as determined by the approved supplier, and at the sole discretion of the approved supplier.

~~We will have the right at all times to independently access your computer system to retrieve, analyze, and use the information, including your financial information regardless of whether or not you were required to purchase software or hardware. We will have the right at all times to access your computer system, POS, and foot scanning systems to retrieve, analyze and use the information stored thereon (other than your employee records, as you will exclusively control your labor relations and employment practices), including your financial information and customer data, and use it for any purpose, regardless of whether or not you were required to purchase software or hardware.~~ There is no contractual limit on these rights. Upon termination, expiration, or non-renewal of your Franchise Agreement, we own all customer data contained in these programs. (Franchise Agreement - Section 7.13.)

## **SITE SELECTION**

We are not required to provide a site for you or assist you in locating a site, negotiating a lease, or obtaining your business premises. However, if requested, we will advise you on recommended locations. You must obtain our acceptance of the site location and the lease, if you do not own the premises. Our review will allow us to determine whether the site meets our then-current standards for general location and neighborhood, parking, size, layout and other physical characteristics, lease terms including duration, and general conditions for use as a FLEET FEET franchise. We generally do not own the site or lease it to you. Meeting our criteria does not guarantee the location will be successful, and you must do your own due diligence. We have 30 days after receiving all requested information to reject or accept a site or lease. When you sign the Franchise Agreement we will designate a non-exclusive area within which your site should be located. After the site is accepted by us, we will designate your protected Territory.

The site must be identified and the lease for the site signed within six months after signing the Franchise Agreement. If we cannot agree on a site for your Franchised Business within six months, of signing the Franchise Agreement, then upon receiving your written request within ten days after the six-month period expires, we will terminate your Franchise Agreement, and, provided you sign our form mutual termination agreement, which includes a general release, we will refund 50% of the first installment of your initial franchise fee. (Franchise Agreement – Section 4.1, and Site Selection Addendum.)

It is your responsibility to conform your site to all local ordinances and building codes, and to obtain any required permits. You are solely responsible for constructing, remodeling, and decorating the site.

## TRAINING PROGRAM

At least one franchise owner must successfully complete the training program to our satisfaction before we will allow you to either open your new Franchised Business or take over an existing Franchised Business. If the trained owner is not actively involved in the ~~business~~Franchised Business, then you must have a full-time general manager who has successfully completed our training as your general manager. We plan to conduct the training program at a time intended to balance your convenience with the efficiencies achieved by training several franchisees at one time. We have sole discretion to hold training virtually through web-based methods, at our corporate office, in existing store locations, or at an alternative location we designate. The exact combination of training techniques will be applied on a case-by-case basis as we determine in order to facilitate training effectiveness. The exact amount of time spent on each part of the training will depend on the time required for mastery by the franchisees participating in the training. We are under no obligation to provide training to your particular specifications. The ~~providing~~provision of training to you via ~~web-methods~~web-based methods or in-person methods is a decision we make in our sole discretion. Training materials include hands-on experience, presentations, demonstrations, lectures, and the Brand Standards Manual. Training must be completed by an owner ~~or~~and, if the trained owner is not actively involved in the Franchised Business, a full-time general manager at least one month prior to opening a new Franchised Business.

There is no charge for this training program for up to two trainees. You may have additional people attend the training for our then-current additional training fee. You will bear all indirect training costs and expenses, such as salary expenses of your full-time general managers and all expenses of travel, lodging, meals and other living expenses you and your attendees incur.

[Link-to-previous setting changed from on in original to off in modified.].

## TRAINING PROGRAM

| Subject                                         | Hours of Classroom Training           | Hours of <del>On-The-Job</del> <u>On-The-Job</u> Training | Location                                                       |
|-------------------------------------------------|---------------------------------------|-----------------------------------------------------------|----------------------------------------------------------------|
| Daily Store Operations <sup>1</sup>             | 10                                    | 2 to 8                                                    | Carrboro, NC; Approved <i>FLEET FEET</i> store                 |
| Point of Sale System <sup>2</sup>               | 2                                     | 0 to 2                                                    | Carrboro, NC; Approved <i>FLEET FEET</i> store                 |
| fit id® and Customer Experience <sup>3</sup>    | 2 to 10                               | 4 to <del>8</del> <u>45</u>                               | Carrboro, NC; Approved <i>FLEET FEET</i> store                 |
| Financial Management <sup>4</sup>               | 2                                     | 0                                                         | Carrboro, NC or <del>Web Based</del> <u>Web-Based</u> Training |
| Inventory Management <sup>5</sup>               | <del>8</del> <u>10</u>                | 0 to 2                                                    | Carrboro, NC or <del>Web Based</del> <u>Web-Based</u> Training |
| Customer Acquisition and Marketing <sup>6</sup> | 8                                     | 2                                                         | Carrboro, NC or <del>Web Based</del> <u>Web-Based</u> Training |
| <b>TOTAL</b>                                    | <b><del>3234</del> to <u>4042</u></b> | <b><del>8</del> to <u>9459</u></b>                        |                                                                |

Note 1: Training will include mandatory brand operational standards and suggested practices.

Note 2: Training will include how to enter inventory, receive inventory against purchase orders, run sales and inventory reports and capture customer information. We will also cover suggested strategy behind buying and purchasing decisions, as well as merchandising best practices.

Note 3: Training will include an introduction to ~~biomechanics, understanding the shoe and bra walls~~ interviewing customers, taking measurements, gait analysis, and selecting the appropriate recommendations across shoes, socks, insoles, and more. Training will also include an introduction and overview to product technology, features and benefits.

Note 4: Training will include cash management, an overview of financial statements and our benchmarks. In addition, we will provide ongoing financial consultation via telephone at various points during the development process.

Note 5: Training will include understanding how to maintain proper inventory levels through the Open-to-Buy process, futures versus at-once orders, order revisions, and how to run and analyze inventory reports.

Note 6: Training will include store marketing and promotions.

At the time of opening, a representative of ours may be on site, if possible, to provide additional training and support to you and your staff.

We use various trainers through the training program, but all of the trainers will be certified by us as having mastered the subject matter they are teaching. Trainers will have a minimum of two years of experience working with us or in the industry.

While most additional training is optional, you may be required to attend additional training. We have the right to charge you an additional training fee. However, currently we have a policy that unless we require you to participate in remedial training because we deem it necessary, if you are required to attend the additional training, no tuition fee will be charged. You will be responsible for all transportation, lodging, food and other costs incurred in attending the training. We are not required to offer these courses and can terminate them at any time.

We may offer conferences and other training courses, and you or your full-time general manager may be required to attend. These courses may be conducted by our employees and/or by other trainers and will address various aspects of our business and other topics of interest to franchisees. You will be responsible for all transportation, lodging, food and other costs incurred by you ~~or~~ and the full-time general manager in attending such training. We may charge a fee for these trainings or conferences.

## **BRAND STANDARDS MANUAL**

Our Brand Standards Manual contains mandatory and suggested specifications, standards, and procedures. The "Brand Standards Manual" also includes any system, operations, and proprietary information given by electronic methods such as special websites for franchise owners, extranets, or digital, video, audio, or other forms of electronic content. Such materials may include information on financial and inventory management, store resource management, marketing, merchandising, fit id®, our ~~policy~~ policies and procedures, supplier programs and supplier contacts. The Brand Standards Manual is confidential and remains our property. Your employees are to see the Brand Standards Manual only on a need-to-know basis, subject to confidentiality agreements. We may modify ~~this material from time to time and its modified terms are binding on you and you are expected to be in compliance with the terms of our then-current Brand Standards Manual, which is currently provided online. We may periodically~~ amend, update, or replace the contents of the Brand Standards Manual without prior notice to from time to time, and its modified terms are binding on you. You will must comply with each amended, updated or replaced provision once uploaded to the Brand Standards Manual, unless a delayed start time is specified. You must remain in compliance with the terms of our then-current Brand Standards Manual, which is currently provided online. Revisions to the Brand Standards Manual will be made in our sole discretion. (Franchise Agreement, Section 7.1.)

The following is the Table of Contents of our Brand Standards Manual as of the date of this disclosure document:

| Topic                           | Number of Pages |
|---------------------------------|-----------------|
| PREFACE                         | <u>32</u>       |
| CHAPTER 1: THE FLEET FEET BRAND | <u>78</u>       |
| CHAPTER 2: FRANCHISE STANDARDS  | <u>84</u>       |
| CHAPTER 3: RETAIL STANDARDS     | <u>3420</u>     |
| CHAPTER 4: MARKETING STANDARDS  | <u>239</u>      |
| CHAPTER 5: E-COMMERCE           | <u>42</u>       |
| APPENDIX                        | <u>2</u>        |
| TOTAL                           | <u>8145</u>     |

## ADVERTISING

The Marketing Fund. The national marketing fund program (“Marketing Fund”) is supported by a fee paid by you and other FLEET FEET stores not to exceed 2% of Gross Sales. ~~The present marketing fund contribution is~~ Currently, you are required to contribute 0.25% of monthly Gross Sales to the Marketing Fund. Our affiliate-owned outlets contribute to the marketing fund on the same basis as the majority of our franchised outlets.

We have the sole discretion to determine ~~wherein our fully unrestricted judgment the manner in which~~ the Marketing Fund contributions will be spent to promote, enhance, or further the growth of the FLEET FEET brand, system, and businesses. While we are not obligated to spend the Marketing Fund on any particular services, and reserve our discretion to spend the Marketing Fund in any way we, in our sole discretion, determine to be beneficial to the system, some of the ways in which we may expend the Marketing Fund include, but are not limited to: (1) research; (2) promotional marketing, public relations, and advertising expenses to promote the brand; (3) hiring marketing, public relations and advertising agencies, and technology companies, or paying the salaries of in-house personnel to assist in developing the FLEET FEET brand name; (4) developing, evaluating, or using technologies that we believe may benefit the brand, the customers, the franchisees, or the brand’s reputation; ~~developing new, including, without limitation, developing, implementing, operating, and maintaining an intranet or extranet;~~ (5) developing and facilitating technologies for franchisees to use in the operation of the FLEET FEET businesses; (6) developing new supplier relationships, equipment, and/or franchisee revenue sources; (7) expenses associated with listings on websites, contest registrations, digital marketing content, influencer marketing, radio, billboards, TV, print, direct mail, or internet advertising, and events and promotions designed to garner media attention and promote the brand name; (8) expenses associated with conducting market research; (9) travel expenses in connection with promotions and marketing meetings, training, and development of trademarks and trademarked materials; (10) production of marketing, public relations, or digital or social media content, including, but not limited to, advertisements, coupons, and other

promotional materials; (11) expenses incurred in developing and maintaining the non-franchise sales portion of any Online Presence; and (12) expenses incurred in using search engine optimization, pay-per-click, or other digital marketing software, services, or companies to help promote the brand-; (13) the purchase of customer lists, leads, and other assets of existing, competitive businesses, including the payment of all costs and fees (including attorneys' fees) incurred in connection with any such purchase; (14) the cost of developing and/or maintaining promotional programs; and (15) maintaining the quality of customer service and brand confidence.

While we do not anticipate that any part of Marketing Fund contributions will be used for advertising which is principally a solicitation for franchisees, we reserve the right to use the Marketing Fund for public relations or recognition of the FLEET FEET brand, for the creation and maintenance of a website, a portion of which can be used to explain the franchise offering and solicit potential franchisees, and to include a notation in any advertisement indicating "Franchises Available" or similar language.

We may occasionally provide for placement of advertising on behalf of the brand; however, we are more likely to provide you with advertising content to use in your local territory. You will be responsible for implementing any promotional or public relations programs or placing any advertising content we create, at your own expense.

Currently, the Marketing Fund contributions are payable to us. We reserve the right to establish in the future a nonprofit corporation or other business entity to collect Marketing Fund contributions from our franchisees. The Marketing Fund is administered by our personnel under our direction. We and our personnel have sole discretion and control over the creative concepts, advertising and marketing materials, and media used by or for the Marketing Fund, as well as the placement, allocation, and composition of all geographic and markets areas in which the advertising, marketing or promotional activities of the Marketing Fund are implemented.

You annually will be able to obtain an unaudited, internally generated accounting of the Marketing Fund upon written request to our Chief Operating Officer at our principal place of business. The Marketing Fund is not audited. We will not use your Marketing Fund contributions to defray any of our operating expenses, except for any reasonable administrative costs and overhead that we may incur in administering or directing the Marketing Fund, including the cost of personnel- we hire or contract with to create and implement the programs paid for by the Marketing Fund and our costs incurred in collecting Marketing Fund contributions (including attorneys', auditors', and accountants' fees).

Marketing Fund contributions not spent in the fiscal year in which they accrue are carried forward to cover marketing expenses in future years. Although the Marketing Fund is intended to be perpetual, we may terminate it at any time. We will not terminate the Marketing Fund, however, until all money in the Marketing Fund has been spent for marketing or promotional purposes. Other franchisees' Marketing Fund contributions may be calculated at a different rate or on a different basis and, under limited circumstances, certain franchisees may not be required to pay Marketing Fund fees.

We may have the Marketing Fund borrow from us or other lenders to cover any Marketing Fund deficits. We may have the Marketing Fund invest any surplus for the Marketing Fund's future use.

(Franchise Agreement - Section 8.1 (d).)

The Marketing Fund expenditures during ~~2024~~2025 are categorized as follows:

| USE                                      | PERCENTAGE                |
|------------------------------------------|---------------------------|
| Advertising/ Media Buys/ Media Placement | <del>52</del> <u>46</u> % |
| Agency and Platform Fees                 | <del>28</del> <u>37</u> % |
| National Partnerships and Events         | <del>14</del> <u>6</u> %  |
| Production                               | <del>51</del> <u>0</u> %  |
| Administration                           | 1%                        |
| <b>TOTAL</b>                             | <b>100%</b>               |

Other Marketing By Us. We have no additional obligation to conduct advertising and marketing on behalf of our brand or any FLEET FEET store. If we do engage in other advertising and marketing, we have the sole discretion to select the media used, the scope of media coverage, and the source of the advertising. We have no obligation to spend any amount of money on advertising in an area where you are located or on behalf of your franchise. We may make available to you, from time to time, marketing materials we prepare for use by our franchisees generally. You may use such materials in any local marketing. You will pay for all associated costs. (Franchise Agreement – Section 6.1(d).)

We may maintain a website to promote the ~~Trademarks~~Marks, or any or all of the ~~Franchised Businesses~~FLEET FEET businesses within the system. We may also develop and maintain any other type of online, internet, virtual, or digital presence (each, an “Online Presence”) as we see fit. An Online Presence includes but is not limited to (1) the brand website, other webpages, or domain names; (2) accounts, pages, or profiles on social media sites; social networking sites, news sites and groups; online, internet, or digital directories; video, audio, photography, and messaging services; blogs; or forums; (3) e-commerce sites or accounts; (4) digital or online advertising and marketing content and services; (5) mobile applications; (6) virtual reality platforms; (7) any identifiers of an Online Presence; or (8) ~~a~~any presence on any other type of online, internet, virtual, or digital tool, good, or service that may be developed. We will have the sole right to control all aspects of each Online Presence, including its design, content, functionality, links to any other Online Presence, including its design, content, functionality, links to any other Online Presence, legal notices, and policies and terms of usage. We will also have the right to discontinue operation of any Online Presence at any time without notice to you. You may not establish or operate an Online Presence (including a website, webpage, domain name, Internet address, social media account, blog, forum, advertisement, e-commerce site, or email address) that in any way concerns, discusses or alludes to us, the FLEET FEET system, or your Franchised Business without our written consent. The Marks may not be used as part

of, in conjunction with, to establish, or to operate any Online Presence, except as specifically approved by us. You may not post, and must take such steps as necessary to ensure that your employees do not post, ~~on any information on an Online Presence that any information~~ relating to us, the system, the ~~TrademarksMarks~~, or the Franchised Business that (a) does not comply with our then-current brand, social media, or Online Presence guidelines described in the Brand Standards Manual; or otherwise provided to you; (b) is derogatory, disparaging, or critical of us, the system, or the ~~TrademarksMarks~~, (c) is illegal, offensive, inflammatory ~~or, controversial, unethical, immoral, indecent, or otherwise inappropriate~~; and/or (d) harms the goodwill and/or public image of the system and/or the ~~TrademarksMarks~~. We may require that you maintain and utilize a specific email account in connection with the Franchised Business. You may not establish or permit or aid anyone else to establish any links to any Online Presence or communication arrangement which we may create. You must promptly modify or remove any online communication or content pertaining to the Franchised Business that does not comply with the Franchise Agreement or the Brand Standards Manual.

Your Marketing. You may develop marketing materials for your own use at your own cost. We encourage the sharing by franchisees of marketing ideas and materials. ~~We require you to submit~~ Prior to using any marketing and/or promotional materials, you must submit them to us in advance and to obtain for our review and approval before using them. You ~~can~~ must not use any advertising and marketing materials that have not been approved by us, and you may only advertise your Franchised Business and on websites approved in advance by us. You are required to follow our instructions in connection with any marketing or promotional materials, whether or not we provide these materials for your use. (Franchise Agreement - Section 8.2.)

We may require you to participate in certain contests, events, training programs, promotions, and initiatives. We may also require you to partner with brands, businesses, or non-profit organizations in your local market, and we may require you to sponsor, support, and organize contests ~~and, events, and training programs.~~ We may also require you to participate in certain charitable promotions, initiatives, co-branding opportunities, events, sponsorships, and contests, and training programs intended to increase awareness of the FLEET FEET brand and your Franchised Business in your local market. ~~There; and there~~ is no restriction on our ability to do so ~~require the same.~~ You may be required to provide free or discounted products or services as a result of such giveaways, initiatives, and promotions. We are not required to reimburse you for your costs and expenses incurred as a result of these giveaways, initiatives, and promotions.

Other. While we are not required to do so, we maintain a Brand Advisory Council ("BAC"). Within the BAC are committees which provide advice on their areas of focus and may include advertising recommendations. The BAC and its committees serve in an advisory capacity only and have no operational or decision-making power. Our Chief Executive Officer appoints the members of the BAC. We have the right at any time to add or remove members of the BAC or dissolve the council in our sole discretion.

We will not require you to participate in any local or regional advertising cooperatives. You may not enter an advertising cooperative without our prior written permission. (Franchise Agreement – Section 8.2.)

## DEVELOPMENT SCHEDULE

The typical length of time we estimate between your signing of the Franchise Agreement (or first paying us money) and opening your Franchised Business is 8 to 12 months. You are required by the Franchise Agreement to open your business within 12 months from the Franchise Agreement signing date. You are required to sign a lease for your site within 6 months after signing the Franchise Agreement. Factors impacting the time to open ~~would~~may include financing constraints<sub>7,1</sub>; building permits<sub>7,1</sub>; zoning and local ordinances and delayed installation of equipment, fixtures and signs<sub>7,1</sub>; the amount of time and effort you commit to the site selection process and the construction of your Franchised Business; and the availability of acceptable sites within the geographical area you choose, among others. Delays or a lack of effort by you, your contractors<sub>1</sub> or your prospective landlord ~~will~~may increase ~~these~~the time ~~periods~~it takes you to identify a site, sign a lease, construct your Franchised Business, and open your Franchised Business. If you change your employment, business, or financial status before the opening of your Franchised Business, you do so at your own risk. Any and all such changes should be made only as a result of careful thought and advanced planning after obtaining advice from appropriate professional advisors.

## ITEM 12. TERRITORY

Territory Granted. Upon execution of your Franchise Agreement, you will receive a territory (“Territory”), consisting of a population base of approximately 200,000 people around your Franchised Business, provided the population base does not exceed a 25-mile radius. ~~Within the Territory we~~We will not locate nor allow any other party to locate ~~a retail~~within the Territory a brick-and-mortar retail store of the kind being licensed to you using the ~~Trademarks~~Marks. Typically, the Territory will be defined as the area within a radius around the Franchised Business, but we reserve the right through mutual agreement to define the ~~territory~~Territory using a method other than a radius method. The Territory will be defined in your Franchise Agreement. We will use population estimates deemed reliable by us. Your Franchised Business ~~will~~must be at a site we accept within the Territory.

So long as you are in compliance with your Franchise Agreement, your rights to the Territory granted under the Franchise Agreement are not contingent upon achieving a certain sales volume, market penetration, or any other contingency and cannot be altered. If you default under the Franchise Agreement, we have the alternative remedy to terminate your Territory protections. Upon renewal, your Territory will be based upon our then-current territory measurements and standards.

Limitations on Territory. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. Your Territory granted under the

Franchise Agreement is protected only to the extent that no one may locate a FLEET FEET ~~brick-and-mortar~~brick-and-mortar store within its geography, but the Territory may overlap with the territory of other franchisees. All FLEET FEET stores may sell their products and services to any customer who physically visits the store.

Regardless of either proximity to your Territory or your Franchised Business, or any actual or threatened impact on sales of your Franchised Business, we retain all rights not expressly granted to you, including, among others, to: (a) use the ~~Trademarks~~Marks and FLEET FEET system in connection with establishing and operating FLEET FEET businesses at any location outside the Territory; (b) use the ~~Trademarks~~Marks or other marks in connection with selling or distributing any goods (including branded merchandise or product) or services anywhere in the world (including within the Territory, other than through a brick-and-mortar FLEET FEET store), whether or not you also offer them, through other channels of distribution, including, for example, expositions, special events (e.g. marathons), off-site events, drop shops, kiosks, carts, catalogs, mail order, or the Internet or other electronic means; (c) supply businesses and individuals located within or outside your Territory with goods and services that may be the same as the goods and services you provide, whether we use the ~~Trademarks~~Marks or not; (d) use the ~~Trademarks~~Marks in connection with soliciting or directing advertising or promotional materials to customers anywhere in the world (including within the Territory); and (e) subject to applicable laws and regulations, use, sell, or distribute, in any way, to any party, including suppliers who may also operate their own retail stores, within or outside your Territory, the customer lists, customer data, sales data, and any other information generated by your FLEET FEET business or any other FLEET FEET business. We also have the right to acquire, be acquired by, or merge with other brands or outlets, even if the concepts or outlets are similar to the business operated under the FLEET FEET system, even if they have locations in your Territory, and even if those locations use and sell FLEET FEET-branded devices, items, systems, and merchandise; provided, any such outlet within your Territory will not operate with FLEET FEET as its trade name. ~~If we~~Our exercise of any of these rights, ~~we~~ will not be obligated impose upon us any obligation to compensate you for such sales solicited or made inside or outside your Territory.

We, currently sell products online through our affiliate, FFS Digital ~~currently sell products online~~. Our current policy is to pay you a certain percentage of online sales that ship to addresses within your Online DMA. The "Online DMA" is a geographical area surrounding your location which we or FFS Digital will define and may adjust from time to time. Your Online DMA will not mirror the Territory you will be granted under the Franchise Agreement and may be smaller or larger. We do not guarantee any size of Online DMA. Your Online DMA is established by our policy and can be modified or terminated by us at any time in our sole and absolute discretion. We may also provide you with the right to receive additional compensation for holding and/or shipping products to customers within or outside of your Online DMA if we approve you to sign a fulfillment provider agreement with us. FFS Digital can terminate the fulfillment program as provided for in that agreement.

The Franchised Business ~~is to~~must be operated solely as a brick-and-mortar retail business, and you will have no rights to sell any items through telemarketing, mail order catalogs, computer and/or internet marketing, online methods, or any other such system, or to sell any product at a lower price to persons who do not visit your brick-and-mortar store than you do for people who are regular in-store customers. Currently, ~~you~~any participation ~~by you~~ in online sales ~~will~~must only be through the terms of ~~the~~a fulfillment provider agreement. Although you have no right to sell your products except on-site at your Franchised Business and may not advertise, market, or solicit orders outside of your Territory without obtaining our prior permission, we currently maintain the policy that you may sell your products at off-site events within your Territory provided you abide by our policies and procedures related to such off-site events. We may modify or cancel our off-site policy at any time.

Relocation of Business. You may not relocate the Franchised Business without our express written permission. If your landlord terminates your right to possession of your accepted site before the Franchise Agreement's term expires, then you and we must determine a new location within 120 days; otherwise, we will have the option to terminate the Franchise Agreement.

Additional Locations. The Franchise Agreement does not provide you with any option or rights of first refusal to purchase additional franchises.

Retail Stores under other Trademarks. As of ~~February 15~~March 20, 2025~~2026~~, our affiliate, MARATHON SPORTS, owns and operates ~~25~~27 retail sporting goods stores selling running shoes, fitness apparel, and related accessories under the trademarks "Marathon Sports" and others. Currently, these stores are all affiliate-owned and operated, but we and our affiliate reserve all rights to implement different ownership and operating structures ~~in the future~~, including franchises, in the future. Currently, there are no Marathon Sports franchisees. The purchase of the Marathon Sports and other brands and stores occurred in August 2022. ~~Our affiliate's~~MARATHON SPORTS' principal business address is ~~838 Moody St.~~117 Beaver Street, Waltham, Massachusetts ~~02453~~02452 and is distinct from our office. We anticipate that Marathon Sports operators will be trained in Marathon Sports stores but reserve all rights to have them train at any location we ~~and~~or our affiliate deem appropriate. MARATHON SPORTS is not limited with respect to where it ~~will~~may solicit or accept orders, and it may do so within your Territory. There are no limits to our ~~ability~~authority to resolve conflicts between affiliated brands regarding territory, customers, and franchise support.

### ITEM 13. TRADEMARKS

We will license to you the following principal ~~Trademarks~~Marks on the terms set forth in the Franchise Agreement, each of which is registered on the Principal Register of the United States Patent and Trademark Office (“USPTO”):

|            | REGISTRATION NO. | EFFECTIVE DATE OF REGISTRATION | MARK                                                                                |
|------------|------------------|--------------------------------|-------------------------------------------------------------------------------------|
| 1.         | 1,210,491        | September 28, 1982             | FLEET FEET “Typed Drawing”                                                          |
| 2.         | 1,741,392        | December 22, 1992              | FLEET FEET “Typed Drawing”                                                          |
| <u>43.</u> | 5,765,102        | May 28, 2019                   |   |
| <u>54.</u> | 5,765,101        | May 28, 2019                   |  |

~~Presently, there~~There are no currently effective agreements which significantly limit our rights to use or license the use of the ~~Trademarks~~Marks listed in Item 13 in a manner material to the franchise. Prior to July 1977, our predecessor owned trademark rights for the “FLEET FEET” mark in California, (e.g., California registrations issued July 3, 1977 for use with clothing and December 4, 1978 for retail services), but our predecessor was unable to prevent other users from using the mark outside of California. One of these users continues to exist in Wisconsin. Based upon our federal registration of the mark, we have notified these pre-existing, non-licensed users that they are forbidden to expand their geographic area of use. We do not intend to locate any FLEET FEET franchisees within ~~this geographic area~~Wisconsin. Otherwise, we know of no other superior rights to the “FLEET FEET” marks. We know of no infringing use of the “FLEET FEET” marks which could materially affect your use of them.

With respect to each of the above federal registrations, all affidavits of use have been timely filed and each renewal has been filed when it has become due. We intend to file all necessary affidavits of use and renewal applications when they become due. None of the registrations is due for renewal as of the date of this disclosure document.

There is no pending material federal or state court litigation regarding our use or ownership rights of, or the right to license, the above-listed ~~Trademarks~~Marks. There are no pending interference, opposition, or cancellation proceedings involving any of

the ~~Trademarks~~Marks. There are no currently effective material determinations of the USPTO, Trademark Trial and Appeal Board, or any state administrator or court regarding any of the Marks.

A federal or state trademark or service mark registration does not necessarily protect the use of the concerned mark against a prior user in each relevant market area. Therefore, prior to entering into the Franchise Agreement, you should check and be sure that there are no existing uses of our ~~Trademarks~~Marks or names, or any marks or names confusingly similar to any of them, within the market area where you want to do business. If you find any similar names or marks, you should immediately notify us. Any action to be taken in that event is strictly within our discretion.

Your right to use the ~~Trademarks~~Marks is derived solely from the Franchise Agreement and for the purpose of operating Franchised Businesses. All usage of the ~~Trademarks~~Marks by you and any goodwill established from this usage is to our exclusive benefit. After the termination, non-renewal, or expiration of your Franchise Agreement with us, you may not, except with respect to FLEET FEET businesses operated according to Franchise Agreements granted by us, at any time or in any manner identify yourself or any business as a franchisee or former franchisee of, or otherwise associated with, us or the FLEET FEET brand or system or use in any manner or for any purpose any ~~mark~~Mark or other distinguishing signs or any colorable imitation of same. You may not use any ~~mark~~Mark as part of any corporate name or with modifying words, terms, designs, or symbols except for those licensed by us. You may not use any ~~mark~~Mark in connection with any business or activity, other than the Franchised Business, or in any other manner not explicitly authorized in writing by us.

You must immediately notify us of any claim of infringement, knowledge of infringement by others, or challenge to your use of any names or ~~Trademarks~~Marks licensed to you by the Franchise Agreement. You must cooperate with us fully and communicate concerning such matter with no one but us and our counsel. We have the right to control any administrative proceedings or litigation involving ~~a Trademark~~any Mark. Should we elect to take legal or administrative action, which we ~~can~~may do in our sole discretion, you agree to join as a party to such action or allow the action to be brought solely in your name, as and only if we so direct. We may but are not required to participate in your defense to, or protect you from, a claim related to the ~~Trademarks~~Marks like infringement or unfair competition. We will indemnify and reimburse you for damages obtained by a third party based on your use of the "FLEET FEET" trademark or service mark, provided you have at all times fully complied with Article 5 of the Franchise Agreement. However, you would be responsible for any rebranding expenses resulting from the same.

We may modify or discontinue ~~the Trademarks~~any Mark or names in question and add marks, names, logotypes and/or commercial symbols. Whenever we make a decision to modify, add, or discontinue ~~the Trademarks, names, logotypes~~any Mark, name, logotype, and/or commercial ~~symbol~~symbol and we retain the right to license the modified or discontinued ~~Trademarks~~Mark(s), you agree to make, at your expense,

such modifications as may be necessary to comply with our decisions related to use of our ~~Trademarks~~Marks.

#### ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We hold no patents or patent applications. We have registered no copyright with the United States Copyright Office. However, we claim copyrights for certain training materials, forms, advertisements, promotional materials, and other written materials. We claim copyright and trade secret protection for the proprietary information in our Brand Standards Manual (including websites for franchise owners) and the fit id® process.

~~Other of our~~Our proprietary information also includes (i) all knowledge, know-how, standards, methods and procedures related to the establishment and operation of the Franchised Business ~~and includes~~; (ii) all records pertaining to customers, suppliers, and other service providers of, and/or related in any way to, the Franchised Business; (iii) all mail lists, manuals, promotional and marketing materials; (iv) all marketing strategies; and (v) any other data and information that we or our affiliates ~~designates~~designate as confidential, including all information contained in the Brand Standards Manual.

There are no agreements currently in effect which significantly limit your right to use any of our copyrights. Also, there are no currently effective determinations by the USPTO, the U.S. Copyright Office, or any court pertaining to or affecting any of our copyrights discussed above. As of the date of this disclosure document, we are unaware of any infringing uses or superior previous rights to any of our copyrights which could materially affect your use of them in any state.

If you or your owners, officers, managers, or employees conceive, invent, create, design and/or develop any ideas, techniques, methods, processes or procedures, formulae, products, packaging, or other concepts and features relating to the operation of your Franchised Business, or business practices, or the manufacturing, production, marketing or sale of products sold in your Franchised Business, or related products, goods, or services in connection with the Franchised Business ("Innovations"), you (or they) will be deemed to have assigned to us all of your (or other) rights, title, and interests in and to the Innovations, including any intellectual property rights, ~~to us~~. You. Additionally, you and they ~~also~~ must cooperate with us in connection with protecting the Innovations.

You will not have the exclusive right to use the Innovations or any of our patents or patent applications, copyrights, or proprietary information, nor will you acquire, by use or otherwise, any right, title or interest in or to the Innovations, the copyrights or the proprietary information, other than as expressly contained in, and limited by, the Franchise Agreement. Upon expiration, non-renewal, or termination of the Franchise Agreement, you may not, directly or indirectly, use the Innovations, the claimed subject

matter of any patents or patent applications, the copyrights, or the proprietary information in any manner or for any purpose whatsoever.

You must immediately notify us of any conduct that could constitute infringement of or challenge to the Innovations, the patents or patent applications, the copyrights ~~and, or~~ the proprietary information. We will decide, in our sole discretion, whether to institute any action in connection with infringement of or ~~challenged~~ challenge to the Innovations, the patents or patent applications, the copyrights ~~and, or~~ the proprietary information, and we have the right to control all such actions and proceedings. We are not required to protect your right to use the Innovations, the patents or patent applications, the copyrights, or the proprietary information or participate in your defense. We may do so in our sole discretion. We will not indemnify you for any damages arising out of your use of our Innovations, claimed subject matter of any patents or patent applications, copyrights ~~and, or~~ proprietary information in compliance with the Franchise Agreement.

We may, in our sole discretion, modify or discontinue use of the Innovations, the claimed subject matter of any patents or patent applications, the copyrights, and/or the proprietary information and/or use other information and/or rights in their place. You will bear the expenses associated with any changes we require you to make.

You must use the proprietary information only in the manner required by us and in no other manner. This information is strictly confidential. You may not disclose confidential information to any person, or use any of that information for any purposes, except disclosure to a person who has signed and delivered to us a confidentiality agreement and use as necessary in connection with the operation of your ~~FLEET FEET franchise~~ Franchised Business. In addition, you must fully and strictly comply with all security measures required by us for maintaining the confidentiality of all information designated by us as trade secrets. All owners of the franchise, their spouses, and other full-time general managers must sign our form of confidentiality agreement. ~~Such~~

Your confidentiality obligations under the separate ~~agreement~~ confidentiality agreements and the Franchise Agreement prohibit you from revealing our trade secrets by any means, including electronic means. We own all electronic ~~communication~~ communications, including email and certain online postings, that contain proprietary information regarding our franchise system as well as all customer mailing lists and contact information. While we grant you a license to use the data during the term of the Franchise Agreement, the data constituting our trade secrets is ours and cannot be used except for the Franchised Business.

#### **ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS**

The business must be directly supervised and managed on-site and full-time by a person, identified to us, who has successfully completed our training program or for whom, based on his or her experience, we have waived this requirement. We encourage but do not require an owner to personally supervise the Franchised Business. We do not require the full-time general manager to have any ownership

interest in the Franchised Business. We have the right to require a general manager, whether an owner or not, to sign our form of confidentiality, non-competition, and non-solicitation agreements.

We do, however, prefer to select franchisees who favor and appear committed to a “hands on” and well-informed approach to ~~the~~operating their FLEET FEET franchised business. We strongly recommend that owners devote a substantial amount of time to ~~the Franchised Business~~their franchised business, whether or not the franchisee hires a general manager. Franchisees who do not devote their full time and efforts to the establishment and operation of their ~~Franchised Business~~franchised business may have lower gross sales, higher operating costs, and lesser name recognition in their areas than those franchisees who do devote their full efforts to ~~the~~their franchised business. We also encourage you and your staff to participate in a fitness lifestyle to promote an understanding of and involvement with ~~the~~your customer base.

All owners owning twenty percent (20%) or more of the equity in the ~~business~~Franchised Business and their ~~spouse~~respective spouses will be required to sign a personal guaranty agreement in which they will guarantee the performance of the franchisee’s obligations to us, as well as our form of non-competition, non-solicitation, and non-disclosure agreements.

The people you retain to work in your Franchised Business will be your agents and employees. They are not our agents or employees and we are not a joint employer of such persons. You will be solely responsible for recruiting and hiring the people you employ to operate the Franchised Business and must determine whom to hire; how many people to hire, retain, and train; and how you will compensate such persons. You are responsible for your employees’ and agents’ training, wages, taxes, benefits, safety, schedules, work conditions, assignments, discipline, and termination. You must comply with all applicable employment laws. We will not operate your Franchised Business, direct your employees, control the forms of employment agreements you use with your employees, or oversee your employment policies or practices.

#### **ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

You ~~must~~may sell only the products and services authorized by us. You must sell all products and services we require. We have the right to add or eliminate authorized or required products or services at any time and there are no restrictions on our right to do so. You may sell approved products and services to any customer ~~at-on-site at your brick-and-mortar~~brick-and-mortar store. ~~However, you~~You must operate the Franchised Business solely as a brick-and-mortar retail, brick-and-mortar business, and you agree not to sell any items through any other channel of distribution, including at any unauthorized off-site events, telemarketing, computer marketing, internet sales, mail order catalogs, or any other such system. Although you have no right to sell your products except on-site at your Franchised Business and may not advertise, market, or solicit orders outside of your Territory without obtaining our prior permission, we currently maintain the policy that you may sell your products at off-site events within

your Territory provided you abide by our policies and procedures related to such off-site events. We may modify or cancel our off-site policy at any time.

Currently, any participation by you in online sales must only be through the terms of a fulfillment provider agreement. You must comply with our policies and procedures specified in Exhibit LK related to the e-commerce initiative. All such e-commerce must be done in accordance with established procedures and fee income will be allocated as determined by FFS DIGITAL in accordance with any participation agreement you may have signed and/or FFS DIGITAL's ~~then-current~~ then-current procedures.

You will be obligated to offer and sell those new products and to participate in all local, regional, and promotional program initiatives and campaigns adopted by us that we require you to participate in. We reserve the right to designate which franchises may, or will be required to, participate in new product or service tests, new or modified product or service offerings, and other programs and initiatives that we may, from time to time, develop. If we designate you for participation in any such program, initiative or campaign, you must participate when and as required by us. There are no limits on our rights to require you to offer and sell those new products or to participate in those programs, initiatives and campaigns.

You must comply with any brand standards we may establish for returns, gift cards, and rewards programs. We may require you to participate in certain contests, events, training programs, promotions, and initiatives. We may also require you to partner with brands, businesses, or non-profit organizations in your local market, and we may require you to sponsor, support, and organize contests ~~and~~ events, and training programs. We may also require you to participate in certain charitable promotions, initiatives, co-branding opportunities, events, sponsorships, ~~and contests, and training programs~~ intended to increase awareness of the FLEET FEET brand and your Franchised Business in your local market. There is no restriction on our ability to do so. You may be required to provide free or discounted products or services as a result of such giveaways, initiatives, promotions, and rewards programs. We are not required to reimburse you for your costs and expenses incurred as a result of these giveaways, initiatives, promotions, or our return policy program, gift card program, and rewards program.

# **ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION THE FRANCHISE RELATIONSHIP**

## **THE FRANCHISE RELATIONSHIP**

**This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.**

| <b>PROVISION</b>                                  | <b>SECTION IN<br/>FRANCHISE OR<br/>OTHER<br/>AGREEMENT</b>  | <b>SUMMARY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------------------------------------------------|-------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a. Length of the franchise term                   | Franchise Agreement §§ 2.2, 12.1; Fulfillment Agreement § 6 | Franchise Agreement: Initial term is 20 years.<br><br>Fulfillment Agreement: Initial term is effective date until December 31 of the year in which you sign the Fulfillment Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| b. Renewal or extension of the term               | Franchise Agreement §§ 2.3, 12.2; Fulfillment Agreement § 6 | Franchise Agreement: If you qualify for renewal, a term that is the greater of 5 years or the length of the then-current initial term of the franchise agreement.<br><br>Fulfillment Agreement: A 1-year renewal term is automatic, unless you provide us 60 days' written notice.                                                                                                                                                                                                                                                                                                                                                                                                                 |
| c. Requirements for franchisee to renew or extend | Franchise Agreement §§ 2.3, 12.2; Fulfillment Agreement § 6 | Franchise Agreement: You must notify us of your intention to renew at least 9-18 months in advance, be in compliance with the Franchise Agreement, execute our then-current form of Franchise Agreement and related agreements, sign a general release, update and refurbish the business, demonstrate right to maintain your store premises for at least 10 years. On "renewal" you may be asked to sign a contract with materially different terms and conditions than the original contract. The royalty rate and Territory could be different in the renewal agreement.<br><br>Fulfillment Agreement: Automatic renewals until the Fulfillment Agreement or Franchise Agreement is terminated. |

| PROVISION                                  | SECTION IN<br>FRANCHISE OR<br>OTHER<br>AGREEMENT                      | SUMMARY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------------------------------------|-----------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| d. Termination by franchisee               | Franchise Agreement §§ 11.6<br><br>Fulfillment Agreement § 6          | Franchise Agreement: For cause, if we breach a material provision of the contract and fail to cure within 90 days after you provide us with written notice of such breach, you may terminate the Franchise Agreement with 30 days' written notice.<br><br>Fulfillment Agreement: Upon 60 days' notice to us.                                                                                                                                                                                                                                                                                                                                        |
| e. Termination by franchisor without cause | Franchise Agreement: Not applicable.<br><br>Fulfillment Agreement § 6 | Franchise Agreement: We cannot terminate except for cause.<br><br>Fulfillment Agreement: We can terminate upon 5 days' notice to you for any reason.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| f. Termination by franchisor with cause    | Franchise Agreement §§ 11.1, 11.2, 11.3<br>Fulfillment Agreement § 6  | Franchise Agreement: § 11.1 describes causes for automatic termination. § 11.2 deals with termination upon notice. § 11.3 addresses termination following an opportunity to cure.<br><br>A default under any Franchise Agreement will be a default under all Franchise Agreements with us. The laws of your state may provide additional rights to you concerning termination of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law of your state, the law of your state will control.<br><br>Fulfillment Agreement: Failure to follow the Standards and Procedures or other breaches of the agreement. |

| PROVISION                                            | SECTION IN<br>FRANCHISE OR<br>OTHER<br>AGREEMENT               | SUMMARY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------------------------------------------|----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| g. "Cause"<br>defined—defaults which can<br>be cured | Franchise<br>Agreement § 11.3;<br>Fulfillment<br>Agreement § 6 | <p>Franchise Agreement: Non-compliance, non-payment, late reporting, breach of representations and warranties, failure to perform other obligations under agreements with us or our affiliates, non-willful falsification of information, non-willful deception of customers, failure to timely completed required training, failure to have the capital amounts we require; loss of the business premises; we determine you are insecure and do not timely cure the issue; out of territory operations; threats to customer health and safety; beginning operations without our approval; operating under unauthorized trademarks, using unauthorized goods and suppliers, selling unauthorized goods and services and related defaults; failure to timely transfer after death or incapacity; failure to pay taxes; breach of a contract with a supplier.</p> <p>Fulfillment Agreement: Failure to follow the Standards and Procedures or other breaches of the agreement.</p> |
| h. "Cause"<br>defined<br>non-curable<br>defaults     | Franchise<br>Agreement §§ 11.1<br>and 11.2                     | <p>Bankruptcy, insolvency, appointment of receiver, and the like. Fraudulent and criminal conduct; unethical business activities; breach of covenants related to confidential information, our trademarks, and the system; certain kinds of dishonesty with employees; failure to timely open the business or failure to timely sign a lease; failure to cure a default under a lease, financing instrument, or supplier agreement; three defaults within 24 months; abandoning the business; willful and material falsification; unauthorized transfers; willful and repeated decision of customers; other incurable actions. A provision in the Franchise Agreement which terminates the franchise upon the bankruptcy of the franchise may not be enforceable under Title 11, U. S. Code Section 101.</p>                                                                                                                                                                     |

| PROVISION                                              | SECTION IN FRANCHISE OR OTHER AGREEMENT                         | SUMMARY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------------------------------------------------|-----------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| i. Franchisee's obligations on termination/non-renewal | Franchise Agreement § 11.5                                      | Cease operations; cease advertising; de-identify the premises in accordance with our instructions; destroy or return materials containing the trademarks; pay us all amounts owed; return our property; cease use of the telephone number, email address, online presences, etc. and assign them to us; comply with covenants against unfair competition, non-solicitation, and confidentiality; communicate with suppliers about the termination; pay us the value of the outstanding gift card liability; comply with our instructions related to computer systems, data, and customer information; comply with our rights to assignment of the store premises and purchase the business. |
| j. Assignment of contract by franchisor                | Franchise Agreement § 10.6; Fulfillment Agreement §§ 1.03, 10   | We may freely assign our rights and duties under each agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| k. "Transfer" by franchisee -definition                | Franchise Agreement § 10.1<br>Fulfillment Agreement §§ 1.03, 10 | Franchise Agreement: Broadly defined as a "Full Transfer" or an "Affiliate Transfer" which include bequests, fractional interests, shares, etc.<br><br>Fulfillment Agreement: The transfer provisions in the Franchise Agreement apply to the Fulfillment Agreement. You cannot, without written consent, appoint any subcontractor.                                                                                                                                                                                                                                                                                                                                                        |
| l. Franchisor's approval of transfer by franchisee     | Franchise Agreement §§ 10.2-10.4, 11.2(j)                       | Our prior agreement is required for all transfers. The Franchise Agreement can be terminated for non-compliance. We will not unreasonably withhold approval.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

| PROVISION                                                               | SECTION IN FRANCHISE OR OTHER AGREEMENT                                 | SUMMARY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------------------------------------------------------|-------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| m. Conditions for Franchisor's approval of transfer                     | Franchise Agreement §§ 10.2-10.4                                        | You must be compliant under your Franchise Agreement, pay us a transfer fee, and execute a general release. The transferee must be qualified, provide the necessary documentation, sign a new Franchise Agreement and related agreements, complete required training, agree to complete all required updates. The parties must obtain our acceptance of the purchase agreement. At our option, you must pay us the gift card liability or the transferee must assume it. You must take steps to ensure the transferee can maintain the store telephone number. You and the transferee must agree to certain terms related to security interests. |
| n. Franchisor's right of first refusal to acquire franchisee's business | Franchise Agreement §§ 10.3, 11.9                                       | We have the option to purchase your business before you sell it in an approved transfer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| o. Franchisor's option to purchase franchisee's business                | Franchise Agreement: § 10.3, 11.5(c), 11.9 11.11                        | Upon expiration or termination you may have to assign your lease and phone numbers to us or our designee without compensation and sell us or our designee the remaining business assets for the lesser of their fair market value or net book value.                                                                                                                                                                                                                                                                                                                                                                                             |
| p. Death or disability of franchisee                                    | Franchise Agreement § 10.5                                              | Your legal representative may operate the business for 90 days and then must transfer the business to continue to operate it.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| q. Non-competition covenants during the term of the franchise           | Franchise Agreement §§ 5.7(a), 5.7(b), 5.7(e), 5.7(f), 5.7 (g), 11.5(j) | You must not own or otherwise engage in any other similar business. There are other confidentiality and non-solicitation covenants as well. You, your spouse, and your general manager will be required to sign separate agreement(s) with similar obligations.                                                                                                                                                                                                                                                                                                                                                                                  |

| PROVISION                                                                 | SECTION IN FRANCHISE OR OTHER AGREEMENT                      | SUMMARY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------------------------------------------------------|--------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| r. Non-competition covenants after the franchise is terminated or expires | Franchise Agreement §§ 5.7(c), 5.7(d), 5.7 (e)               | For 2 years after termination, expiration, or non-renewal, you must neither own nor engage in any other similar business located within twenty-five (25) miles of your location and any other <i>FLEET FEET</i> locations. There are other confidentiality and non-solicitation covenants as well. You, your spouse, and your general manager will be required to sign separate agreement(s) with similar obligations.                                                                                                                                               |
| s. Modification of the agreement                                          | Franchise Agreement § 15.7; Fulfillment Agreement § 12.04    | No modifications to each agreement except in writing.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| t. Integration/merger clause                                              | Franchise Agreement § 15.7; Fulfillment Agreement § 12.02    | Franchise Agreement: Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside the disclosure document and Franchise Agreement may not be enforceable.<br><br>Fulfillment Agreement: Only the terms of the Fulfillment Agreement together with our then-current digital policies are binding regarding our fulfillment relationship with fulfillment providers (subject to state law). Any representations or promises outside the disclosure document and fulfillment agreement may not be enforceable. |
| u. Dispute resolution                                                     | Franchise Agreement §§ 13.1-13.10                            | Except for certain claims, all disputes not first settled informally must be litigated in federal or state court in Raleigh, North Carolina.                                                                                                                                                                                                                                                                                                                                                                                                                         |
| v. Choice of forum                                                        | Franchise Agreement §§ 13.2<br>Fulfillment Agreement § 12.01 | Mediation in Raleigh, North Carolina. Federal or state courts located in Raleigh, North Carolina. This is subject to individual state laws.                                                                                                                                                                                                                                                                                                                                                                                                                          |
| w. Choice of law                                                          | Franchise Agreement § 13.1; Fulfillment Agreement § 12.01    | North Carolina law. This is subject to individual state laws.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

See Exhibit E for information on the agreements that may affect franchisees in your state.

## ITEM 18. PUBLIC FIGURES

We use no public figures to promote the franchise.

## 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.

All FLEET FEET stores owned by our affiliate, FFSDC, are treated as company-owned for purposes of Item 19. These ~~affiliate-owned~~affiliate-owned stores are substantially similar to ~~franchisee~~franchised stores.

Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable written request.

The following notes apply to the tables in A and B:

- A percentile is a value on a scale that indicates the percent of a distribution that is equal to it or below it. For example, a Gross Sales value at the 50th percentile is equal to or better than 50 percent of all Gross Sales amounts during the sample time period.
- "Gross Sales" reflects the total average annual sales for the stores included in the sample and we do not include sales tax or revenue from online sales through our affiliate's, FFS Digital LLC, revenue sharing program.
- Variations among franchisees may be caused by a variety of factors such as location, demographics, general economic conditions, weather conditions, inventory mix, competition, whether they are multi-unit or first-time franchisees, and other seasonal factors as well as the efforts of the individual franchisees and their staff.
- This financial performance representation includes historical information only.

### A. STATEMENT OF AVERAGE ANNUAL GROSS SALES OF FRANCHISED AND ~~AFFILIATED OWNED~~AFFILIATED-OWNED STORES

The following table provides the annual average, median, high, and low Gross Sales for the calendar ~~years~~year ending December 31, ~~2023 and December 31, 2024~~2025, for all franchised and ~~affiliate-owned locations~~affiliate-owned stores in operation for at least 24 months. Additionally, the Gross Sales numbers are shown ~~for 2023 and 2024~~ by franchisee-owned and affiliate-owned subcategories. The table also lists the number of stores included in the average Gross Sales figure as well as the 25<sup>th</sup>, 50<sup>th</sup>, and 75<sup>th</sup>

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percentiles. As of December 31, ~~2023~~2025, there were 86 ~~affiliate-owned stores and~~ 183 ~~franchisee-owned stores~~. For ~~2023~~, there are 81 ~~affiliate-owned stores and~~ 168 ~~franchisee-owned stores included in this table~~. As of December 31, ~~2024~~, there were 83 ~~affiliate-owned stores and~~ 192 ~~franchisee-owned stores~~. For ~~2024~~, there are 80 ~~affiliate-owned stores and~~ 197 ~~franchisee-owned stores~~. For ~~2025~~, the results of 81 ~~affiliate-owned stores and~~ 167 ~~franchisee-owned stores~~ are included in this table.

| Year                           | Average Gross Sales                        | Low Gross Sales                        | Gross Sales 25th Percentile                | Median Gross Sales                         | Gross Sales 75th Percentile                | High Gross Sales                           | Percentage of Stores Surpassing Average | Stores in sample          |
|--------------------------------|--------------------------------------------|----------------------------------------|--------------------------------------------|--------------------------------------------|--------------------------------------------|--------------------------------------------|-----------------------------------------|---------------------------|
| <b>Combined</b>                |                                            |                                        |                                            |                                            |                                            |                                            |                                         |                           |
| <del>2024</del><br><u>2025</u> | <del>\$1,695,821</del><br><u>1,672,860</u> | <del>\$252,781</del><br><u>177,364</u> | <del>\$1,071,095</del><br><u>1,072,390</u> | <del>\$1,479,077</del><br><u>1,471,875</u> | <del>\$2,097,391</del><br><u>2,067,601</u> | <del>\$6,395,767</del><br><u>6,653,754</u> | <del>44</del> <u>43</u> %               | <del>247</del> <u>248</u> |
| <del>2023</del>                | <del>\$1,636,580</del>                     | <del>\$264,174</del>                   | <del>\$1,048,646</del>                     | <del>\$1,417,560</del>                     | <del>\$2,078,079</del>                     | <del>\$5,512,783</del>                     | <del>42</del> %                         | <del>249</del>            |
| <b>Franchisee-Owned</b>        |                                            |                                        |                                            |                                            |                                            |                                            |                                         |                           |
| <del>2024</del><br><u>2025</u> | <del>\$1,735,027</del><br><u>1,687,240</u> | <del>\$252,781</del><br><u>177,364</u> | <del>\$1,088,014</del><br><u>1,056,898</u> | <del>\$1,623,701</del><br><u>1,552,312</u> | <del>\$2,148,782</del><br><u>2,084,607</u> | <del>\$5,488,787</del><br><u>5,669,079</u> | <del>46</del> %                         | <del>167</del>            |
| <del>2023</del>                | <del>\$1,696,642</del>                     | <del>\$264,174</del>                   | <del>\$1,063,392</del>                     | <del>\$1,459,863</del>                     | <del>\$2,153,786</del>                     | <del>\$5,029,029</del>                     | <del>43</del> %                         | <del>168</del>            |
| <b>Affiliate-Owned</b>         |                                            |                                        |                                            |                                            |                                            |                                            |                                         |                           |
| <del>2024</del>                | <del>\$1,613,978</del>                     | <del>\$635,328</del>                   | <del>\$1,046,091</del>                     | <del>\$1,374,663</del>                     | <del>\$1,968,943</del>                     | <del>\$6,395,767</del>                     | <del>40</del> %                         | <del>80</del>             |
| <del>2023</del><br><u>2025</u> | <del>\$1,512,007</del><br><u>1,643,213</u> | <del>\$603,438</del><br><u>557,116</u> | <del>\$1,009,864</del><br><u>1,096,727</u> | <del>\$1,290,965</del><br><u>1,418,549</u> | <del>\$1,827,500</del><br><u>1,995,862</u> | <del>\$5,512,783</del><br><u>6,653,754</u> | <del>42</del> <u>38</u> %               | <del>81</del>             |

**B. STATEMENT OF AVERAGE ANNUAL FIRST-YEAR FIRST-YEAR GROSS SALES OF FRANCHISED AND AFFILIATE OWNED AFFILIATE-OWNED STORES**

The following table provides the average annual ~~first-year~~first-year Gross Sales for all ~~franchisee and affiliate-owned~~franchised and affiliate-owned stores beginning operation between January 1, ~~2022~~2023 and December 31, ~~2023~~2024. The table ~~only~~ includes ~~only~~ new business locations and ~~does not include~~excludes any conversion stores where ~~an existing running store operations were~~running-store operation was present at the ~~business location prior to~~before the location becoming a ~~franchisee or affiliate-owned store~~became franchised or affiliate-owned. This exclusion covers three such conversion locations in 2023 (two franchise locations and one affiliate location). The table also lists the number of stores included in the average annual ~~first-year~~first-year Gross Sales figure and the number of stores ~~who~~that exceeded the average (no store performed precisely at the average). In ~~2022~~2023, 14 franchisee-owned stores and 3 ~~affiliate-owned stores opened~~. In 2023, 16 franchisee-owned stores and 2 ~~affiliate-owned stores opened~~. In 2024, 10 franchisee-owned stores and no ~~affiliate-owned stores opened~~.

Franchisee-Owned (New Single-Unit)

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| <b>Franchisee-Owned (New Single-Unit)</b>        |                                              |                                                 |                                               |                                                |                                            |
|--------------------------------------------------|----------------------------------------------|-------------------------------------------------|-----------------------------------------------|------------------------------------------------|--------------------------------------------|
| <b>Average First Year First-Year Gross Sales</b> | <b>Low-First Year First-Year Gross Sales</b> | <b>Median-First Year First-Year Gross Sales</b> | <b>High-First Year First-Year Gross Sales</b> | <b>Percentage of Stores Surpassing Average</b> | <b>Number Of Stores Included in Sample</b> |
| \$727,289<br><u>700,202</u>                      | \$393,045<br><u>353,524</u>                  | \$669,087<br><u>624,164</u>                     | \$1,051,126                                   | 1738%                                          | 68                                         |
| <b>Franchisee-Owned (New Multi-Unit)</b>         |                                              |                                                 |                                               |                                                |                                            |

**Franchisee-Owned (New Multi-Unit)**

| <b>Average First Year First-Year Gross Sales</b> | <b>Low-First Year First-Year Gross Sales</b> | <b>Median-First Year First-Year Gross Sales</b> | <b>High-First Year First-Year Gross Sales</b> | <b>Percentage of Stores Surpassing Average</b> | <b>Number Of Stores Included in Sample</b> |
|--------------------------------------------------|----------------------------------------------|-------------------------------------------------|-----------------------------------------------|------------------------------------------------|--------------------------------------------|
| \$835,069<br><u>790,433</u>                      | \$325,650                                    | \$787,402<br><u>727,505</u>                     | \$1,624,734                                   | 4738%                                          | 1716                                       |
| <b>Affiliate-Owned</b>                           |                                              |                                                 |                                               |                                                |                                            |

**Affiliate-Owned**

| <b>Average First Year First-Year Gross Sales</b> | <b>Low-First Year First-Year Gross Sales</b> | <b>Median-First Year First-Year Gross Sales</b> | <b>High-First Year First-Year Gross Sales</b> | <b>Percentage of Stores Surpassing Average</b> | <b>Number Of Stores Included in Sample</b> |
|--------------------------------------------------|----------------------------------------------|-------------------------------------------------|-----------------------------------------------|------------------------------------------------|--------------------------------------------|
| \$835,241<br><u>833,821</u>                      | \$634,714                                    | \$836,662<br><u>833,821</u>                     | \$1,032,929                                   | 50%                                            | 42                                         |

**Some stores have sold this amount. Your individual results may differ. There is no assurance you will sell as much.**

The financial performance representations do not reflect the costs of sales, operating expenses, royalties, advertising fees, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your FLEET FEET store. Franchisees or former franchisees, listed in the Disclosure Document, may be one source of this information.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Vice President, Franchise Operations, in writing at 310 East Main Street,

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Suite 200, Carrboro, NC 27510, ~~Carrboro, NC 27510~~, (919) 942-3102, the Federal Trade Commission, and the appropriate state regulatory agencies.

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## ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

Table No. 1  
Systemwide Outlet Summary  
For Years ~~2022, 2023, and 2024,~~ and 2025

| OUTLET TYPE              | YEAR                        | OUTLETS AT THE START OF THE YEAR | OUTLETS AT THE END OF THE YEAR | NET CHANGE               |
|--------------------------|-----------------------------|----------------------------------|--------------------------------|--------------------------|
| <del>Franchised</del>    | <del>2022</del>             | <del>153</del>                   | <del>167</del>                 | <del>+14</del>           |
| <u>Franchised</u>        | 2023                        | 167                              | 183                            | +16                      |
|                          | 2024                        | 183                              | 192                            | +9                       |
| <del>Company-Owned</del> | <del>2022</del> <u>2025</u> | <del>39</del> <u>192</u>         | <del>87</del> <u>197</u>       | <del>+48</del> <u>+5</u> |
| <u>Company-Owned</u>     | 2023                        | 87                               | 86                             | -1                       |
|                          | 2024                        | 86                               | 83                             | -3                       |
| <del>Total Outlets</del> | <del>2022</del> <u>2025</u> | <del>192</del> <u>283</u>        | <del>254</del> <u>286</u>      | <del>+62</del> <u>+3</u> |
| <u>Total Outlets</u>     | <u>2023</u>                 | <u>254</u>                       | <u>269</u>                     | <u>+15</u>               |
|                          | <u>2024</u>                 | <u>269</u>                       | <u>275</u>                     | <u>+6</u>                |
|                          | <u>2025</u>                 | <u>275</u>                       | <u>283</u>                     | <u>+8</u>                |

Table No. 2  
Transfer of Outlets from Franchisees to New Owners (Other than Franchisor)  
For Years ~~2022, 2023, and 2024,~~ and 2025

| STATE                  | YEAR                        | NUMBER OF TRANSFERS   |
|------------------------|-----------------------------|-----------------------|
| <del>California</del>  | <del>2022</del>             | <del>0</del>          |
| <u>California</u>      | 2023                        | 0                     |
|                        | 2024                        | 4                     |
| <del>Connecticut</del> | <del>2022</del> <u>2025</u> | <del>0</del> <u>1</u> |
| <u>Connecticut</u>     | 2023                        | 1                     |
|                        | 2024                        | 0                     |
| <u>Florida</u>         | <del>2022</del>             | <del>1</del>          |
|                        | <del>2023</del> <u>2025</u> | <del>0</del>          |
|                        | 2024                        | 0                     |
| <u>Illinois</u>        | <del>2022</del>             | <del>1</del>          |
| <u>Iowa</u>            | 2023                        | 0                     |
|                        | 2024                        | 0                     |
|                        | <del>2022</del> <u>2025</u> | <del>1</del>          |
| <u>Louisiana</u>       | <del>2023</del>             | <del>0</del>          |
|                        | 2024                        | 0                     |
| <u>Missouri</u>        | <del>2022</del>             | <del>0</del>          |
|                        | 2023                        | 5                     |
|                        | 2024                        | 0                     |
| <u>Ohio</u>            | <del>2022</del>             | <del>4</del>          |
|                        | <del>2023</del> <u>2025</u> | <del>0</del>          |
|                        | 2024                        | 0                     |
| <u>Tennessee</u>       | <del>2022</del>             | <del>0</del>          |
| <u>Tennessee</u>       | 2023                        | 2                     |

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| STATE    | YEAR                 | NUMBER OF TRANSFERS |
|----------|----------------------|---------------------|
| Texas    | 2024                 | 0                   |
|          | <del>2022</del> 2025 | <del>21</del>       |
| Virginia | 2023                 | 0                   |
|          | 2024                 | 0                   |
| Totals   | <del>2022</del> 2025 | <del>91</del>       |
| Totals   | 2023                 | 8                   |
|          | 2024                 | 4                   |
|          | 2025                 | 4                   |

Table No. 3  
Status of Franchised Outlets  
For Years ~~2022, 2023, and 2024~~, and 2025

| STATE                | YEAR                   | OUTLETS AT START OF YEAR | OUTLETS OPENED | TERMINATIONS | NON-RENEWALS | REACQUIRED BY FRANCHISOR | CEASED OPERATIONS - OTHER REASONS | OUTLETS AT END OF THE YEAR |
|----------------------|------------------------|--------------------------|----------------|--------------|--------------|--------------------------|-----------------------------------|----------------------------|
| Alabama              | 2022                   | 4                        | <del>1</del>   | 0            | 0            | 0                        | 0                                 | 5                          |
| Alabama              | 2023                   | 5                        | 1              | 0            | 0            | 0                        | 0                                 | 6                          |
|                      | 2024                   | 6                        | 0              | 0            | 0            | 0                        | 0                                 | 6                          |
| Arizona              | <del>2022</del><br>025 | <del>26</del>            | 0              | 0            | 0            | 0                        | 0                                 | <del>26</del>              |
| Arizona              | 2023                   | 2                        | 0              | 0            | 0            | 0                        | 0                                 | 2                          |
|                      | 2024                   | 2                        | 1              | 0            | 0            | 0                        | 0                                 | 3                          |
| Arkansas             | <del>2022</del><br>025 | <del>13</del>            | <del>01</del>  | 0            | 0            | 0                        | 0                                 | <del>14</del>              |
| Arkansas             | 2023                   | 1                        | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
|                      | 2024                   | 1                        | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
| California           | <del>2022</del><br>025 | <del>161</del>           | 0              | 0            | 0            | 0                        | 0                                 | <del>161</del>             |
| California           | 2023                   | 16                       | 0              | 0            | 0            | 0                        | 0                                 | 16                         |
|                      | 2024                   | 16                       | 0              | 0            | 0            | 0                        | 0                                 | 16                         |
| Connecticut          | <del>2022</del><br>025 | <del>216</del>           | <del>01</del>  | 0            | 0            | 0                        | 0                                 | <del>217</del>             |
| Connecticut          | 2023                   | 2                        | 0              | 0            | 0            | 0                        | 0                                 | 2                          |
|                      | 2024                   | 2                        | 0              | 0            | 0            | 0                        | 0                                 | 2                          |
| District of Columbia | <del>2022</del><br>025 | <del>12</del>            | 0              | 0            | 0            | 0                        | 0                                 | <del>12</del>              |
| District of Columbia | 2023                   | 1                        | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
|                      | 2024                   | 1                        | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
| Florida              | <del>2022</del><br>025 | <del>51</del>            | <del>20</del>  | 0            | 0            | 0                        | 0                                 | <del>71</del>              |
| Florida              | 2023                   | 7                        | 3              | 0            | 0            | 0                        | 0                                 | 10                         |
|                      | 2024                   | 10                       | 1              | 0            | 0            | 0                        | 0                                 | 11                         |
| Georgia              | <del>2022</del><br>025 | <del>711</del>           | <del>02</del>  | 0            | 0            | 0                        | 0                                 | <del>713</del>             |
| Georgia              | 2023                   | 7                        | 1              | 0            | 0            | 0                        | 0                                 | 8                          |

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| STATE                  | YEAR                              | OUTLETS<br>AT<br>START<br>OF YEAR | OUTLETS<br>OPENED | TERMINA-<br>TIONS | NON-RENEW<br>ALS | REACQUIRED<br>BY<br>FRANCHISOR | CEASED<br>OPERATIONS -<br>OTHER<br>REASONS | OUTLETS<br>AT END OF<br>THE YEAR |
|------------------------|-----------------------------------|-----------------------------------|-------------------|-------------------|------------------|--------------------------------|--------------------------------------------|----------------------------------|
|                        | 2024                              | 8                                 | 1                 | 0                 | 0                | 0                              | 0                                          | 9                                |
| <del>Idaho</del>       | <del>2022</del><br><del>025</del> | <del>29</del>                     | 0                 | 0                 | 0                | 0                              | <del>01</del>                              | <del>28</del>                    |
| <u>Idaho</u>           | 2023                              | 2                                 | 0                 | 0                 | 0                | 0                              | 0                                          | 2                                |
|                        | 2024                              | 2                                 | 1                 | 0                 | 0                | 0                              | 0                                          | 3                                |
| <del>Illinois</del>    | <del>2022</del><br><del>025</del> | <del>103</del>                    | 0                 | 0                 | 0                | 0                              | 0                                          | <del>103</del>                   |
| <u>Illinois</u>        | 2023                              | 10                                | 0                 | 0                 | 0                | 0                              | 0                                          | 10                               |
|                        | 2024                              | 10                                | 0                 | 0                 | 0                | 0                              | 0                                          | 10                               |
| <del>Indiana</del>     | <del>2022</del><br><del>025</del> | <del>210</del>                    | 1                 | 0                 | 0                | 0                              | 0                                          | <del>311</del>                   |
| <u>Indiana</u>         | 2023                              | 3                                 | 0                 | 0                 | 0                | 0                              | 0                                          | 3                                |
|                        | 2024                              | 3                                 | 0                 | 0                 | 0                | 0                              | 0                                          | 3                                |
| <del>Iowa</del>        | <del>2022</del><br><del>025</del> | <del>23</del>                     | 0                 | 0                 | 0                | 0                              | 0                                          | <del>23</del>                    |
| <u>Iowa</u>            | 2023                              | 2                                 | 0                 | 0                 | 0                | 0                              | 0                                          | 2                                |
|                        | 2024                              | 2                                 | 0                 | 0                 | 0                | 0                              | 0                                          | 2                                |
| <del>Kentucky</del>    | <del>2022</del><br><del>025</del> | <del>12</del>                     | <del>10</del>     | 0                 | 0                | 0                              | 0                                          | 2                                |
| <u>Kentucky</u>        | 2023                              | 2                                 | 0                 | 0                 | 0                | 0                              | 0                                          | 2                                |
|                        | 2024                              | 2                                 | 1                 | 0                 | 0                | 0                              | 0                                          | 3                                |
| <del>Louisiana</del>   | <del>2022</del><br><del>025</del> | 3                                 | 0                 | 0                 | 0                | 0                              | 0                                          | 3                                |
| <u>Louisiana</u>       | 2023                              | 3                                 | 0                 | 0                 | 0                | 0                              | 0                                          | 3                                |
|                        | 2024                              | 3                                 | 0                 | 0                 | 0                | 0                              | 0                                          | 3                                |
| <del>Maine</del>       | <del>2022</del><br><del>025</del> | <del>23</del>                     | 0                 | 0                 | 0                | 0                              | 0                                          | <del>23</del>                    |
| <u>Maine</u>           | 2023                              | 2                                 | 0                 | 0                 | 0                | 0                              | 0                                          | 2                                |
|                        | 2024                              | 2                                 | 0                 | 0                 | 0                | 0                              | 0                                          | 2                                |
| <del>Maryland</del>    | <del>2022</del><br><del>025</del> | <del>12</del>                     | 0                 | 0                 | 0                | 0                              | <del>02</del>                              | <del>10</del>                    |
| <u>Maryland</u>        | 2023                              | 1                                 | 0                 | 0                 | 0                | 0                              | 0                                          | 1                                |
|                        | 2024                              | 1                                 | 0                 | 0                 | 0                | 0                              | 0                                          | 1                                |
| <del>Minnesota</del>   | <del>2022</del><br><del>025</del> | 1                                 | 0                 | 0                 | 0                | 0                              | 0                                          | 1                                |
| <u>Minnesota</u>       | 2023                              | 1                                 | 0                 | 0                 | 0                | 0                              | 0                                          | 1                                |
|                        | 2024                              | 1                                 | 0                 | 0                 | 0                | 0                              | 0                                          | 1                                |
| <del>Mississippi</del> | <del>2022</del><br><del>025</del> | <del>31</del>                     | 0                 | 0                 | 0                | 0                              | 0                                          | <del>31</del>                    |
| <u>Mississippi</u>     | 2023                              | 3                                 | 0                 | 0                 | 0                | 0                              | 0                                          | 3                                |
|                        | 2024                              | 3                                 | 2                 | 0                 | 0                | 0                              | 0                                          | 5                                |
| <del>Missouri</del>    | <del>2022</del><br><del>025</del> | <del>75</del>                     | 0                 | 0                 | 0                | 0                              | 0                                          | <del>75</del>                    |
| <u>Missouri</u>        | 2023                              | 7                                 | 1                 | 0                 | 0                | 0                              | 0                                          | 8                                |
|                        | 2024                              | 8                                 | 0                 | 0                 | 0                | 0                              | 0                                          | 8                                |
| <del>Nebraska</del>    | <del>2022</del><br><del>025</del> | <del>28</del>                     | <del>10</del>     | 0                 | 0                | 0                              | 0                                          | <del>38</del>                    |
| <u>Nebraska</u>        | 2023                              | 3                                 | 0                 | 0                 | 0                | 0                              | 0                                          | 3                                |
|                        | 2024                              | 3                                 | 0                 | 0                 | 0                | 0                              | 0                                          | 3                                |

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| STATE          | YEAR        | OUTLETS<br>AT<br>START<br>OF YEAR | OUTLETS<br>OPENED | TERMINA-<br>TIONS | NON-RENEW<br>ALS | REACQUIRED<br>BY<br>FRANCHISOR | CEASED<br>OPERATIONS -<br>OTHER<br>REASONS | OUTLETS<br>AT END OF<br>THE YEAR |
|----------------|-------------|-----------------------------------|-------------------|-------------------|------------------|--------------------------------|--------------------------------------------|----------------------------------|
| New Hampshire  | 2022<br>025 | <del>1</del> 3                    | 0                 | 0                 | 0                | 0                              | 0                                          | <del>1</del> 3                   |
| New Hampshire  | 2023        | 1                                 | 0                 | 0                 | 0                | 0                              | 0                                          | 1                                |
|                | 2024        | 1                                 | 0                 | 0                 | 0                | 0                              | 0                                          | 1                                |
| New Jersey     | 2022<br>025 | <del>2</del> 1                    | 0                 | 0                 | 0                | 0                              | 0                                          | <del>2</del> 1                   |
| New Jersey     | 2023        | 2                                 | 0                 | 0                 | 0                | 0                              | 0                                          | 2                                |
|                | 2024        | 2                                 | 0                 | 0                 | 0                | 0                              | 0                                          | 2                                |
| New Mexico     | 2022<br>025 | <del>1</del> 2                    | 0                 | 0                 | 0                | 0                              | 0                                          | <del>1</del> 2                   |
| New Mexico     | 2023        | 1                                 | 0                 | 0                 | 0                | 0                              | 0                                          | 1                                |
|                | 2024        | 1                                 | 0                 | 0                 | 0                | 0                              | 0                                          | 1                                |
| New York       | 2022<br>025 | <del>7</del> 1                    | 0                 | 0                 | 0                | 0                              | <del>1</del> 0                             | <del>6</del> 1                   |
| New York       | 2023        | 6                                 | 0                 | 0                 | 0                | 0                              | 0                                          | 6                                |
|                | 2024        | 6                                 | 0                 | 0                 | 0                | 0                              | 0                                          | 6                                |
| North Carolina | 2022<br>025 | <del>1</del> 06                   | <del>2</del> 0    | 0                 | 0                | <del>0</del> 2                 | 0                                          | <del>1</del> 24                  |
| North Carolina | 2023        | 12                                | 1                 | 0                 | 0                | 0                              | 0                                          | 13                               |
|                | 2024        | 13                                | 0                 | 0                 | 0                | 0                              | 0                                          | 13                               |
| Ohio           | 2022<br>025 | <del>1</del> 113                  | 3                 | 0                 | 0                | 0                              | 0                                          | <del>1</del> 416                 |
| Ohio           | 2023        | 14                                | 3                 | 0                 | 0                | 0                              | 1                                          | 16                               |
|                | 2024        | 16                                | 0                 | 0                 | 0                | 0                              | 0                                          | 16                               |
| Oklahoma       | 2022<br>025 | <del>3</del> 16                   | 0                 | <del>0</del> 1    | 0                | 0                              | 0                                          | <del>3</del> 15                  |
| Oklahoma       | 2023        | 3                                 | 0                 | 0                 | 0                | 0                              | 0                                          | 3                                |
|                | 2024        | 3                                 | 0                 | 0                 | 0                | 0                              | 0                                          | 3                                |
| Oregon         | 2022<br>025 | <del>1</del> 3                    | 0                 | 0                 | 0                | 0                              | 0                                          | <del>1</del> 3                   |
| Oregon         | 2023        | 1                                 | 0                 | 0                 | 0                | 0                              | 0                                          | 1                                |
|                | 2024        | 1                                 | 0                 | 0                 | 0                | 0                              | 0                                          | 1                                |
| Pennsylvania   | 2022<br>025 | <del>2</del> 1                    | 0                 | 0                 | 0                | 0                              | 0                                          | <del>2</del> 1                   |
| Pennsylvania   | 2023        | 2                                 | 1                 | 0                 | 0                | 0                              | 0                                          | 3                                |
|                | 2024        | 3                                 | 1                 | 0                 | 0                | 0                              | 0                                          | 4                                |
| South Carolina | 2022<br>025 | <del>8</del> 4                    | <del>0</del> 1    | 0                 | 0                | 0                              | 0                                          | <del>8</del> 5                   |
| South Carolina | 2023        | 8                                 | 2                 | 0                 | 0                | 0                              | 0                                          | 10                               |
|                | 2024        | 10                                | 1                 | 0                 | 0                | 0                              | 1                                          | 10                               |
| Tennessee      | 2022<br>025 | <del>1</del> 310                  | 0                 | 0                 | 0                | 0                              | <del>0</del> 1                             | <del>1</del> 39                  |
| Tennessee      | 2023        | 13                                | 1                 | 0                 | 0                | 0                              | 0                                          | 14                               |
|                | 2024        | 14                                | 0                 | 0                 | 0                | 0                              | 0                                          | 14                               |
| Texas          | 2022<br>025 | <del>7</del> 14                   | <del>4</del> 0    | 0                 | 0                | 0                              | 0                                          | <del>1</del> 114                 |
| Texas          | 2023        | 11                                | 0                 | 0                 | 0                | 0                              | 0                                          | 11                               |
|                | 2024        | 11                                | 1                 | 0                 | 0                | 0                              | 0                                          | 12                               |
| Vermont        | 2022<br>025 | <del>1</del> 12                   | <del>0</del> 1    | 0                 | 0                | 0                              | 0                                          | <del>1</del> 13                  |

[Link-to-previous setting changed from on in original to off in modified.].

| STATE             | YEAR                          | OUTLETS<br>AT<br>START<br>OF YEAR | OUTLETS<br>OPENED            | TERMINA-<br>TIONS | NON-RENEW<br>ALS | REACQUIRED<br>BY<br>FRANCHISOR | CEASED<br>OPERATIONS -<br>OTHER<br>REASONS | OUTLETS<br>AT END OF<br>THE YEAR |
|-------------------|-------------------------------|-----------------------------------|------------------------------|-------------------|------------------|--------------------------------|--------------------------------------------|----------------------------------|
|                   | <u>025</u>                    |                                   |                              |                   |                  |                                |                                            |                                  |
| <u>Vermont</u>    | 2023                          | 1                                 | 0                            | 0                 | 0                | 0                              | 0                                          | 1                                |
|                   | 2024                          | 1                                 | 0                            | 0                 | 0                | 0                              | 0                                          | 1                                |
| <u>Virginia</u>   | <del>2022</del><br><u>025</u> | <del>41</del><br><u>41</u>        | 0                            | 0                 | 0                | 0                              | 0                                          | <del>41</del><br><u>41</u>       |
| <u>Virginia</u>   | 2023                          | 4                                 | 1                            | 0                 | 0                | 0                              | 0                                          | 5                                |
|                   | 2024                          | 5                                 | 0                            | 0                 | 0                | 0                              | 0                                          | 5                                |
| <u>Washington</u> | <del>2022</del><br><u>025</u> | <del>65</del><br><u>65</u>        | 0                            | 0                 | 0                | 0                              | 0                                          | <del>65</del><br><u>65</u>       |
| <u>Washington</u> | 2023                          | 6                                 | 1                            | 0                 | 0                | 0                              | 0                                          | 7                                |
|                   | 2024                          | 7                                 | 0                            | 0                 | 0                | 0                              | 0                                          | 7                                |
| <u>Wisconsin</u>  | <del>2022</del><br><u>025</u> | <del>27</del><br><u>27</u>        | <del>02</del><br><u>02</u>   | 0                 | 0                | 0                              | 0                                          | <del>29</del><br><u>29</u>       |
| <u>Wisconsin</u>  | 2023                          | 2                                 | 1                            | 0                 | 0                | 0                              | 0                                          | 3                                |
|                   | 2024                          | 3                                 | 0                            | 0                 | 0                | 0                              | 0                                          | 3                                |
| <b>Totals</b>     | <del>2022</del><br><u>025</u> | <del>1533</del><br><u>1533</u>    | <del>150</del><br><u>150</u> | 0                 | 0                | 0                              | <del>10</del><br><u>10</u>                 | <del>1673</del><br><u>1673</u>   |
| <b>Totals</b>     | <b>2023</b>                   | <b>167</b>                        | <b>17</b>                    | <b>0</b>          | <b>0</b>         | <b>0</b>                       | <b>1</b>                                   | <b>183</b>                       |
|                   | <b>2024</b>                   | <b>183</b>                        | <b>10</b>                    | <b>0</b>          | <b>0</b>         | <b>0</b>                       | <b>1</b>                                   | <b>192</b>                       |
|                   | <b>2025</b>                   | <b>192</b>                        | <b>12</b>                    | <b>1</b>          | <b>0</b>         | <b>2</b>                       | <b>4</b>                                   | <b>197</b>                       |

Table No. 4  
Status of Company-Owned Outlets  
For Years ~~2022, 2023, and 2024~~, and 2025

| STATE                           | YEAR                           | OUTLETS AT<br>START OF<br>YEAR | OUTLETS<br>OPENED          | OUTLETS<br>REACQUIRED<br>FROM<br>FRANCHISEE | OUTLETS<br>CLOSED          | OUTLETS<br>SOLD TO<br>FRANCHISEE | OUTLETS<br>AT END OF<br>THE YEAR |
|---------------------------------|--------------------------------|--------------------------------|----------------------------|---------------------------------------------|----------------------------|----------------------------------|----------------------------------|
| California                      | <del>2022</del><br><u>2023</u> | 7                              | 0                          | 0                                           | 0                          | 0                                | 7                                |
|                                 | <del>2023</del><br><u>2024</u> | 7                              | 0                          | 0                                           | 0                          | 0                                | 7                                |
|                                 | <del>2024</del><br><u>2025</u> | 7                              | 0                          | 0                                           | 0                          | 0                                | 7                                |
| <u>Colorado</u>                 | 2022                           | <del>0</del><br><u>5</u>       | <del>5</del><br><u>0</u>   | <del>0</del><br><u>0</u>                    | <del>0</del><br><u>0</u>   | <del>0</del><br><u>0</u>         | <del>5</del><br><u>5</u>         |
| <u>Colorado</u>                 | 2023                           | 5                              | 0                          | 0                                           | 0                          | 0                                | 5                                |
|                                 | 2024                           | 5                              | 0                          | 0                                           | 0                          | 0                                | 5                                |
| <u>District of<br/>Columbia</u> | <del>2022</del><br><u>2025</u> | <del>05</del><br><u>05</u>     | <del>10</del><br><u>10</u> | 0                                           | <del>01</del><br><u>01</u> | 0                                | <del>14</del><br><u>14</u>       |
| <u>District of<br/>Columbia</u> | 2023                           | 1                              | 0                          | 0                                           | 0                          | 0                                | 1                                |
|                                 | 2024                           | 1                              | 0                          | 0                                           | 1                          | 0                                | 0                                |
| <u>Florida</u>                  | <del>2022</del><br><u>2025</u> | <del>50</del><br><u>50</u>     | 0                          | 0                                           | 0                          | 0                                | <del>50</del><br><u>50</u>       |
| <u>Florida</u>                  | 2023                           | 5                              | 0                          | 0                                           | 0                          | 0                                | 5                                |
|                                 | 2024                           | 5                              | 0                          | 0                                           | 1                          | 0                                | 4                                |
| <u>Georgia</u>                  | <del>2022</del><br><u>2025</u> | <del>24</del><br><u>24</u>     | 0                          | 0                                           | 0                          | 0                                | <del>24</del><br><u>24</u>       |

[Link-to-previous setting changed from on in original to off in modified.].

| STATE                 | YEAR                 | OUTLETS AT<br>START OF<br>YEAR | OUTLETS<br>OPENED | OUTLETS<br>REACQUIRED<br>FROM<br>FRANCHISEE | OUTLETS<br>CLOSED | OUTLETS<br>SOLD TO<br>FRANCHISEE | OUTLETS<br>AT END OF<br>THE YEAR |
|-----------------------|----------------------|--------------------------------|-------------------|---------------------------------------------|-------------------|----------------------------------|----------------------------------|
| <u>Georgia</u>        | 2023                 | 2                              | 0                 | 0                                           | 0                 | 0                                | 2                                |
|                       | 2024                 | 2                              | 0                 | 0                                           | 0                 | 0                                | 2                                |
| <u>Indiana</u>        | <del>2022</del> 2025 | 2                              | 40                | 0                                           | 0                 | 0                                | 62                               |
| <u>Indiana</u>        | 2023                 | 6                              | 0                 | 0                                           | 0                 | 0                                | 6                                |
|                       | 2024                 | 6                              | 0                 | 0                                           | 0                 | 0                                | 6                                |
| <u>Kansas</u>         | <del>2022</del> 2025 | 26                             | 30                | 0                                           | 0                 | 0                                | 56                               |
| <u>Kansas</u>         | 2023                 | 5                              | 0                 | 0                                           | 0                 | 0                                | 5                                |
|                       | 2024                 | 5                              | 0                 | 0                                           | 0                 | 0                                | 5                                |
| <u>Kentucky</u>       | <del>2022</del> 2025 | 15                             | 0                 | 0                                           | 0                 | 0                                | 15                               |
| <u>Kentucky</u>       | 2023                 | 1                              | 1                 | 0                                           | 0                 | 0                                | 2                                |
|                       | 2024                 | 2                              | 0                 | 0                                           | 0                 | 0                                | 2                                |
| <u>Massachusetts</u>  | <del>2022</del> 2025 | 12                             | 0                 | 0                                           | 0                 | 0                                | 12                               |
| <u>Massachusetts</u>  | 2023                 | 1                              | 0                 | 0                                           | 0                 | 0                                | 1                                |
|                       | 2024                 | 1                              | 0                 | 0                                           | 0                 | 0                                | 1                                |
| <u>Maryland</u>       | <del>2022</del> 2025 | 1                              | 0                 | 0                                           | 0                 | 0                                | 1                                |
| <u>Maryland</u>       | 2023                 | 1                              | 0                 | 0                                           | 0                 | 0                                | 1                                |
|                       | 2024                 | 1                              | 0                 | 0                                           | 0                 | 0                                | 1                                |
| <u>Michigan</u>       | <del>2022</del> 2025 | 01                             | 60                | 0                                           | 0                 | 0                                | 61                               |
| <u>Michigan</u>       | 2023                 | 6                              | 0                 | 0                                           | 0                 | 0                                | 6                                |
|                       | 2024                 | 6                              | 0                 | 0                                           | 0                 | 0                                | 6                                |
| <u>Missouri</u>       | <del>2022</del> 2025 | 06                             | 10                | 0                                           | 0                 | 0                                | 16                               |
| <u>Missouri</u>       | 2023                 | 1                              | 0                 | 0                                           | 0                 | 0                                | 1                                |
|                       | 2024                 | 1                              | 0                 | 0                                           | 0                 | 0                                | 1                                |
| <u>New Jersey</u>     | <del>2022</del> 2025 | 01                             | 60                | 0                                           | 0                 | 0                                | 61                               |
| <u>New Jersey</u>     | 2023                 | 6                              | 0                 | 0                                           | 1                 | 0                                | 5                                |
|                       | 2024                 | 5                              | 0                 | 0                                           | 0                 | 0                                | 5                                |
| <u>New York</u>       | <del>2022</del> 2025 | 25                             | 61                | 0                                           | 0                 | 0                                | 86                               |
| <u>New York</u>       | 2023                 | 8                              | 0                 | 0                                           | 0                 | 0                                | 8                                |
|                       | 2024                 | 8                              | 0                 | 0                                           | 0                 | 0                                | 8                                |
| <u>North Carolina</u> | <del>2022</del> 2025 | 58                             | 10                | 02                                          | 0                 | 0                                | 610                              |
| <u>North Carolina</u> | 2023                 | 6                              | 2                 | 0                                           | 0                 | 1                                | 7                                |
|                       | 2024                 | 7                              | 0                 | 0                                           | 0                 | 0                                | 7                                |
| <u>Pennsylvania</u>   | <del>2022</del> 2025 | 17                             | 10                | 0                                           | 0                 | 0                                | 27                               |
| <u>Pennsylvania</u>   | 2023                 | 2                              | 0                 | 0                                           | 0                 | 0                                | 2                                |
|                       | 2024                 | 2                              | 0                 | 0                                           | 0                 | 0                                | 2                                |
| <u>South Carolina</u> | <del>2022</del> 2025 | 12                             | 0                 | 0                                           | 0                 | 0                                | 12                               |

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| STATE                 | YEAR                 | OUTLETS AT START OF YEAR | OUTLETS OPENED  | OUTLETS REACQUIRED FROM FRANCHISEE | OUTLETS CLOSED | OUTLETS SOLD TO FRANCHISEE | OUTLETS AT END OF THE YEAR |
|-----------------------|----------------------|--------------------------|-----------------|------------------------------------|----------------|----------------------------|----------------------------|
| <u>South Carolina</u> | 2023                 | 1                        | 0               | 0                                  | 0              | 0                          | 1                          |
|                       | 2024                 | 1                        | 0               | 0                                  | 0              | 0                          | 1                          |
| <del>Texas</del>      | <del>2022</del> 2025 | <del>6</del> 1           | <del>10</del> 0 | 0                                  | 0              | 0                          | <del>16</del> 1            |
| <u>Texas</u>          | 2023                 | 16                       | 0               | 0                                  | 1              | 0                          | 15                         |
|                       | 2024                 | 15                       | 0               | 0                                  | 0              | 0                          | 15                         |
| <del>Utah</del>       | <del>2022</del> 2025 | <del>0</del> 15          | <del>2</del> 1  | 0                                  | 0              | 0                          | <del>2</del> 16            |
| <u>Utah</u>           | 2023                 | 2                        | 0               | 0                                  | 0              | 0                          | 2                          |
|                       | 2024                 | 2                        | 0               | 0                                  | 0              | 0                          | 2                          |
| <del>Virginia</del>   | <del>2022</del> 2025 | <del>0</del> 2           | <del>2</del> 0  | 0                                  | 0              | 0                          | 2                          |
| <u>Virginia</u>       | 2023                 | 2                        | 0               | 0                                  | 0              | 0                          | 2                          |
|                       | 2024                 | 2                        | 0               | 0                                  | 0              | 0                          | 2                          |
| <del>Washington</del> | <del>2022</del> 2025 | 2                        | 0               | 0                                  | 0              | 0                          | 2                          |
| <u>Washington</u>     | 2023                 | 2                        | 0               | 0                                  | 0              | 0                          | 2                          |
|                       | 2024                 | 2                        | 0               | 0                                  | 1              | 0                          | 1                          |
| <del>Wisconsin</del>  | <del>2022</del> 2025 | 1                        | 0               | 0                                  | 0              | 0                          | 1                          |
| <u>Wisconsin</u>      | 2023                 | 1                        | 0               | 0                                  | 0              | 1                          | 0                          |
|                       | 2024                 | 0                        | 0               | 0                                  | 0              | 0                          | 0                          |
| <b>Totals</b>         | <del>2022</del> 2025 | <del>3</del> 90          | <del>4</del> 80 | 0                                  | 0              | 0                          | <del>8</del> 70            |
| <b>Totals</b>         | 2023                 | 87                       | 3               | 0                                  | 2              | 2                          | 86                         |
|                       | 2024                 | 86                       | 0               | 0                                  | 3              | 0                          | 83                         |
|                       | 2025                 | 83                       | 2               | 2                                  | 1              | 0                          | 86                         |

Table No. 5  
Projected Openings as of December 31, ~~2024~~2025  
For Fiscal Year ~~2025~~2026

| STATE                                     | FRANCHISE AGREEMENTS SIGNED BUT OUTLET NOT OPENED | PROJECTED NEW FRANCHISED OUTLETS IN THE NEXT FISCAL YEAR | PROJECTED NEW COMPANY-OWNED OUTLETS IN THE NEXT FISCAL YEAR |
|-------------------------------------------|---------------------------------------------------|----------------------------------------------------------|-------------------------------------------------------------|
| <del>Arizona</del> <u>Alabama</u>         | <del>1</del> 0                                    | 1                                                        | 0                                                           |
| California                                | 1                                                 | 1                                                        | 0                                                           |
| <del>Colorado</del> <u>Connecticut</u>    | <del>0</del> 1                                    | <del>0</del> 1                                           | <del>1</del> 0                                              |
| Florida                                   | 1                                                 | <del>1</del> 2                                           | 0                                                           |
| <u>Georgia</u>                            | 0                                                 | 0                                                        | 2                                                           |
| <del>Illinois</del> <u>Idaho</u>          | <del>1</del> 0                                    | 1                                                        | 0                                                           |
| <del>North Carolina</del> <u>Illinois</u> | <del>3</del> 0                                    | <del>3</del> 2                                           | 0                                                           |

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|                                         |                   |                    |                  |
|-----------------------------------------|-------------------|--------------------|------------------|
| <del>Mississippi</del>                  | <u>1</u>          | <u>1</u>           | <u>0</u>         |
| <del>Pennsylvania</del><br>New Jersey   | 1                 | 1                  | 0                |
| <del>South Carolina</del><br>New Mexico | 1                 | <u>10</u>          | 0                |
| <del>Texas</del><br>South Carolina      | 1                 | 1                  | 0                |
| <del>Washington</del><br>Texas          | <u>20</u>         | <u>20</u>          | <u>01</u>        |
| <b>Total</b>                            | <u><u>127</u></u> | <u><u>1211</u></u> | <u><u>13</u></u> |

Among the attached Exhibits you will find:

Exhibit B-1 LISTING OF CURRENT FRANCHISEES lists the names of all current franchisees and the addresses and telephone numbers of their outlets.

Exhibit B-2 LISTING OF CERTAIN PAST FRANCHISEES lists the name, city, state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, we have signed confidentiality clauses with several current or former franchisees. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with FLEET FEET. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you. ~~In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with Fleet Feet. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.~~

There are no independent or trademark specific franchisee organizations that have asked to be included in this franchise disclosure document or that have been created, sponsored, or endorsed by us.

## ITEM 21. FINANCIAL STATEMENTS

Attached as Exhibit C are copies of our audited financial statements for the periods ending December 31, ~~2024~~2025, December 31, ~~2023~~2024, and December 31, ~~2022~~2023. Our fiscal year end is December 31.

## ITEM 22. CONTRACTS

Copies of all proposed agreements regarding the franchise offering are included in Exhibits hereto:

- Exhibit A FLEET FEET FRANCHISE AGREEMENT with attachments for Site Selection, Continuing Personal Guaranty, Internet, Social Media and Telephone Assignment, Nondisclosure and Noncompetition Agreement, Nondisclosure and Non-Solicitation Agreement
- Exhibit D Special Circumstances Addenda
- Exhibit E State Specific Addenda
- Exhibit G Sample General Release Agreement
- Exhibit H First Addendum to Renewal Franchise Agreement
- Exhibit I Agreement and Conditional Consent to Transfer
- Exhibit J ACH/EFT Transfer Agreement
- Exhibit K Fulfillment Service Provider Agreement
- Exhibit L Form of Franchise Compliance Certification  
(NOT FOR USE FRANCHISEES IN CALIFORNIA, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, AND WISCONSIN AND IS VOID IN THOSE STATES.)

#### **ITEM 23. RECEIPT**

You will find copies of a detachable receipt in Exhibit M at the very end of this disclosure document. Please sign both acknowledging receipt of this disclosure document and return one of them to us for our files.

EXHIBIT A

# FRANCHISE AGREEMENT

Between *FLEET FEET, INCORPORATED*

and

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with Attachment 1 (Site Selection Addendum)  
Attachment 2 (Continuing Personal Guaranty)  
Attachment 3 (Internet, Social Media, and Telephone Assignment)  
Attachment 4 (Nondisclosure and Noncompetition Agreement)  
Attachment 5 (Nondisclosure and Non-Solicitation Agreement)  
Attachment 6 (Collateral Assignment of Lease)

FLEET FEET, INCORPORATED  
FRANCHISE AGREEMENT

SUMMARY PAGES

Effective Date:

Franchisor:

Address for Notice:

FLEET FEET, INCORPORATED, a North Carolina Corporation  
Fleet Feet, Incorporated  
310 East Main Street, Suite 200  
Carrboro, NC 27510

With a copy (which shall not constitute  
notice) to:

Manning, Fulton & Skinner, P.A.  
Attn: Ritchie W. Taylor  
~~PO~~P.O. Box 20389  
Raleigh, NC 27619

Telephone Number:

Email:

(919) 942-3102  
info@fleetfeet.com

Franchisee:

Address for Notice\*\*\*:

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\*\*\* This address is your address for notice until your Franchised Business is open, at which time the Accepted Location will be your Address for Notice unless you otherwise notify us in writing.

---

---

Telephone:

Mobile Telephone:

Email for Notice:

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Franchisee's Owners:

The following is a list of all shareholders, partners, members, or other investors owning a direct or indirect interest in Franchisee and a description of the nature of their interest ("Owners")

| NAME | OWNERSHIP<br>INTEREST IN<br>FRANCHISEE | WILL THIS PERSON<br><del>DEVOTE FULL-TIME</del><br><del>TO WORK FULLTIME IN</del><br><u>THE FRANCHISED</u><br>BUSINESS? |
|------|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
|      |                                        |                                                                                                                         |

|  |  |                              |                             |
|--|--|------------------------------|-----------------------------|
|  |  | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
|  |  | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
|  |  | <input type="checkbox"/> YES | <input type="checkbox"/> NO |

Initial Term: 20 years from the Effective Date

Initial Franchise Fee: \$45,000

(a) First Installment \$10,000

(b) Second Installment \$35,000

Royalty Rate: 4% of Gross Sales

Accepted Location:

Territory for purposes of Franchise Agreement Section 4.6

~~\*\*\*This address is your address for notice until your Franchised Business is open, at which time the Accepted Location will be your Address for Notice unless you otherwise notify us in writing.~~

By signing below each of the parties attests to the accuracy of the information contained in these Summary Pages and agrees to and intends to be legally bound by the terms and conditions of the FLEET FEET, INCORPORATED Franchise Agreement attached to these Summary Pages, effective on the Effective Date set forth above, which Franchise Agreement's Agreement's terms are hereby incorporated by reference.

**FOR OHIO RESIDENTS AND FRANCHISEES WITH TERRITORIES AND/OR LOCATIONS IN OHIO:** You, the purchaser, may cancel this transaction at any time prior to midnight of the fifth business day after the date you sign this agreement. See the attached notice of cancellation for an explanation of this right.

**FOR CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN RESIDENTS AND/OR FRANCHISEES WITH TERRITORIES AND/OR ACCEPTED LOCATIONS THEREIN:** No statement, questionnaire, or acknowledgement signed or agreed to by 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 Franchisor, any franchise seller, or any other person acting on Franchisor's behalf. This provision supersedes any other term of any document executed in connection with the franchise.

FRANCHISOR:

FRANCHISEE:

FLEET FEET, INCORPORATED

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## FRANCHISE AGREEMENT

FLEET FEET, INCORPORATED, a North Carolina corporation located at 310 East Main Street, Suite 200, Carrboro, North Carolina 27510 (for the sake of convenience collectively, “we”, “us”, “our”, or “FFI”) and the person or persons or company identified in the Franchise Agreement Summary Pages (“Summary Pages”), collectively referred to below as “you” or “your” as of the effective date of this Agreement as identified on the Summary Pages (“Effective Date”), in consideration of the promises made below and intending to be legally bound by them, agree as follows:

### ARTICLE 1. Nature of the Business

We possess experience and knowledge in the merchandising, distribution, and sale of specialty running and fitness merchandise, training programs, and services, and have developed a system including merchandising and distribution strategies; distinctive design, décor, and color schemes; hardware and software; standards, specifications, and procedures for operations; training and assistance; proprietary product lines and fit id® technology; and advertising and promotion programs; all of which we may improve, amend, and further develop from time to time (“System”). We have an established reputation with the related goodwill for the operation of brick-and-mortar retail stores under the name “FLEET FEET.” By executing this Agreement, we grant to you, subject to the terms of this Agreement, a limited, non-exclusive right to use the System and the “FLEET FEET” marks, as well as other trademarks, service marks, and logos (collectively, “Marks”), architectural designs, trade dress, and any other intellectual property we may develop from time to time, in the operation of the Franchised Business.

### ARTICLE 2. Grant and Use of Franchise

2.1 Grant of Franchise. Subject to the terms and conditions of this Agreement, we hereby grant to you the right, and you hereby undertake the obligations and accept from us, the right to use the System and Marks to establish and operate a FLEET FEET brick-and-mortar retail store at the single location designated in Section 4.1 below (“Accepted Location”). The retail store at the Accepted Location is referred to in this Agreement as the “Franchised Business.” All rights that are not granted to you in this Agreement are specifically reserved to us, and we ~~will~~shall not be restricted in any manner from exercising them nor ~~will~~shall we be required to compensate you should we exercise them. You covenant that you will at all times faithfully, honestly, and diligently perform your obligations under this Agreement, and that you will continuously exert your best efforts to promote and enhance the business of the Franchised Business and other franchised businesses established and operated by you under the System.

2.2 Term. The Initial Term of this Agreement begins on the Effective Date. Unless we or you terminate this Agreement earlier as provided for herein, this Agreement ~~will~~shall continue in effect for a period of twenty (20) years from the Effective Date.

2.3 Renewal. The rights of the parties to renew this Agreement are governed by Section 12.2 below.

2.4 No Subfranchises, Other Stores, or Other Locations. You are prohibited from establishing any subfranchises. ~~Without our written permission you~~ You may not establish a store other than at the Accepted Location without our prior written consent and authorization.

2.5 Owners and Guarantors. Unless you obtain a variance from us, ~~at each~~ of your Owners who ~~owns~~ owns twenty percent (20%) or more of your equity, and their respective spouses, ~~also~~ shall jointly and severally guarantee your payment and performance under this Agreement and also shall bind themselves to the terms of this Agreement pursuant to the attached Guaranty Agreement. We reserve the right to require any guarantor to provide personal financial statements to us from time to time.

2.6 Affiliate Definition. For purposes of this Agreement, the term “affiliate” means an entity’s subsidiary or parent ~~and as well as any~~ entity controlled by, controlling, or under common control with, another entity.

### **ARTICLE 3. Initial Franchise Fee**

In consideration of our execution of this Agreement and the pre-opening services that we will perform, which include, but are not limited to, initial training, establishment of supplier relationships, providing you with a copy of our Brand Standards Manual (as defined in Section 7.1), and other consulting and support (“Pre-Opening Services”), you agree to pay to us the initial franchise fee in the amount described on the Summary Pages of this Agreement (“Initial Franchise Fee”). You must pay the first installment, in the amount indicated on the Summary Pages, when you sign the Franchise Agreement, and you must pay the second installment, in the amount indicated on the Summary Pages, upon opening the Franchised Business. The parties recognize that the Initial Franchise Fee’s value approximates the ~~Pre-Opening Services’~~ market value of the Pre-Opening Services. Except for the limited circumstance described in Section 4.1 below, the Initial Franchise Fee is non-refundable.

### **ARTICLE 4. Location, Premises, and Territory**

#### **4.1 Location and Lease**

(a) If no location is identified as the Accepted Location in the Summary Pages upon execution of this Agreement, then you shall comply with the site selection and acceptance process outlined in the Site Selection Addendum attached as Attachment 1 to this Agreement. The building from which the Franchised Business is operated at the Accepted Location is the “Premises.” ~~We must accept the lease agreement if~~ if you do not own the Premises, you must obtain our acceptance and approval of your lease agreement for the Premises. You must sign a lease agreement for the Premises within six (6) months after the Effective Date. If we cannot agree on a site for the Franchised Business within six (6) months after the Effective Date, then upon receiving your written request within ten (10) days after the 6-month period

expires, we will terminate this Agreement, and, provided you sign our form mutual termination agreement, which includes a general release, we will refund fifty percent (50%) of the first installment of your Initial Franchise Fee.

(b) We may condition our acceptance of any lease on execution of the Collateral Assignment of Lease, attached as Attachment 6. In the event that you propose to lease the Premises from any Owner, director, officer or other principal of yours, or from any person or entity related to or affiliated with you or one or more of your Owners, directors, officers or other principals ("Related Party"), we may require the Related Party to sign this Agreement and/or separate agreements for the purpose of binding the Related Party to applicable provisions of this Agreement, as determined by us. You shall also execute a written lease agreement accepted by us with the Related Party and deliver a copy to us. We shall not represent you in a legal capacity and advise you to seek independent legal counsel in the review and negotiation of the lease agreement.

(c) You expressly acknowledge and agree that our acceptance of a site for the Franchised Business is not and shall not be construed as a guarantee or assurance that the Franchised Business will be profitable. ~~You hereby acknowledge and agree that our acceptance of a site does not constitute an assurance, representation or warranty of any kind, express or implied, as to the suitability of the site for the Franchised Business or for any other purpose. You also hereby acknowledge and agree that our acceptance of a site for the Franchised Business is not and shall not be construed as a guarantee or assurance that the Franchised Business will be profitable.~~ Our acceptance of a site indicates only that we believe the site complies with acceptable minimum criteria established by us solely for our purposes as of the time of the evaluation. Both you and we acknowledge that application of criteria that may have been effective with respect to other sites and premises may not be predictive of potential for all sites and that, subsequent to our acceptance of a site, demographic and/or economic factors, ~~(such as competition from other similar businesses,~~ included in or excluded from our criteria could change, thereby altering the potential of a site or lease. Such factors are unpredictable and are beyond our control. We shall not be responsible for the failure of a site accepted by us to meet your expectations as to revenue or operational criteria. You represent to us that your acceptance of a site for the operation of the Franchised Business is or will be based upon your own independent investigation of the suitability of the site.

(d) You shall not commence operations of the Franchised Business until you have complied, to our reasonable satisfaction, with all pre-opening obligations described in this Agreement, including, but not limited to: (i) you shall be in full compliance with all the terms of this Agreement; (ii) we shall have determined, in our sole discretion, that the Franchised Business is equipped and stocked with materials and supplies in accordance with standards and specifications approved by us; (iii) you, and all other designated parties, shall have successfully completed the initial training program to our satisfaction; (iv) you shall have furnished all certificates of insurance required under this Agreement; (v) all fees owed to us or our affiliates shall have been paid; (vi) the Premises shall fully comply with our standards and specifications; (vii) all

items on any opening checklist shall have been completed to our satisfaction; and (viii) you shall have obtained our written approval to commence operations of the Franchised Business.

4.2 Relocation. If you lose your right to possess the Accepted Location, then within one hundred twenty (120) days thereafter you and we shall determine a new location within your Territory in the manner set forth in Section 4.1. You may not relocate the Franchised Business from the Accepted Location without our ~~express written permission~~ prior written approval. We reserve the right to condition relocation approval on (i) the new location and its lease being acceptable to us; (ii) your reimbursement of any costs we incur during the relocation process; (iii) your confirmation that this Agreement remains in effect and governs the operation of the Franchised Business at the new location with no change in the Initial Term or Renewal Term or, at our option, your execution of our then-current form of franchise agreement to govern the operation of the Franchised Business at the new location for a new franchise term; (iv) your execution of a general release, in a form satisfactory to us, of any and all claims against us and our owners, affiliates, officers, directors, employees, and agents; (v) your continuing to operate the Franchised Businesses at its original location until we authorize its closure; and (vi) your taking within the timeframe we specify, and at your own expense, all action we require to de-brand and de-identify the former premises so that (in our opinion) they are no longer associated in any manner with the FLEET FEET System or the Marks.

4.3 Construction of Premises. You are solely responsible for the construction of the Premises and must do so in accordance with our standards and specifications. We will provide you with any currently available standards and specifications. You must purchase or lease the equipment, fixtures, and furnishings that conform with our standards and specifications. You ~~will~~shall commence any required construction promptly after execution of a lease for, or closing on the purchase of, the Premises. You shall maintain continuous construction of the Premises until completion. You ~~will~~shall complete construction in accordance with the plans and specifications for the Franchised Business which have been accepted in advance by us and ~~will~~shall not deviate, except as permitted below, from such plans and specifications without our prior written consent. You or your landlord ~~will~~shall be required to hire, at your sole cost and expense, an architect and/or engineer to create plans in order to satisfy relevant building codes, health codes, and specific requirements of the Premises and to obtain and comply with building permits for the Premises. It is your sole responsibility to make sure that the design and construction of the Premises is in compliance with all applicable laws and regulations including without limitation, the Americans with Disabilities Act. The Franchisee Indemnifying Parties (as defined in Section 7.21) shall indemnify and hold harmless the Franchisor Indemnified Parties ~~harmless~~(as defined in Section 7.21) against any and all claims, actions, causes of action, costs, fees, fines and penalties, of every kind and nature, should the design and/or construction of the Premises fail in any way to comply with any applicable laws. You agree to provide us with construction progress updates in a form we approve at the intervals we designate. We have the right to require you to use an approved architect, general contractor,

construction manager, or other supplier of design, engineering, construction, and related services.

4.4 Maintenance and Improvements of Premises. We require you to maintain your Premises in accordance with the terms and conditions of this Agreement, the pertinent provisions of the Brand Standards Manual, and ~~local~~applicable laws and regulations. The Premises ~~shall be maintained,~~ (including its fixtures, furnishings, equipment, materials, and supplies,) shall be maintained to the highest degree of cleanliness, orderliness, and repair. Additionally, we reserve the right to require you to generally refurbish the Franchised Business and/or the Premises at your expense, in order to conform to the building design, trade dress, color schemes and presentation of the Marks in a manner consistent with the then-current image for FLEET FEET franchises, which may include, without limitation, structural changes, installation of new materials and equipment, remodeling, redecoration, changing color schemes, and modifications and/or repairs to existing improvements. There is no limit on our right to require you to refurbish or upgrade the Premises or any other part or process of your Franchised Business. You agree to at all times ~~to~~ maintain the Franchised Business in a clean, wholesome, attractive, and safe condition and to keep it in good maintenance and repair. The design and appearance of Franchised Business's exterior and interior are part of our trade dress, and it is essential to the integrity of our intellectual property that they be maintained as uniformly as possible among the various stores of our franchisees at any given time. You therefore agree, at your own expense, to display and maintain in first-class appearance and condition, and to change from time to time ~~to change, as required by us,~~ advertising signs of such nature, form, color, number, location, illumination and size, and containing such legends and symbols, as we shall prescribe, initially and, thereafter, from time to time, in our Brand Standards Manual. You shall not display in or on your Premises any sign or advertising we ~~do have not approve~~approved in advance. The FLEET FEET Mark, as designated by us, shall appear in all articles used for, or in connection with, the sale or display of FLEET FEET products. No other name, trademark, or symbol shall be used without our prior written approval ~~by us~~. No vending machine or entertainment device shall be sold, displayed, situated or used in the Franchised Business without our prior written approval ~~by us~~. You shall not make any alterations, additions, replacements or improvements to the Franchised Business or its fixtures or appurtenances in violation of your lease or without our prior written approval. Nothing stated herein contradicts or undermines your obligation to comply with applicable governmental requirements. In the event of your delay, refusal, or failure to make repairs or modifications to the Premises as specified by this Section 4.4, we or our agents may enter the Premises, without further notice and without liability for trespass or other tort and with your complete cooperation, and remove, repair, and/or replace, at your expense, any items which do not conform to our then-current standards and specifications or which are not in conformity with your obligation to maintain the Franchised Business and the Premises in the highest degree of repair and condition. In addition to any and all other remedies that we may have in law or in equity, you shall reimburse us for all out-of-pocket expenses incurred by us in connection with any refurbishing work performed by us pursuant to this Section 4.4, plus an administrative fee of fifteen percent (15%) of the total aggregate amount of expenses incurred by us. In the event that you fail to reimburse us within seven (7) days

of the date you are billed for all such amounts, you authorize us to collect all amounts due, including interest and late fees in the amount set forth in this Agreement.

4.5 Inspection. We and our agents shall be permitted, with or without notice, to enter the Premises in person or remotely via communications technology, before and after the opening date, to inspect, photograph, and/or videotape on-going new construction or leasehold improvements, equipment and operations, and the performance of any and all services provided in and around the Franchised Business and/or the Premises to ensure compliance with all requirements of this Agreement. During such inspections, we also have the right to examine your books, accounting and customer records, inventory, hardware, software, databases, business records and other supporting records and documents (other than your employee records, as you exclusively control your labor relations and employment practices) in order to verify compliance with our brand standards and the Data Protection and Security Policies, and Privacy Laws (as defined below). You ~~will~~shall cooperate with our representatives in those inspections by rendering whatever assistance they may reasonably request, including using communications or audiovisual technology, such as a smartphone, to facilitate the remote inspection by us or our agents, and any other assistance necessary to enable us to contact and interview contractors, suppliers, as well as your ~~customers~~current and former customers. Upon reasonable notice from us, and without limiting our other rights under this Agreement, you ~~will~~shall take such steps as may be necessary to correct the deficiencies detected during any such inspection and immediately desist from the further use of any equipment, marketing materials, products, materials, practices, actions, or omissions that do not conform to our then-current plans and specifications, the Brand Standards Manual, or other standards or requirements, and to repair or replace anything in the Franchised Business that does not so conform. We also reserve the right to require you to immediately and temporarily suspend operation of the Franchised Businesses if continued operation of the Franchised Business would create a public health or safety risk. Any such temporary suspension shall continue until, as determined by us in our sole discretion, the cause of the temporary suspension has been identified and corrected to our satisfaction. Any and all inspections by us and all demands made by us to correct deficiencies and conform to our standards and specifications ~~will~~shall not constitute a representation or warranty by us that the Franchised Business, the Premises, your data policies or practices, ~~or your accounting practices, or your operation of the Franchised Business~~ comply with applicable laws, codes, ordinances, regulations or governmental standards. If any of your books, records, or inventory are located outside the Accepted Location, we shall have the same right to inspect them and to have your cooperation to facilitate our inspection. Upon written notification from us of a scheduled inspection, your Owners must be present during any inspection of your Premises or records. Any inspection shall be made at our expense, except that if such inspection is necessitated by your repeated or continuing failure to comply with the Brand Standards Manual or this Agreement, we may charge you for the costs of making such inspection, including without limitation, travel expenses, room and board, and compensation of our employees and/or agents.

4.6 Territory. While this Agreement is in effect, we will not operate, or license any other party to operate, a brick-and-mortar retail store branded with the Marks located

within the territory described on the Summary Pages of this Agreement or identified on the Site Selection Addendum ("Territory"). You will compete with other FLEET FEET stores which are now, or which may in the future be, located near or adjacent to your Territory, and such FLEET FEET stores may be owned by us, our affiliates, and/or third parties. Your Territory may overlap with the territory of another FLEET FEET store owned by us, our affiliates, and/or third parties and those stores may share common customers. We grant franchises and the rights to develop and operate FLEET FEET businesses only pursuant to the express terms of written agreements and not orally. We reserve the rights, among others, directly or through others and regardless of either (a) proximity to your Franchised Business or Territory or (b) any actual or threatened impact on sales of the Franchised Business to:

(a) use the Marks and System in connection with establishing and operating FLEET FEET stores at any location outside the Territory;

(b) use the Marks or other marks in connection with selling or distributing any goods (including branded merchandise) or services anywhere in the world (including within the Territory, other than through a brick-and-mortar store operating with FLEET FEET as its trade name), whether or not you also offer them, through channels of distribution other than a brick-and-mortar FLEET FEET store (including, for example, expositions, special events (e.g., marathons), off-site events, drop shops, kiosks, carts, catalogs, mail order, or the internet or other electronic means);

(c) supply businesses and individuals located within or outside your Territory with goods and services that may be the same as the goods and services you provide, whether we use the Marks or not;

(d) use the Marks in connection with soliciting or directing advertising or promotional materials to customers anywhere in the world (including within the Territory);

(e) subject to applicable laws and regulations, use, sell, or distribute, in any way, to any party, including suppliers who may also operate their own retail stores, within or outside your Territory, the customer lists, customer data, sales data, and any other information generated by your ~~FLEET FEET business~~ Franchised Business or any other FLEET FEET business; and

(f) establish, operate, acquire, be acquired by, or merge with other brands or outlets, even if the concepts or outlets are similar to the business operated under the FLEET FEET ~~system~~ System, and even if they have locations in your Territory; provided, any such outlet within your Territory will not operate with FLEET FEET as its trade name.

4.7 Franchisee's Channels of Distribution. We regulate the means by which you may solicit and conduct sales. Such rules are set forth in the Brand Standards Manual and recently promulgated publications whether by memorandum, email, certain online postings, or other oral or written communication. We may change ~~them~~ such rules from

time to time as we deem proper. You are prohibited from engaging, without our prior written consent, in any other channel of distribution other than brick-and-mortar retail store sales at your Accepted Location, which prohibition shall include, but not be limited to telemarketing, catalog sales, computer marketing, internet sales and offering for sale or selling any product at a lower price to persons who do not visit your Franchised Business than to in-store customers at the same period in time, which rights we retain exclusively for ourselves or our designated licensee. If we allow you to operate within channels of distribution other than brick-and-mortar retail store sales, you must comply with our rules and policies related thereto. We have the right to rescind or modify any such policy upon written notice to you.

## **ARTICLE 5. Intellectual Property**

5.1 Validity and Use of Marks. By executing this Agreement, we grant to you, subject to the terms of this Agreement, a limited, non-exclusive right to use the Marks in connection with the Franchised Business. You acknowledge that the Marks are and shall remain our sole property. You shall use such Marks only as permitted under this Agreement. You may not, either during or after the Initial Term or any Renewal Term, do anything, or aid or assist any other party to do anything, which would infringe upon, harm, dilute, or contest our rights to any of the Marks or in any mark or name which incorporates the words "FLEET FEET," or any component of any other Mark. You may not use any mark or name other than as herein licensed in connection with the conduct of the Franchised Business and may not place any name or mark other than the names or marks originally appearing thereon on any products, packages or other materials which you obtain from us or any manufacturer designated and/or approved by us as qualified to supply products conforming to our specifications. You must use the Marks without any accompanying words or symbols, other than as we require. You shall not otherwise use the name "FLEET FEET" or any other of the Marks in or as part of your firm or corporate name. ~~You~~When preparing material for advertising, you agree to follow the standards established from time to time by us for the presentation of the Marks as set out in the Brand Standards Manual ~~when preparing materials for advertising~~. You shall not attempt to register or otherwise obtain any interest in any Online Presence (as defined in Section 5.8) utilizing any of the Marks or any other word, name, symbol, or device which is likely to cause confusion with any of the Marks. You shall not use any of the Marks in connection with employee-facing labor and employment materials without our prior written consent. To the extent you use any Mark in employment-related materials with our consent, you must include a clear disclaimer that you (and only you) are the employer of employees of the Franchised Business and that we, as the franchisor of FLEET FEET businesses, and our affiliates are not their employer or joint employer and do not engage in any employee-type activities for which only franchisees are responsible, such as employee selection, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions. You agree not to object to or interfere in any manner with the use by us, our affiliates, or by any authorized FLEET FEET franchisee of the name "FLEET FEET" or any other name combination created by us using the name "FLEET FEET", or any other of the Marks, in any manner whatsoever in any area. You represent to us that you have investigated the region in

which you desire to open your FLEET FEET franchise and have found no use of the name "FLEET FEET" or any similar trade name. You shall immediately notify us of any apparent infringement of or challenge to your use of any Mark or claim by any person of any rights in any Mark, and you shall not communicate with any person other than us and our counsel in connection with any such infringement, challenge or claim. We shall have sole discretion to take such action as we deem appropriate in connection with the foregoing, and the exclusive right to control any settlement, litigation, or Patent and Trademark Office proceeding or other proceeding arising out of any such alleged infringement, challenge, or claim that otherwise relates to any Mark. You further agree to execute any and all other necessary papers, documents, and assurances to effectuate this purpose and agree to cooperate fully with us or any franchise of ours in securing all necessary and required authority from any Secretary of State, licensing authority, or any other state or federal authority to the use of the name "FLEET FEET" or any other FLEET FEET authorized name whenever needed or appropriate and to protect and maintain our interests in any litigation or other proceeding. Your usage of the Marks and any goodwill established thereby (including any goodwill associated with any Online Presence owned, operated, or controlled by you as) shall inure to our exclusive benefit and that this Agreement does not confer any goodwill or other interest in the Marks upon you (other than the license to operate a Franchised Business in compliance with this Agreement). You acknowledge and agree that the restrictions set forth in this Agreement are reasonable and necessary for the protection of the value of the Marks and the goodwill associated with the Marks ~~and~~, that any violation of this Agreement would cause substantial and irreparable injury to us, and that we would not have entered into a business relationship with you ~~or~~ nor would we enter into this Agreement without receiving your unrestricted promise to use the Marks only in the manner authorized by us.

5.2 Modification of Marks. If it becomes advisable at any time in our sole judgment to modify or discontinue use of any Mark and/or to use one or more additional or substitute trade or service marks, you agree to comply with our directions to modify or otherwise discontinue the use of such Mark, and/or use one or more additional substitute or service marks, within a reasonable time after written notice thereof by us. You must adopt any such changes at your sole expense.

5.3 Indemnification With Respect to Use of Marks. Provided you comply at all times with Article 5 of this Agreement, we shall indemnify you against and reimburse you for damages assessed against you, if any, based on your use of the Marks. Otherwise, we shall not be required to indemnify you against or reimburse you for any loss or damages arising from your use or misuse of any Mark. If ~~the~~ any claim related to your use of the Marks results in re-branding, you will bear all expenses of ~~the~~ any necessary modifications to the Franchised Business.

5.4 Future Marks. You agree that any further rights that may develop in any of the Marks in the future, whether as trade names, trademarks, service marks or copyrighted materials, shall inure and accrue to our benefit. We may develop future Marks. ~~Use of said~~ Your use of any such future Marks ~~will~~ shall be governed by this Agreement.

5.5 Confidentiality of System. You hereby acknowledge that we are the sole owner of all intellectual property rights in and to the System and all material and information relating to the System now or hereafter revealed to you under this Agreement, including, but not limited to, ~~that certain~~ the Brand Standards Manual we provide to you as well as all memoranda, emails, informational bulletins, certain online postings, or other communications containing proprietary information regarding the System. You further acknowledge that the System contains our Confidential Information (as defined below), including our trade secrets), and that ~~they are~~ Confidential Information is revealed to you in confidence solely to enable you to establish and operate the Franchised Business licensed herein in accordance with the terms of this Agreement. "Confidential Information" means the information, not generally known to the public, in any form, relating to the Franchised Business and its operations, including but not limited to: (i) all trade secrets of the Franchised Business; (ii) all knowledge, know-how, standards, methods, and procedures related to the establishment and operation of the Franchised Business not generally known to the public; (iii) all records pertaining to customers, suppliers, and other service providers of, and/or related in any way to, the Franchised Business (such as all names, addresses, phone numbers, e-mail and email addresses for customers and suppliers; customer purchase records; and mail lists); (iv) all customer fit data; (v) product catalogs; (vi) training manuals and materials; (vii) price lists; (viii) business forms; (ix) accounting procedures; (x) inventory systems; (xi) distribution procedures and manufacturing methods; (xii) electronic code, designs, marketing materials and reports, and business, sales, and marketing strategies; (xiii) financial information; (xiv) databases; (xv) training materials; (xvi) knowledge of the franchise system; System; (xvii) and any other data and information that we or our affiliates designate as confidential, including all information contained in the Brand Standards Manual. You and the Owners shall not, during the Initial Term or Renewal Term or at any time after the expiration, non-renewal, transfer, or termination of this Agreement, regardless of the cause thereof, and without any geographic limitation, (a) use any of the Confidential Information for your or their own benefit, or (b) communicate or divulge to (in oral, written, or electronic communication), or use for the benefit of any other person or entity, any of Confidential Information. You shall disclose to your employees and contractors only such Confidential Information as is necessary to operate the Franchised Business and then only while this Agreement is in effect. You must require any employees and independent contractors who have access to our Confidential Information to sign a confidentiality agreement in the form we require, and you must include us as a third-party beneficiary thereto. You agree that your right to use the Confidential Information is exclusively derived from this license agreement Agreement and you have no right to use the Confidential Information following termination, non-renewal, transfer, or expiration of this Agreement. Specifically, and without limitation, you agree not to make any unauthorized postings of Confidential Information on any internet websites or electronic bulletin boards. All matters relating to this paragraph's validity, construction, performance, and enforcement shall be governed by the laws of the State of North Carolina.

5.6 Ownership of Inventions and Ideas. All inventions, ideas, applications, trademarks, service marks, enhancements, modifications, improvements or other processes, methods and designs, technologies, computer software, electronic code,

original works or authorship, formulas, patents, copyrights, marketing and business plans and ideas, and all improvements and enhancements ~~thereto~~ to any of the foregoing that you, the Owners, your affiliates, or your employees may develop, invent, discover, conceive or originate, alone or in conjunction with any other person or persons during the Initial Term or Renewal Term that relate in any way, either directly or indirectly, to the Franchised Business and/or the System (collectively, "Inventions and Ideas"), either in whole or in part, shall be our exclusive property. You must promptly disclose the existence of any and all Inventions and Ideas to us. You and ~~they~~ your Owners, affiliates, and employees assign to us, without compensation, all rights, title, and interest in and to such Inventions and Ideas, and agree that you and ~~they~~ your Owners, affiliates, and employees will execute any and all instruments and do any and all acts necessary or desirable to establish and perfect in us the entire right, title, and interest in and to such Inventions and Ideas.

#### 5.7 Covenants Against Unfair Competition.

(a) Covenant Against Unfair Competition – During Initial Term. You acknowledge that you and your Owners will receive valuable, specialized training and Confidential Information regarding the operational, sales, promotional, and marketing methods of the FLEET FEET business and System that we have developed through monetary and other resource expenditures and that provide competitive advantages to our System. During the Initial Term, you and your Owners ~~will~~ shall not, without our prior written consent, for yourselves, or through, on behalf of, or in conjunction with any other person or entity:

(i) own, manage, engage in, be employed by, advise, make loans to, or have any other interest in, as a partner, owner, officer, executive, managerial employee, director, salesperson or consultant for, or offer or grant franchises or licenses for, any Competitive Business (as defined below); or

(ii) perform any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

(b) Covenant Against Solicitation – During Initial Term. You acknowledge you will receive customer and supplier information that is considered Confidential Information. During the Initial Term, you and your Owners ~~will~~ shall not, without our prior written consent, for themselves, or through, on behalf of, or in conjunction with any other person or entity:

(i) solicit, divert, or attempt to solicit or divert, any business or customer to any Competitive Business; or

(ii) use any supplier relationship established through your association with us for any purpose other than to purchase supplies, products, equipment, merchandise, or services for use or retail sale in the Franchised Business; or

(iii) solicit, divert, or attempt to solicit or divert, any supplier that has done business with the Franchised Business to cease providing supplies, products, equipment, merchandise, or services to FLEET FEET businesses.

(c) Covenant Against Unfair Competition – Post-Term. In partial consideration for our allowing you to license our Marks and Confidential Information, you and each of your Owners covenant and agree that for a period of two (2) years after the termination, expiration, non-renewal, or transfer of this Agreement, regardless of the reason for such termination, expiration, non-renewal, or transfer (“Restrictive Period”), you and your Owners shall not, within the Restrictive Territory (as defined in Section 5.7(e) below) engage in any of the following:

(i) Engage in any Competitive Business (as defined in Section 5.7(f) below) as a franchisee or licensee; or

(ii) Franchise or license any Competitive Business; or

(iii) Engage in any Competitive Business as an employee, owner, officer, director, manager, consultant, lender, landlord, or independent contractor in any capacity which directly competes with the work performed while a FLEET FEET franchisee within one (1) year preceding the termination, expiration, non-renewal, or transfer of this Agreement; or

(iv) Engage in any Competitive Business as an employee, owner, manager, consultant, lender, landlord, or independent contractor in any capacity in which you or your Owners would be in a position to use or disclose Confidential Information; or

(v) Become interested in any such Competitive Business as an owner, partner, shareholder, member, consultant, lender, or principal, provided that the purchase of a publicly traded security of a corporation engaged in such business or service shall not in itself be deemed violative of this Section 5.7(c) so long as you do not ~~own yourself individually~~, or through your Owners or their/your spouses or partners, own more than one percent (1%) of the securities of such corporation.

(d) Covenant Against Solicitation – Post-Term. In partial consideration for us allowing you to license our Marks and Confidential Information, you and each of the Owners covenant and agree that during the Restrictive Period, you and the Owners shall not, within the Restricted Territory, engage in any of the following:

(i) Solicit, divert, or attempt to solicit or divert, to any Competitive Business any business or customer located within the Restrictive Territory with whom you or your Owners had any business relationship as of the termination, expiration, non-renewal, or transfer of this Agreement or within one (1) year preceding the termination, expiration, non-renewal, or transfer of this Agreement; or

(ii) Solicit, divert, or attempt to solicit or divert, to any Competitive Business any business or customer located within the Restrictive Territory with whom we, any of our affiliates owning or supplying FLEET FEET locations, or other FLEET FEET franchisees or franchise owners had any business relationship as of the termination, expiration, non-renewal, or transfer of this Agreement or within one (1) year preceding the termination, expiration, non-renewal, or transfer of this Agreement; or

(iii) solicit, divert, or attempt to solicit or divert, any supplier that has done business with the Franchised Business within one (1) year of the Restrictive Period to provide supplies, products, equipment, merchandise, or services to a Competitive Business or to cease providing supplies, products, equipment, merchandise or services to FLEET FEET businesses.

(e) Restrictive Territory. For purposes of this Section 5.7, the term "Restrictive Territory" means the following:

(i) An area which is within a twenty-five (25) mile radius of:

(A) The Accepted Location as of the date of termination, expiration, non-renewal, or transfer of this Agreement (including at the Accepted Location), or

(B) The location of any other FLEET FEET location owned by us or our affiliates or franchisees as of the date of termination, expiration, non-renewal, or transfer of this Agreement (including at those locations); or

(ii) Only in the event the foregoing is determined by a court of law to be too broad,

(A) The Territory as it exists on the date of termination, expiration, non-renewal, or transfer of this Agreement (including at the Accepted Location); or

(B) The territories in which we or our affiliates or any of our franchisees operate any FLEET FEET businesses or locations as of the date of termination, expiration, non-renewal, or transfer of this Agreement (including at the business locations); or

(iii) Only in the event the foregoing is determined by a court of law to be too broad, the Territory as it exists on the date of termination, expiration, non-renewal, or transfer of this Agreement (including at the Accepted Location); or

(iv) Only in the event the foregoing is determined by a court of law to be too broad, at the Accepted Location as it exists on the date of termination, expiration, non-renewal, or transfer of this Agreement.

(f) Competitive Business. For purposes of this Section 5.7, the term "Competitive Business" means any business or commercial activity that:

(i) receives 40% or more of its gross revenue from the sale of athletic shoes, athletic apparel, and/or athletic accessories; or

(ii) receives 25% or more of its gross revenue from the sale of athletic shoes; or

(iii) receives at least 10% of its gross revenue from the sale of brands sold by the Franchised Business or other FLEET FEET stores; or

(iv) offers a running training program or race promotion services; or

(v) receives 50% or more of its gross revenue from the sale of athletic shoes, athletic apparel, ~~athletic~~ and accessories; casual shoes, apparel, and accessories; athletic or fitness training services; race promotion services; one or more of the same brands sold by Franchised Businesses; and/or related products and services offered by Franchised Businesses whether operated directly or through franchises or licenses granted to others to operate.

(g) Reasonableness. The above post-termination covenant not to participate in a similar Competitive Business or to engage in solicitation on behalf of a Competitive Business shall apply regardless of how or why ~~the~~this Agreement terminates, expires, transfers, or does not renew. The parties agree that the foregoing covenants contained in this Section 5.7 contain reasonable limitations as to time, geographical area, and scope of activity to be retrained and do not impose a greater restraint than is necessary to protect our goodwill or our other business interest and our franchisees, and the provisions do not prevent you or your Owners from earning a living. You agree that the scope of activities prohibited in this Section 5.7, and the length of the term and geographical restrictions in this Section 5.7, are necessary to protect ~~the~~our legitimate business interests and are fair and reasonable and are not the result of overreaching, duress, or coercion of any kind. ~~—You and your Owners agree that your full, uninhibited, and faithful observance of each of the covenants in this Section 5.7 will not cause any undue hardship, financial or otherwise. Enforcement~~You and your Owners also agree that enforcement of each of the covenants in this Section 5.7 will not impair your or your Owners' ability to obtain employment commensurate with your or your Owners' abilities or on terms fully acceptable to you or your Owners or otherwise to obtain income required for the comfortable support of you or your Owners and your or their families, and the satisfaction of the needs of all of your and your Owners' creditors. Your and your Owners' special knowledge of FLEET FEET (and anyone acquiring this knowledge through you or your Owners) is such that it would cause us serious injury and loss if you or your Owners (or anyone acquiring this knowledge

through you or your Owners) were to use this knowledge to the benefit of a competitor or were to compete with us or our franchisees. The covenants in this Section 5.7 are to be construed as independent of any other covenant or provision of this Agreement. The existence of any claim you or any of your Owners may have against us or any of our affiliates (regardless of whether arising under this Agreement) is not a defense to the enforcement of these covenants against you or your Owners. In the event of any violation of the provisions of this Section 5.7, the Restrictive Period shall be extended by a period of time equal to the period of the violation. You and we agree that the running of the applicable post-termination Restrictive Period shall be tolled during any period of such violation.

(h) General Manager. At our option, we may require that you cause all persons involved in the Franchised Business as non-owner operators or general managers to enter into an agreement(s) to be bound by provisions substantially similar to Section 5.7 of this Agreement. You agree to provide us with copies of such executed agreements upon request. If you have reason to believe that any person has violated any such provisions of this Agreement, you shall promptly notify us and cooperate with us to protect us against unfair competition, infringement, or other unlawful use of our Marks, trade secrets, or System. You further grant us the right, but not the obligation, to prosecute any such lawsuits at our expense on your behalf. Notwithstanding the foregoing, under no circumstances will we control the forms of employment agreements you use with your employees or otherwise be responsible for your labor relations or employment practices.

5.8 Online Presence. You ~~will~~shall not, directly or indirectly, establish or operate an Online Presence that in any way concerns, discusses or alludes to us, the System, or your Franchised Business without our written consent, which we are not obligated to provide. An "Online Presence" includes but is not limited to (1) the brand website, other webpages, or domain names; (2) accounts, pages, or profiles on social media sites; social networking sites; news sites and groups; online, internet, or digital directories; video, audio, photography, and messaging services; blogs; or forums; (3) e-commerce sites or accounts; (4) digital or online advertising and marketing content and services; (5) mobile applications; (6) virtual reality platforms; (7) any identifiers of an Online Presence; or (8) ~~any~~ presence on any other type of online, internet, virtual, or digital tool, good, or service that may be developed. Further, the Marks may not be used as part of, in conjunction with, to establish, or to operate any Online Presence, unless specifically approved by us, which approval we are not obligated to provide. You ~~will~~may not post, and ~~will~~must take such steps as necessary to ensure that your employees do not post, ~~to any information to an Online Presence~~ any information relating to the us, the System, the Marks, or the Franchised Business that (a) does not comply with the our then-current brand, social media, or Online Presence guidelines described in the Brand Standards Manual or otherwise provided to you; (b) is derogatory, disparaging, or critical of us, the System, or the Marks; (c) is illegal, offensive, inflammatory, or, controversial, unethical, immoral, indecent, or otherwise inappropriate; and/or (d) harms the goodwill and/or public image of the System and/or the Marks. Any Online Presence ~~will~~shall be deemed "advertising" under this Agreement and ~~will~~shall be subject to (among other things) our approval under this

Agreement. We alone have the right, but not the obligation, to establish, maintain, modify or discontinue all internet and electronic commerce activities pertaining to the System, including through any Online Presence. We shall not be liable for downtime that may occur to any such Online Presence, whether such downtime is caused by us or a third-party. We alone will be, and at all times remain, the sole owner of any Online Presence and of the copyrights to all material which appears on any Online Presence, including any and all material you may furnish to us for use on an Online Presence. Ownership of all URLs and other identifiers with any such Online Presence shall vest exclusively in us. You agree to execute any and all documents needed to evidence our ownership of the Online Presences and assign us any rights that you gain to them. We shall have the right, but not the obligation, to designate one or more webpage(s) or other form of Online Presence to describe you and/or the Franchised Businesses, with such webpage(s) or Online Presence to be located within our website or another Online Presence. You shall comply with our policies with respect to the creation, maintenance and content of any such ~~web page~~webpage(s) and any other Online Presence; and we shall have the right to refuse to post and/or discontinue ~~posting~~posting any content and/or the operation of any webpage or Online Presence. You shall not establish a separate website or Online Presence, without our prior written approval (which we shall not be obligated to provide). If approved to establish an Online Presence, you shall comply with our policies, standards and specifications with respect to the creation, maintenance and content of any such Online Presence. You may not establish or permit or aid anyone else to establish any links to any Online Presence or communication arrangement which we may create. You must promptly modify or remove any online communication or content pertaining to the Franchised Business that does not comply with this Agreement or the Brand Standards Manual.

5.9 Artificial Intelligence. Your use of artificial intelligence (“AI”) technology in connection with the Franchised Business must always comply with our brand standards and policies, ~~if available~~. For exemplary purposes only, use of AI technology includes AI-driven customer service, data analysis, image generation, text generation, code generation, sound generation, and decision-making tools. If you use AI technology, you are strictly prohibited from uploading, inputting, disclosing, or otherwise sharing any Confidential Information related to the Franchised Business—such as training materials, operational procedures, customer data, or other sensitive or proprietary business information—with any AI technology, just as you are prohibited from sharing such information on the internet or other public platforms. We reserve the right, at our sole discretion, to modify our AI policies, establish additional limitations, require additional approvals, or altogether prohibit the use of AI technology in the future. Any failure to comply with ~~these restrictions will~~ our AI policies shall be considered a material violation of this Agreement.

## **ARTICLE 6. Our Obligations**

6.1 Services to be Rendered. ~~We~~During the Initial Term, we agree to provide you the following services:

(a) If the Franchised Business has not previously opened for business or if you are buying an existing Franchised Business, we will instruct at least one Owner in its operation prior to opening by providing a training program; in such case, the Owner shall attend the training program, and a second associate or employee also may attend without charge. If an Owner will not conduct the day-to-day operations of the Franchised Business, the employee who will serve as the full-time general manager must attend. If you would like additional associates or employees to attend the training program when you do, you must pay our then-current training fee. The training shall be provided, at our sole discretion, at our corporate office, designated location(s), by telephone, and/or virtually. The training may be presented in installments, and you will be required to attend all installments. You shall bear and pay all indirect training costs and expenses, such as any salary expenses of your employees and all expenses of travel, lodging, meals, and other living expenses you and your designee(s) incur in attending the training program. We are under no obligation to provide training to your particular specifications.

(b) We will promptly provide such advice and information as we consider reasonably appropriate to assist you with all methods and procedures associated with the System and operations of the Franchised Business. You understand and agree that such advice and information may be rendered by phone, electronically, through the Brand Standards Manual, training and/or by such other means as we deem appropriate in our sole discretion. We may, ~~in~~ at our discretion, convene meetings of franchisees or other training as we consider necessary or appropriate, in our discretion, including remedial training if your Franchised Business is not operating in accordance with our standards. We have the right to require you and your full-time general manager(s) to attend training and to charge an attendance fee. If you request any advice or consultation service that requires us to make any of our staff present at the Franchised Business, we may charge to provide such service at the then-current per diem cost set forth in the Brand Standards Manual, plus expenses. You ~~will~~shall be responsible for all transportation, lodging, food, and other costs incurred while attending the training. We are not required to offer these training courses and can terminate them at any time.

(c) We will make available to you from time to time all improvements and additions to the System to the same extent and in the same manner as they are made available to our franchisees generally. These improvements and additions may involve additional products and services for you to sell.

(d) We will make available to you from time to time such template marketing materials and promotional plans and materials, if any, ~~available to you from time to time~~ as we prepare for use by FLEET FEET franchisees generally. You may use such materials in any local marketing. You ~~will~~shall pay all associated costs, including the cost of customizing the materials for your particular use. All advertising and promotional plans and materials created by us, in whole or in part, are and remain our exclusive property.

(e) To the extent we have them, we will make available to you a list of necessary or recommended equipment, signs, fixtures, inventory, and supplies and a

list of any specifications. We may modify such specifications from time to time. To the extent we have them, we will also provide you with a list of approved, designated, or exclusive suppliers for your equipment, signs, fixtures, inventory, and supplies, among other items.

(f) You agree that we are not obligated to provide any training or assistance to your particular level of satisfaction, but as a function of our experience, knowledge, and judgment. We are not obligated to provide any services to you that are not set forth in this Agreement. If you believe we have failed to adequately provide any pre-opening services to you, or any other matter affecting the establishment of your Franchised Business, you must notify us in writing within thirty (30) days following the opening of your Franchised Business or you ~~will~~shall be deemed (1) to conclusively acknowledge that all pre-opening and opening services required to be provided by us were sufficient and satisfactory in your judgment and compliant with all representations made to you. ~~If you fail to so notify us, you will be deemed and (2) to have waived all claims relating to our~~or arising from our obligations to provide pre-opening and opening assistance.

6.2 Sale of Products and Terms of Sale. We, or an affiliate, may offer to sell you certain products. We also have the right to require you to purchase these items.

6.3 Optional Products and Services. We or an affiliate may offer certain optional goods and services for your use. You shall comply with the terms and conditions we or they may impose for using those optional goods and services, including any fees assessed.

## **ARTICLE 7. Operation of Your Business**

7.1 Operation of Business. You agree to operate the Franchised Business in accordance with the Brand Standards Manual ("Brand Standards Manual"), as amended from time to time, along with any other policies and procedures we may issue from time to time, regardless of whether such policies and procedures have been formally incorporated into the Brand Standards Manual. The "Brand Standards Manual" expressly includes separate manuals and alternative or supplemental communications by us, such as by an owner's website or extranet, bulletins, emails, video, audio, and other electronic or print methods. You agree to monitor these alternative and supplemental communications methods as we specify for any updates to the Brand Standards Manual or our standards, specifications, and procedures. Any passwords or other digital identifications necessary to access the Brand Standards Manual on any website or extranet shall be deemed Confidential Information. We may periodically amend, update, or replace the contents of the Brand Standards Manual without prior notice to you. Unless a delayed start time is specified, you ~~will~~must comply with each amended, updated, or replaced provision once uploaded to the Brand Standards Manual. The Brand Standards Manual is designed to protect our Marks, brand image, goodwill, and standards and systems, and not to control the day-to-day operation of ~~the business~~your Franchised Business. You shall comply with all rules, regulations, and

directives specified by us, as well as all mandatory standards, specifications, and procedures contained in the Brand Standards Manual, as amended from time to time.

7.2 Products and Services. You shall always actively promote the sale of FLEET FEET products and services and shall use your best efforts to cultivate, develop, and expand the market for such products and services. You agree to operate the Franchised Business diligently to maximize revenues and profits. You agree that you will use in the operation of the Franchised Business only those products, supplies, and other materials ~~in the operation of the Franchised Business~~ as we have specifically designated or approved. You must sell all products and services that we require. You may be required to purchase from us or our affiliates certain products that involve trade secrets or that have been specially prepared by us or at our direction or that we consider integral to the System. We may designate one or more designated or exclusive suppliers, which may be us or an affiliate, for any services, products, equipment, or supplies used in the operation of the Franchised Business, in which event you must purchase every item exclusively from the designated or exclusive supplier. We or our affiliates may receive payments or other compensation from suppliers on account of the suppliers' dealings with us, with you, or with other franchisees in the System. We may use any amounts that we receive from suppliers for any purpose that we deem appropriate. Further, if we and our affiliates sell any goods and services to you, we and our affiliates may make a profit. You hereby agree that we and our affiliates are entitled to such profits, payments, discounts, or other compensation. We and our affiliates may negotiate supply contracts with our suppliers under which we are able to purchase products, equipment, supplies, and services at a price lower than that at which our franchisees are able to purchase the same items. We may, from time to time, amend the list of unauthorized products, services and suppliers, in our sole discretion, and you will be obligated to cease using and selling the unauthorized products, services and suppliers within thirty (30) days after you receive written notice that such products, services, or suppliers are unauthorized. You agree to maintain at all times such minimum inventory levels ~~at all times~~ as we may ~~determine~~designate, in our sole discretion. Additionally, you further agree to maintain an inventory of products that is adequate, both in terms of the range of items covered and in terms of the quantities of the respective items, to fulfill the public demand in your market for such products and to promptly satisfy customers seeking such products at the Franchised Business. You must immediately discontinue offering and selling any products that have been recalled by their manufacturer upon receiving notice thereof. We will not be liable to you for any loss you incur as a result of any such recall or product discontinuance. The Franchisee Indemnifying Parties ~~will~~shall indemnify, defend, save and hold the Franchisor Indemnified Parties harmless from and against all claims, demands, costs, and expenses in connection with your failure to comply with this provision. You may request that we review a new or alternate supplier, service, or product, but we are under no obligation to approve such supplier, service, or product and we may charge you a fee for our costs to undertake the review.

7.3 Telephone, Email, Internet. You must establish a local telephone number for use at the Franchised Business. You must establish an email address that we approve for the Franchised Business. We may in our discretion provide this email address to you

and may charge a fee to do so. You must keep us notified as to the current telephone number and email addresses for the Franchised Business. In no event shall you use such number for any other business or for personal use. You further covenant that you will promptly notify us in the event you obtain any additional or substitute telephone number or email addresses, ~~you will promptly notify us~~address. You ~~will~~must maintain high-speed ~~Internet~~internet at the Franchised Business as specified by us in the Brand Standards Manual or otherwise. You ~~will~~must also provide continuous telephone answering coverage and email response whenever the Franchised Business is open for business. You ~~will~~shall be solely responsible for paying all bills resulting from the use and/or maintenance of the telephone and ~~Internet~~internet at the Franchised Business and the operation of all computer hardware and software associated with the System.

7.4 Prices. You shall have the right to set prices provided that, subject to applicable antitrust laws, such pricing: (1) complies with any minimum or maximum prices set by us; (2) complies with any prices specified by us; and (3) conforms to any bona fide promotional programs or national or regional accounts programs periodically established by us. We have no obligation to establish or maintain pricing policies. We retain the right to modify pricing policies from time to time at our sole discretion.

7.5 Employees. The Franchised Business is an independent business and you are exclusively responsible for day-to-day control and management of your Franchised Business, including, but not limited to, the hiring and discharging of your employees, employee discipline; workplace health and safety; employee supervision and assignment; work rules and directions governing the manner, means, or methods of work performance<sub>;</sub>; and setting and paying wage, compensation, and benefits of your employees. You agree we have no power, responsibility<sub>; or liability with respect to these tasks. You are responsible for the day-to-day operation of your Franchised Business, including hiring<sub>;</sub>; setting the conditions of employment, supervision, discipline and termination of all personnel<sub>;</sub>; purchases and maintenance of equipment and supplies<sub>;</sub>; preparing your own marketing plans and funding and implementing those marketing plans<sub>;</sub>; maintenance of employment records<sub>;</sub>; and daily maintenance, safety, security and the achievement of compliance with the Brand Standards Manual.</sub>

Our ability to approve, accept, or consent to certain matters, to inspect the Franchised Business and its operations<sub>;</sub>; and to enforce our rights, exists only to the extent necessary to protect our interest in the System and the Marks. Neither the retention nor the exercise of these rights is for the purpose of establishing any control, or the right to take control, over those matters that are clearly reserved to you. Your employees are not our agents or employees<sub>;</sub>; and we are not a joint employer of these individuals. You are solely responsible for performing all administrative functions at the Franchised Business, including payroll and providing workers' compensation insurance in accordance with applicable laws and regulations. You are not economically dependent on us, and we do not provide equipment, facilities, housing, or transport your employees~~or,~~nor do we provide to your employees' the tools or materials required for your employees to perform services for you. You shall comply with all employment laws and regulations. You shall obtain from each of your employees an acknowledgment signed by such persons providing that such individual understands, acknowledges, and

agrees that (i) he or she is an employee of you and not us and (ii) he or she shall look solely to you, and not to us or our affiliates, agents, or employees, for his or her compensation and for all other employment matters. You shall post a notice on the employee bulletin board clearly visible to your employees, notifying all employees that you are their employer ~~is you~~ and clearly stating that neither we nor our affiliates are the employer of ~~theyour~~ employees. You shall not use any of the Marks in connection with ~~employee facing~~employee-facing labor and employment materials.

7.6 General Managers. The business shall be managed by a person, identified to us, who has ~~undergone~~successfully completed our training program ~~and successfully completed it~~. If we give our consent ~~for that~~ an Owner ~~to need~~ not personally supervise your Franchised Business, ~~you are required to have~~the Franchised Business must at all times be supervised by a full-time general manager who has successfully completed our training program. In the event your general manager ceases their employment with you, you must retain within ninety (90) days a new general manager accepted by us who successfully completes our training program.

7.7 Harmful Business Practices Prohibited. You ~~will~~must not engage in any trade practice or other activity which (a) is harmful to the goodwill of, or reflects unfavorably on the reputation of, you, us, the Franchised Business, the Marks, the services and/or products sold at the Franchised Business; or (b) constitutes deceptive or unfair competition or otherwise is in violation of any applicable laws. In all dealings with customers, suppliers, us and others, you ~~will~~must act according to the highest standards of honesty, integrity, fair dealing and ethical conduct. You ~~will~~must operate your business in full compliance with all applicable laws, ordinances and regulations, including all licensing requirements. Compliance with this Agreement shall not be an excuse for violating any law unless we specifically advised you in writing to violate the law after you have made us aware of the conflict. We make no representations as to what (if any) licenses, permits, authorizations or otherwise will be required in connection with your establishment or operation of your business. It is your sole responsibility to determine what licenses, permits, authorizations or otherwise are required and to obtain them, all at your expense. You agree to comply, and/or assist us in our compliance efforts, as applicable, with any and all laws, regulations, Executive Orders or otherwise. ~~You agree to comply and assist us in our compliance efforts, as applicable, with any and all laws, regulations, Executive Orders or otherwise, including those relating to anti-terrorist activities,~~ (including, without limitation, the U.S. Patriot Act, Executive Order 13224, and related U.S. Treasury and/or other regulations). In connection with such compliance efforts, you agree not to enter into any prohibited transactions and to properly perform any currency reporting and other activities relating to ~~your business~~the Franchised Business as may be required by us or by law. You confirm that you are not listed in the Annex to Executive Order 13224 and agree not to hire any person so listed or have any dealing with any person so listed (the Annex is currently available at <http://www.treasury.gov>). You are solely responsible for ascertaining what actions must be taken by you to comply with all such laws, orders and/or regulations, and specifically agree that your indemnification responsibilities as provided in this Agreement pertain to your obligations hereunder.

7.8 Crisis Situations. You ~~shall~~must notify us immediately upon the occurrence of any situation that may have a ~~material~~materially negative impact on you, us, or the Franchised Business or which could ~~have a deleterious effect on~~seriously harm the FLEET FEET brand, Marks, or System ("Crisis"), including injuries of customers or employees, contagious diseases, natural disasters, terrorist acts, shootings, or any other circumstance which may damage the System, Marks, or image or reputation of the Franchised Business, the System, or us. You ~~shall~~must follow all of our policies, procedures, and instructions in every such situation, including, without limitation, managing public relations and communications, as directed by us or as specified in the Brand Standards Manual, whether or not you have retained outside counsel or a public relations firm to assist with such matters. You ~~will~~must cooperate fully with us regarding our response to the Crisis. In the event of the occurrence of a Crisis, we may establish emergency procedures that may require you to temporarily close the Franchised Business to the public, in which event we shall not be liable to you for any loss or costs, including consequential damages or lost profits occasioned thereby. We ~~will~~have reserve the right to take control of the management of communications relating to any event if we determine that the publicity surrounding ~~the~~such event is likely to have a material adverse effect on the reputation or goodwill of the Franchised Business, Marks, System, or us. You ~~will~~must obtain our consent before any press releases, interviews or public statements are issued by you, or anyone on your behalf, about events that are likely to receive or are receiving significant negative public attention related to the Franchised Business, Marks, System, or us.

7.9 Toll-Free Number; Secret Shopper, etc. We may, in our sole discretion, institute various programs for verifying customer satisfaction and/or your compliance with all operational and other aspects of the System, including (but not limited to) marketing research surveys, a toll-free number, customer comment cards, secret shoppers, "phone phantom" or otherwise. We will share with you the results of such programs as they pertain to your Franchised Business ~~with you~~, and you ~~will~~shall reimburse us for the costs associated with any and all such programs.

7.10 Change in Owners or in an Owner's Marriage Status. You must be a business entity and not an individual. If you are a corporation, a limited liability company, or a partnership, you have provided to us a current list of all Owners and you agree that you will advise us of any and all changes in your ownership. All Owners, including any new Owners added during the Initial Term, and their spouses shall sign the personal guaranty, non-compete, non-solicit, and confidentiality agreements. If ~~you (if you are an individual) or one of your Owners (if you are a business entity) or guarantors~~ has a change in marital status during the Initial Term or Renewal Term, you ~~or your Owners (as applicable)~~ must promptly notify us of that change, and you agree that any new spouse will sign our form guaranty, non-compete, non-solicitation, and confidentiality agreements.

7.11 Forms. You ~~will~~may use only such forms, including, without limitation, those used in and generated by the ~~point-of-sale~~point-of-sale system, as are approved by us in the Brand Standards Manual or otherwise in writing. You ~~will~~must obtain all forms specified by us and/or the ~~point-of-sale~~point-of-sale system, at your expense, from suppliers

approved by us. We may maintain and make available to you all or a portion of such forms electronically in addition to, or in lieu of, providing hard copies to you.

7.12 Insurance. You ~~shall~~must obtain from a nationally recognized insurance company with an AM Best rating of at least “A” and at all times during the Initial Term and Renewal Term, as applicable, maintain in force and pay the premiums for all types of insurance that we may prescribe from time to time including any insurance limits that we may prescribe from time to time. The insurance that we currently require includes the following:

(a) Commercial General Liability (“CGL”) insurance written on an “occurrence basis” that includes Product Liability and “Completed Operations” coverage, with limits of liability for bodily injury, property damage, personal injury, products/completed operations, contractual liability, and advertising injury each in amounts not less than \$1,000,000 per occurrence/\$2,000,000 in the aggregate;

(b) Automobile Liability Insurance (for any owned vehicles);

(c) Non-Owned or Hired Automobile (“NOHA”) Insurance;

(d) Umbrella Liability Insurance with limits of not less than \$3,000,000 excess of the primary CGL policy limits;

(e) All Risk Property Insurance including coverage for Contents (“Business Personal Property”), Betterments & Improvements, Business Interruption and Extra Expense (with a deductible of not more than \$10,000); and if located in a Flood Zone, including National Flood Insurance Program (“NFIP”) coverage;

(f) Workers’ Compensation insurance coverage providing state statutory limits for each worker, and Employer’s Liability Limits of no less than \$500,000; and

(g) Crime Insurance.

All policies of insurance required to be maintained hereunder shall: (i) be written as primary policy coverage and not “excess over” or contributory with any other applicable insurance, including our insurance; (ii) shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer(s) liability; (iii) shall not contain any special limitations on the scope of coverage afforded to us; (iv) shall provide that any failure by you or any of your employees, agents, subcontractors or suppliers, to comply with any notice, reporting, or other similar provisions of such policies shall not affect the coverage provided to us. From time to time, at our discretion, we ~~can~~may increase or modify such limits of liability or require additional types of coverage (such as cyber liability). The insurance policies shall name us as an “additional insured,” ~~and~~ shall expressly protect both you and us on a primary and non-contributory basis, and shall require the insurer to defend both you and us in any action while reserving our right to involve counsel of our choosing in the protection of our own and ~~system-wide~~System-wide interests. Additionally, your insurance policies must waive on behalf of your insurer any right of subrogation by the

insurance company against us, our officers, shareholders, and employees. You understand that ~~doing so~~your compliance with your obligations under this Section 7(a) does not necessarily furnish you with protection levels adequate to your needs and that your obligation to indemnify us as set forth ~~above in this paragraph~~herein may exceed the amount of insurance you are required to obtain or do obtain. Your indemnification obligations are separate from and in addition to your obligations to obtain and maintain insurance. If you fail to procure or maintain in force any insurance required by this paragraph, or fail to furnish the certified copies or certificates thereof required hereunder, we may, in addition to any other remedy we may have, procure such insurance and/or certified copies or certificates, and you shall promptly reimburse us through electronic funds transfer for all premiums and other costs incurred in connection therewith~~through electronic funds transfer~~.

At least thirty (30) days prior to the time any insurance is first required to be carried by you, you ~~will~~shall deliver or caused to be delivered to us Certificates of Insurance evidencing the proper coverage with limits not less than those required by this Agreement and evidencing that we are named as an additional insured under such policy on a primary and non-contributory basis as required in this Agreement. At least thirty (30) days prior to the expiration of any such policy, you shall deliver to us Certificates of Insurance evidencing that you have procured proper renewal or replacement coverage with limits not less than those required by this Agreement and reflecting that we are named as an additional insured under the policy on a primary and non-contributory basis as required herein. All Certificates ~~will~~must expressly provide that at least thirty (30) days<sup>2</sup> prior written notice will be given to us in the event of any alteration to, or cancellation of, the coverage evidenced by the Certificates of Insurance.

You ~~are required to~~must either join the National Training Program group insurance policy we offer or obtain insurance from another provider providing identical or superior coverage. If you elect to participate in the group policy, we will bill you at the beginning of the year based upon your anticipated number of training program participants and we will then make an adjustment at the end of the year where necessary to reflect actual participation and invoice you for any deficit. Our ~~determination is~~determinations in this matter are final. By agreeing to participate, you authorize us to bill you for the premiums and make adjustments as described.

7.13 Customer and Other Data. You ~~shall~~must maintain a current list of the names, addresses, ~~e-mail~~email addresses, customer purchase history, customer preferences, and telephone numbers of the customers and past customers who have provided such information to the Franchised Business ("Customer List"). You ~~shall~~must provide the Customer List to us upon request. You ~~shall~~must also use the computer systems that we designate to create, store, maintain, and share the Customer List. The Customer List shall be our property and we ~~have the right to~~may use the Customer List for any ~~purposes~~purpose, in our sole discretion. You ~~shall~~must not collect, use, process, store, share, or sell any information from the Customer List to or with any person or entity other than us without our express written consent. You ~~shall~~may not delete any information that is in the Customer List without our prior written consent or unless doing

so is in accordance with the Data Protection and Security Policies. Likewise, other data collected by you or your computer systems in connection with the Franchised Business (the Customer List and the other data collectively referred to herein as "Franchised Business Data") is deemed to be owned by us, and you agree to furnish the Franchised Business Data to us at any time that we request it. ~~You shall also~~ Additionally, you must use the computer systems that we designate to create, store, maintain, and share the Franchised Business Data. We hereby grant you a limited license to use Franchised Business Data while this Agreement or a Renewal Agreement is in effect, but only in accordance with applicable law and the standards, specifications, procedures, and policies that we establish periodically and applicable law from time to time. Upon termination, non-renewal, transfer, or expiration of this Agreement for any reason, we shall be the exclusive owner of Franchised Business Data and you ~~shall~~ may not use or disclose the Franchised Business Data in any form or manner. You shall not be due any compensation based upon our use of the Franchised Business Data. You may not collect, sell, disclose, share, transfer, or use Franchised Business Data for any purpose other than operating the Franchised Business. The Customer List and Franchised Business Data are expressly subject to the provisions of Section 7.15 and may constitute Personal Information.

7.14 Computer Systems. You, at your expense, must purchase or lease and thereafter maintain such computer hardware and software, ~~including the point-of-sale~~ point-of-sale system we require, high-speed internet service, ~~an active e-mail~~ email account, ~~a required~~ dedicated telephone and telephone number, modem(s), printer(s), mobile applications, cloud-based systems, smartphones, tablets, communications systems, security systems, robotics, automation systems, technology, and other computer-related accessories or peripheral equipment as we specify (collectively, "computer systems"). Our requirements for the computer systems will be updated from time to time as we deem necessary in accordance with changing technology and industry standards and may include the requirement to purchase or lease new computer systems. You must periodically update, as required by us or suppliers, all computer systems solely at your expense. You may be required to license proprietary computer systems directly from us or our affiliates. You may be required to enter into license agreement(s) with us or other suppliers to provide all or part of the computer systems. We and our agents shall have the right to access all information related to the operation of the Franchised Business (other than your employee records, as you exclusively control your labor relations and employment practices) that is accessed or stored on the computer systems, whether in-person or from a remote location, without the need for your consent, at the times and in the manner prescribed by us, which may be unlimited, remote, 24/7 access. We shall be granted access and may use data (other than your employee records, as you exclusively control your labor relations and employment practices) from the computer systems or from any source you utilize which deviates from the computer systems in any way we deem fit and you agree to furnish such data to us upon request. We have the right to require you to connect to our computer systems. You shall provide us with all required passwords or login credentials to access the computer systems and shall grant us any permissions necessary for us to view and access the data (other than your employee records, as you exclusively control your labor relations and employment practices) on the computer systems. Data relating

to the Franchised Business and/or the System (other than your employee records, as you exclusively control your labor relations and employment practices) that is generated by, stored on, saved to, downloaded or uploaded to, shared with the computer systems is part of the data owned solely by us. Despite the fact that you agree to buy, use, and maintain the computer systems according with our standards and specifications, you will have sole and complete responsibility for: (1) the acquisition, operation, maintenance, and upgrading of the computer systems; (2) the manner in which the computer systems ~~interfaces~~interface with our and any third party's computer system; and (3) any and all consequences if the computer systems are not properly operated, maintained, and upgraded. You may not install any software other than authorized upgrades or make any modifications to the computer systems that might hamper or interfere with the operation of the computer systems in the manner we require. We shall have no responsibility under any circumstances for any malfunction or "crash" of any computer system provided by or approved by us, including, but not limited to, any data lost as a result of such malfunction or "crash."

#### 7.15 Data Protection; Privacy.

(a) As used in this Agreement, "Personal Information" shall mean (i) any information that can be used to identify, locate, or contact an individual or household, including but not limited to your employees and customers and (ii) information that is defined as protected, personal information under any Privacy Law.

(b) You shall comply with, or, as applicable, adopt policies consistent with the then-current version of our data protection and security policies as may be described in the Brand Standards Manual ("Data Protection and Security Policies"). Such policies may govern how Franchised Business Data and Personal Information contained in such data shall be collected, used, stored, processed, shared, or destroyed. We have the right, but not the obligation, to create such Data Protection and Security Policies. We may supplement, modify, or amend the Data Protection and Security Policies from time to time in our sole discretion, and you shall comply with such modifications or amendments within thirty (30) days of notice from us. We may require you to institute a data privacy policy for the Franchised Business. You shall not publish, disseminate, implement, revise, or rescind a data privacy policy without our prior written consent ~~as to said policy.~~

(c) You agree that you shall comply with (i) applicable prevailing industry standards concerning privacy, data protection, confidentiality and information security, including, without limitation, the then-current Payment Card Industry Data Security Standard of the PCI Security Standards Council ("PCI-DSS"), ~~;~~; (ii) ~~these~~ mandatory Data Protection and Security Policies, if any;; and (iii) all applicable international, federal, state, and local laws, rules, and regulations, as the same may be amended or supplemented from time to time, pertaining in any way to the privacy, confidentiality, security, management, disclosure, reporting, and any other obligations related to the possession or use of Personal Information (collectively, "Privacy Laws").

(d) You agree not to transmit or cause any other party to transmit advertisements or solicitations by ~~e-mail~~email, SMS text message, or other electronic media without first obtaining our written consent as to: (a) the content of such ~~e-mail~~email, electronic, or SMS text message advertisements or solicitations; and (b) your plan for transmitting such advertisements. In addition to any other provision of this Agreement, you shall be solely responsible for compliance with all laws pertaining to ~~e-mail~~emails, including, but not limited to, the U.S. Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (known as the "CAN-SPAM Act of 2003"), and to use of automatic dialing systems, SMS text messages, and artificial or prerecorded voice messages, including but not limited to the Telephone Consumer Protection Act of 1991 ("TCPA"), as amended from time to time. You must comply with the Fair and Accurate Credit Transactions Act (FACTA) and all other consumer protection laws and regulations.

(e) You shall establish, maintain, and comply with appropriate internal, physical, and technical security measures in order to protect the Franchised Business Data and Personal Information associated with the Franchised Business ~~and the Franchised Business Data~~ against unauthorized disclosure and access and accidental or unlawful destruction, loss, or alteration. You must cooperate with us in any audit that we may conduct from time to time regarding your data storage and management systems and your storage of Personal Information. In addition, if you become aware of any actual or suspected unauthorized access, processing, loss, use, disclosure, alteration, destruction, or other compromise or acquisition of or access to any (iA) (1) Personal Information; (ii), whether such information is in paper or electronic form; (2) any information or data that is subject to any of the Privacy Laws and/or PCI-DSS; or (iii)3) any information or data that might reasonably expose us to any harm or prejudice of any type; and/or (B) actual or suspected intrusion by an unauthorized third party into your or our computers, networks, servers, IT resources, or paper files (a "Security Breach"), you must immediately notify our Chief Operating Officer via telephone of such matter and shall thereafter cooperate with us to investigate and remedy such matter. Except to the extent required by applicable law, no public disclosure of any instance of such unauthorized access or breach shall be made by you unless we have authorized in writing the provision of notice~~disclosure~~ and the form of such ~~notice in writing~~disclosure. You ~~shall~~must reimburse us for all reasonable Notification and Remediation Related Costs (hereinafter defined) incurred by us arising out of or in connection with any such Security Breach that is directly or indirectly caused by you or your personnel. "Notification and Remediation Related Costs" ~~shall~~include our internal and external costs associated with addressing and responding to the Security Breach, including but not limited to: (i) preparation and mailing or other transmission of legally required notifications to affected individuals, regulators, and attorneys general; (ii) preparation and mailing or other transmission of such other communications to customers, agents, or others as we deem reasonably appropriate; (iii) establishment of a call center or other communications procedures in response to such Security Breach (e.g., customer service FAQs, talking points and training); (iv) engagement of information technology consultants, public relations, and other similar crisis management services; (v) payment of legal and accounting fees and expenses associated with our investigation of and response to the Security Breach; and (vi)

payment of costs for commercially reasonable credit reporting services that are associated with legally required notifications or are advisable under the circumstances. The Franchisee Indemnifying Parties agree to hold harmless, defend, and indemnify the Franchisor Indemnified Parties and employees from and against any and all losses, expenses, judgments, claims, attorney fees, and damages arising out of or in connection with any claim or cause of action in which ~~we shall be any~~ Franchisor Indemnified Party is a named defendant and which arises, directly or indirectly, out of the operation of the Franchised Business, or in connection with a Security Breach or your or your officers', directors', agents', or employees' violation of any Privacy Law or regulation, consumer protection-related law or regulation, ~~e-mail~~ email marketing and other marketing laws and regulations, ~~and~~ or the PCI-DSS.

(f) We, through our employees and/or any agents ~~designated~~ we may designate from time to time, may at any time during business hours, and without prior notice to you, enter upon and inspect the Premises and examine your computer systems, databases, business records, and other supporting records and documents (other than your employee records, as you exclusively control your labor relations and employment practices) in order to verify compliance with its Data Protection and Security Policies, and Privacy Laws. Any such inspection shall be made at our expense, provided that if such inspection is necessitated by your repeated or continuing failure to comply with the Data Protection and Security Policies, Privacy Laws, or this Agreement, we may charge you for the costs of making such inspection, including without limitation, travel expenses, room and board, and compensation of our employees and/or agents.

(g) You are responsible for obtaining any required consent to the collection, use, storage, processing, and sharing of Personal Information from ~~its~~ your customers, employees, and other parties from which ~~it is~~ you are required to obtain consent under the Privacy Laws or Data Protection and Security Policies. You ~~shall~~ must retain copies of ~~the consent~~ all such consents and store them and share them with us in the manner we require. ~~You shall~~ Notwithstanding the foregoing, under no circumstances will we control the forms or terms of the employment agreements you use with your employees or otherwise be responsible for your labor relations or employment practices. You must fully comply with Data Protection and Security Policies and Privacy Laws as they relate to a person's exercise of his or her rights under the Privacy Laws. If any person contacts you seeking to exercise any right under law pertaining to Personal Information, you shall comply with such request in accordance with the terms of this Agreement, including the Data Protection and Security Policies, the Brand Standards Manual, the Privacy Laws, and as otherwise instructed by us. If requested by us, you must cooperate or coordinate with us to provide information about the way that you have collected, used, stored, processed, and shared Personal Information.

(h) You warrant and represent and covenant that you ~~shall~~ will not collect, use, store, process, or share Personal Information unless such action is permitted by (i) the terms of this Agreement; (ii) the terms of the Data Protection and Security Policies; (iii) the standards in the Brand Standards Manual; (iv) Privacy Laws; and if, applicable, (v) our written approval. You ~~shall~~ may collect, use, store, process, and share Personal

Information only for purposes of operating the Franchised Business. You ~~shall~~must not sell any Personal Information. ~~You shall not~~ or re-identify any Personal Information that has been de-identified. If you engage any supplier that will collect, use, store, process, or share Personal Information, you must contractually bind the supplier to the data protection obligations that we require.

7.16 Gift Cards. You shall sell or otherwise issue gift cards or certificates (together "Gift Cards") that have been prepared utilizing the standard form of Gift Card provided or designated by us and only in the manner specified by us in the Brand Standards Manual or otherwise in writing. You shall fully honor all Gift Cards that are in the form provided or approved by us regardless of whether ~~we issued at the~~ Gift Card was issued by us via our website, by you, or by or another franchisee. You shall sell, issue, and redeem (without any offset against any Royalty Fees) Gift Cards in accordance with procedures and policies specified by us in the Brand Standards Manual or otherwise in writing, including those relating to procedures by which you shall request reimbursement for Gift Cards issued by other FLEET FEET franchisees and for making timely payment to us, other operators of FLEET FEET franchises, or a third-party service provider for Gift Cards issued by you that are honored by us or other FLEET FEET franchise operators.

7.17 Third-Party Promotional Discount Services. You agree not to use any group buying services, including, without limitation, Groupon or Living Social, without first obtaining our express written permission, which we may withhold in our sole discretion. Advertisements placed with a group buying service are subject to Section 8.2 herein. Gross Sales derived from group buying services will be calculated in accordance with our then-current policies. For example, we may count the total gross amount paid by the customer, whether or not such amount is ultimately paid to you or the group buying service, as the Gross Sales number.

7.18 Credit Card Processing. You agree to use ~~such~~only those credit card processing services approved by us, which may be us or an affiliate, and to purchase and maintain, at your expense, any equipment necessary to permit such credit card processing functionality, if required. Notwithstanding the credit card processing requirement, we do not represent, nor certify or warrant, to you or your customers that the credit card processing service approved or provided by us or an affiliate is compliant, whether or not certified as such, with the PCI Data Security Standards ("PCI Standards"). You are required to cause your Franchised Business at all times to be compliant with PCI Standards and the Franchisee Indemnifying Parties shall indemnify the Franchisor Indemnified Parties from: (i) any breach or other failure by you to perform your obligations hereunder; (ii) ~~any~~ Security Breach of your systems; (iii) ~~any~~ Security Breach of our systems that is directly or indirectly caused by your systems or any act or omission of you or anyone acting on your behalf or through you; (iv) your breach of any Privacy Laws or PCI Standards; or (v) any other action or inaction by you or any other person resulting from or in connection with the operation of your ~~business~~Franchised Business, including, without limitation, your failure to fulfill your obligations to any

person or entity that provides financing to you; provided, however, that you shall not be liable for damages resulting from our gross negligence or willful misconduct.

7.19 E-Commerce. You agree to comply with the policies set forth in the Brand Standards Manual related to the e-commerce program. You have no right to sell FLEET FEET products online, or to obtain any compensation arising out of our or our affiliates' sale of FLEET FEET products online, except in accordance with such written policies or agreements we may sign with you, as amended and modified from time to time. If you violate any ~~terms~~provision of this Agreement, we have the right to cease all payments to you related to any e-commerce program then in place without providing you with prior written notice. We may condition your participation in the e-commerce program on the payment of the then-current e-commerce fee set forth in the Brand Standards Manual.

7.20 Brand Advisory Council. We may, but are not obligated to, form a brand advisory council we select in our sole discretion, which shall provide us input as we may request from time to time ("BAC"). The BAC exists at our pleasure, and we are not obligated or bound by any input provided by the BAC. The BAC will consist of franchisees in full compliance with their franchise agreements and/or our representatives. ~~We have the right to may~~ add or remove members of the BAC at any time and for any reason in our sole discretion.

7.21 Indemnification.

(a) You, the Owners, and guarantors ("Franchisee Indemnifying Parties") agree to fully protect, indemnify, defend, reimburse, and hold us; our predecessors and affiliates; and our and their respective shareholders, members, partners, officers, directors, managers, employees, agents, representatives, attorneys, accountants, guarantors, successors, and assigns, in both their corporate and individual capacities (collectively, "Franchisor Indemnified Parties") harmless from and against all liabilities, losses, obligations, claims, demands, damages (consequential or otherwise), penalties, fines, costs, and expenses (including attorneys' fees) of any nature whatsoever (collectively, "Losses") incurred in connection with or as a result of any action, suit, proceeding, claim, demand, judgment, ~~assessment~~, investigation, ~~inquiry~~, ~~assessment~~, or formal or informal inquiry (regardless if reduced to judgment), or any settlement of the foregoing, of whatsoever nature (collectively, "Action"), arising from any of the following: (1) Franchisee Indemnifying Parties' actual or alleged violation of any law, rule, regulation, or ordinance; (2) damage to property; (3) injury to or death or disability of any person; (4) negligence, recklessness, misconduct, or criminal conduct by the Franchisee Indemnifying Parties' or any of your employees or agents; (5) data breaches; (6) Franchisee Indemnifying Parties' breach of this Agreement or any representations and warranties they make herein; (7) infringement of any intellectual property rights; (8) product recalls; (9) any failure to warn or give instructions related to any products or services provided by Franchisor Indemnified Parties or by you; (10) any labor or employment law disputes relating to the ~~Premise~~Premises or the Franchised Business or claims arising out of your employment practices, including claims that any of the Franchisor Indemnified parties are the employer, joint employer, or co-employer of you or your agents, employees, or contractors; (11) any ~~third party~~third-party claim

that arises from or is connected with your employment practices or personnel decisions, or that explicitly or implicitly is premised on our direct ~~and~~ vicarious liability ~~or arises from~~ for your employment ~~and~~ practices or personnel decisions, including wrongful termination, wage and hour violations, and employee harassment and discrimination; (12) any acts, errors, or omissions of the Franchised Business, the Franchisee Indemnifying Parties, and their employees, contractors, and agents; (13) on or off Premises events; (14) ~~losses, claims or damages~~ Losses incurred by persons, other than you, due to errors or omissions contained in financial statements prepared by you pursuant to this Agreement, even if caused by your negligence or the negligence of you, your employees, agents, contractors, or others for whom you are, in law, responsible; or (15) any ~~third-party~~ third-party claim that arises from or is connected with the ownership, establishment, use, non-use, possession, condition, operation, closure, or maintenance of the Premises ~~and~~ the Franchised Business; and (16) any third-party claim that arises from or is connected with any Online Presence or other online or digital content that is owned, operated, created, maintained, occupied, or controlled by or on behalf of any Franchisee Indemnifying Party in connection with the Franchised Business or the FLEET FEET brand, including any defamatory, disparaging, or false statements or content published, posted, or otherwise disseminated through such channels. The Franchisee Indemnifying Parties agree that this obligation to indemnify is regardless of the cause or concurrent or contributing fault or negligence of the Franchisor Indemnified Parties. The Franchisee Indemnifying Parties hereby waive all claims against any Franchisor Indemnified Parties arising from any of the foregoing. The Franchisor Indemnified Parties shall not be liable for any act or omission of any Franchisee Indemnifying Parties or their employees, contractors, or agents connected to or arising from the ownership, establishment, use, non-use, possession, condition, operation, or maintenance of the Premises ~~and~~ the Franchised Business.

(b) You ~~will~~ must also notify us by telephone of any Action within forty-eight (48) hours after such Action is initiated and in writing within four (4) days after such Action is initiated. The Franchisor Indemnified Parties shall have the right, in their sole discretion, and at your expense and risk, to: (1) retain counsel of their choosing to represent them with respect to any claim Action; and (2) control the response thereto and the defense thereof, including the right to enter into settlements or take any other mitigating, remedial, corrective, or other actions they deem appropriate. The Franchisee Indemnifying Parties must immediately upon request by any Franchisor Indemnified Party reimburse the Franchisor Indemnified Parties for all of Franchisor Indemnified Parties' the costs, expenses, and all attorneys' fees immediately upon incurred by the Franchisor Indemnified Parties' request, in connection with the foregoing. The Franchisee Indemnifying Parties shall not, without the prior written consent of the Franchisor Indemnified Party, (A) settle or compromise any claim or consent to the entry of any judgment with respect to any claim which does not include a written release from liability of such claim for the Franchisor Indemnified Parties; or (B) settle or compromise any claim in any manner that may adversely affect the Franchisor Indemnified Parties. The Franchisee Indemnifying Parties agree to give their full cooperation to the Franchisor Indemnified Parties in assisting with the defense of any such claim. Action. The Franchisor Indemnified Parties' undertaking of defense and/or

settlement ~~will~~shall in no way diminish the Franchisee Indemnifying Parties' obligations to indemnify the Franchisor Indemnified Parties and to hold the Franchisor Indemnified Parties harmless. Under no circumstance ~~will~~shall the Franchisor Indemnified Parties be required to seek recovery from any insurer or other third party or otherwise mitigate Franchisor Indemnified Parties' or the third parties' losses to maintain a claim for indemnification against the Franchisee Indemnifying Parties. The Franchisee Indemnifying Parties agree that any failure to pursue recovery from third parties or mitigate loss ~~will~~shall in no way reduce the amounts recoverable by the Franchisor Indemnified Parties from ~~you~~the Franchisee Indemnifying Parties.

(c) Any and all of the Franchisee Indemnifying Parties' indemnification obligations under this Agreement shall survive the expiration, non-renewal, or ~~sooner~~ termination of this Agreement.

7.22 System Modifications and Expense; Variations in Standards. We may change or modify the System, from time to time, including the Brand Standards Manual, and you will be required to make such expenditures as such changes or modifications in the System may require. You understand and agree that we may from time to time and in our sole discretion modify the System and any of its components ~~from time to time in our sole discretion~~. You shall. Such modifications may include, but shall not be limited to, (a) altering the products, programs, services, methods, standards, forms, policies, and procedures of the System; (b) altogether abandoning the FLEET FEET System in favor of another system in connection with a merger, acquisition, other business combination, or for other reasons; (c) adding to, deleting from, or modifying those products, programs, and services which your Franchised Business is authorized or required to offer; and/or (d) changing, improving, modifying, or substituting the copyrights, trade secrets, know-how, Marks, and computer systems. You expressly agree to comply, at your own cost and expense, with any such modifications, changes, additions, deletions, substitutions, or alterations. You also agree that you will, at your own cost and expense, promptly adopt and use only those parts of the System specified by us and shall promptly discontinue the use of those parts of the System which we direct are to be discontinued. You shall acknowledge and agree that you may be required to pay additional or increased fees to us, our affiliates, or third-party vendors as a result of modifications to the System, even if any additional capital investment in the Franchised Business at the time (made in compliance with our requirements) cannot be amortized over the remaining portion of the Initial Term. Except as expressly provided in this Agreement, we shall not be liable to you for any expenses, losses, or damages sustained by you as a result of any of the modifications to the System contemplated hereby. You hereby covenant not to commence or join in any litigation, arbitration, or other proceeding against us or any third party complaining of any such modifications or seeking expenses, losses, or damages caused thereby. Finally, you expressly waive any claims, demands, or damages arising from or related to the foregoing activities including, without limitation, any claim of breach of contract, breach of fiduciary duty, fraud, and/or breach of the implied covenant of good faith and fair dealing. You may not change, modify or alter the System in any way, except as we direct. Because complete and detailed uniformity under varying conditions may not be possible or practical, we specifically reserve the right, in our sole discretion and as we

may deem in the best interests of you or the needs of the ~~system of~~ System of FLEET FEET franchisees generally, to vary standards within the Franchised Business or any other FLEET FEET business based upon peculiarities of a particular location or circumstances, including, but not limited to, density of population and other demographic factors, size of a franchisee's territory, business practices or customs, or any other condition which we deem to be of importance to the operation of such business. You acknowledge that because of these factors and others, there may be variations from standard specifications and practices throughout the network of FLEET FEET businesses and that you ~~shall~~ will not be entitled to require us to grant like or similar variations or privileges to you. You understand and agree that we have no obligation to waive, make any exceptions to, or permit you to deviate from, the standards of the System.

## **ARTICLE 8. Marketing**

### **8.1 Marketing Fund.**

(a) Within our sole discretion, we (or an entity designated by us, in which event such entity shall have all the rights and obligations of ours, as provided in this Article) may from time to time establish and operate a fund (~~"Marketing Fund"~~) for the benefit of the FLEET FEET brand ("Marketing Fund"). The Marketing Fund shall consist of monies paid to us by you and other FLEET FEET retail outlets. ~~The monies paid to~~ We have full discretion to determine in our fully unrestricted judgement the manner in which the Marketing Fund shall be used by us, within contributions will be spent to promote, enhance, or further the growth of the FLEET FEET brand, System, and retail outlets. While we are not obligated to spend the Marketing Fund on any particular services, and reserve discretion to spend the Marketing Fund in any way we, in our sole discretion, ~~for, among other things, research;~~ determine to be beneficial to the System, some of the ways in which we may expend the Marketing Fund monies include, but are not limited to (1) research; (2) promotional marketing, public relations, and advertising expenses to promote the brand; (3) hiring marketing, public relations and advertising agencies, and technology companies, or paying the salaries in-house personnel to assist in developing the FLEET FEET brand name; (4) developing, evaluating, or using technologies that we believe may benefit the brand, the customers, the franchisees, or the brand's reputation; developing new or different, including, without limitation, developing, implementing, operating, and maintaining an intranet or extranet; (5) developing and facilitating technologies for franchisees to use in the operation of the FLEET FEET businesses; (6) developing new supplier relationships, equipment, and/or franchisee revenue sources; (7) expenses associated with listings on websites, contest registrations, digital marketing content, influencer marketing, radio, billboards, TV, print, direct mail, or internet advertising, and events and promotions designed to garner media attention and promote the brand name; (8) expenses associated with conducting market research; (9) travel expenses in connection with promotions and marketing meetings, training, and development of trademarks and trademarked materials; (10) production of marketing, public relations, or digital or social media content, including, but not limited to, advertisements, coupons, and other promotional materials; (11) expenses incurred in developing and maintaining the non-franchise sales portion of any

Online Presence; ~~and~~ (12) expenses incurred in using search engine optimization, pay-per-click, or other digital marketing software, services, or companies to help promote the brand; (13) the purchase of customer lists, leads, and other assets of existing, competitive businesses, including the payment of all costs and fees (including attorneys' fees) incurred in connection with any such purchase; (14) the cost of developing and/or maintaining promotional programs; and (15) maintaining the quality of customer service and brand confidence. The amount, type, timing, content, location, cost, and all other matters relating to programs sponsored by the Marketing Fund or to which the Marketing Fund contributes, shall be within our sole discretion. Your current annual Marketing Fund contribution ~~shall equal~~ equals one-quarter of one percent (0.25%) of your Gross Sales. Your maximum Marketing Fund contribution shall be two percent (2%) of your Gross Sales. We have the right to modify the contribution amount from time to time, subject to the maximum. The Marketing Fund contribution shall be paid in the same manner and at the same time as your Royalties.

(b) The Marketing Fund is administered by our personnel under our direction. We and our personnel have full discretion and control over the creative concepts, advertising and marketing materials, and the media used in the Marketing Fund, as well as the placement, allocation, and composition of all geographic and market areas in which advertising, marketing, or promotional activities are implemented. Contributions to the Marketing Fund are intended to increase recognition of the Marks and to further the public image and acceptance of the System. We do not undertake any obligation to ensure that expenditures from the Marketing Fund in or affecting any geographic area are proportionate or equivalent to contributions to the Marketing Fund by FLEET FEET stores operating in such geographic area. Neither you nor your Franchised Business will benefit directly or in proportion to your contribution to the Marketing Fund. We, in any calendar year, may expend from the Marketing Fund amounts which are greater or lesser than either amounts received by the Marketing Fund in such year or amounts contained in the Marketing Fund during that year (regardless of when they were collected). If a lesser amount is expended, the balance shall be carried over to the next year; if a greater amount is expended, the excess amount shall be repaid to us (or to whomever provided such monies, if other than us) from fees received by the Marketing Fund in subsequent year(s). In the event you are delinquent in paying the required amount to the Marketing Fund, we shall have the right (but not the obligation) to undertake collection action against you and to charge the reasonable costs of collection (including, but not limited to, collection agency fees, attorneys' fees, and costs) to the Marketing Fund. We, within our sole discretion, shall have the right to settle, reduce, compromise, or waive payments required to be made by ~~a~~ any franchisee to the Marketing Fund, and we shall have no liability to you for so doing.

(c) Marketing Fund contributions shall be accounted for separately but may be deposited and commingled with any other funds of ours. At our option, we may create a separate entity to be the recipient of your Marketing Fund contributions, and you agree, upon our request, to tender Marketing Fund contributions to such entity. The Marketing Fund is not audited. Upon written request, we shall ~~will~~ make available an

unaudited accounting of the Marketing Fund, which accounting ~~shall~~will be internally prepared.

(d) We, within our sole discretion and upon thirty (30) days written notice to you, may suspend or discontinue (and, thereafter, within our sole discretion, reinstate) the Marketing Fund, provided that, upon a suspension or discontinuance, the Marketing Fund shall continue to be operated until all monies in the Marketing Fund are expended in accordance with the provisions of this Agreement.

(e) Neither we nor any of our affiliates nor our or their respective officers, shareholders, directors, agents, or employees shall be liable to you with respect to the maintenance, direction, or administration of the Marketing Fund, including, without limitation, with respect to contributions, expenditures, investments, or borrowing, except for acts constituting willful misconduct. The Marketing Fund is not a trust fund. We shall have no fiduciary duty to you in connection with the collection or use of the Marketing Fund. YOU AGREE THAT NEITHER WE NOR OUR AFFILIATES WILL HAVE ANY LIABILITY TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE MARKETING FUND OR ANY MARKETING PROGRAMS OR OUR MODIFICATION OR DISCONTINUANCE FOR ANY REASON OF THE MARKETING FUND OR ANY MARKETING PROGRAMS, OR YOUR PARTICIPATION THEREIN.

8.2 Advertising by You. You must not use any advertising or promotional material which has not been first submitted to and approved by us. We have the right and sole discretion to approve or withhold approval of any advertising or promotional material. You agree to follow our instructions in connection with any advertising or promotional materials we provide to you for use in or about the Franchised Business. You agree to display ~~franchise sales information, brochures and signs we will provide~~ within your Franchised Business in a reasonable location specified by us and at all times the franchise sales information, brochures, and signs we will provide. You shall provide us, at no cost to us, with copies of marketing ideas, advertising ideas, and other such material ~~at no cost to us~~you, or advertising agencies engaged by you, may develop. We may distribute this information to other franchisees, and we will own the intellectual property for such items. You must take all action (and/or must cause any advertising agency you engage to take all action) necessary to confirm our ownership of all such intellectual property. For example, you agree to ensure that your contracts with advertising and other agencies state that we will, without any separate payment required, own all materials related to the FLEET FEET System prepared by such agencies and that such materials shall be deemed works made-for-hire for us. Additionally, you are not entitled to any compensation for such materials. You have no right to sublicense the Marks in any of your advertising. We will not require you to participate in any local or regional advertising cooperatives. You may not enter an advertising cooperative without our prior written permission. You may develop marketing collateral for your own use at your own cost. Any marketing collateral or other materials using the Marks must be approved by us in advance; provided, however, that if we have policies allowing you to use collateral or materials without our advance approval, they must comply with our standards and brand guidelines and must be

immediately discontinued and destroyed if we give you notice that such collateral or materials are not approved. We expressly disclaim any warranty regarding the success of any advertising and/or promotional plans or materials recommended by us for use by you.

8.3 Promotional and Charitable Initiatives. We have the right to require you to participate in national, regional, and local giveaways, promotions, ~~and events, and training programs~~, and to participate as a sponsor, participant, or organizer of events, ~~programs, training programs, or charitable causes.~~ You may be required to provide free or discounted products or services as a result of such giveaways or promotions. We are not required to reimburse you for your costs and expenses incurred as a result of these giveaways and promotions. We may also require you to partner with brands, businesses, or non-profit organizations in your local market. We may also require you to participate in certain charitable promotions, initiatives, co-branding opportunities, events, sponsorships, and contests intended to increase awareness of the FLEET FEET brand and your Franchised Business in your local market. ~~There; and there is no restriction on our ability to require you to participate the same.~~ Any contributions or donations of items, services, or money to any individual or entity, or ~~providing provision of~~ any type of other benefit to any charitable, religious, political, social, civic, or other type of organization (or to any individual on behalf of any organization) in the name of your Franchised Business or otherwise associating with any trademark other than those we or our affiliates own, must be done in compliance with the policies set forth in the Brand Standards Manual and must not disparage the FLEET FEET brand. If we require ~~or approve~~ you to participate or approve your participation in a charitable event, you will not be obligated to pay Royalties on the amount you give to the designated charity. You will be obligated to offer and sell those new products adopted by us that we require you to participate in. We reserve the right to designate which franchisees may, or will be required to, participate in new product or service tests, new or modified product or service offerings, and any other programs and/or initiatives that we may, from time to time, develop. If we designate you for participation in any such test program, you must participate when and as required by us. There are no limits on rights to require you to offer and sell those new products.

8.4 NIL Advertising. We reserve the right, in our sole discretion, to develop and institute a formal policy regarding the use of the name, image, and/or likeness of student athletes ("NIL") within the System ("NIL Policy"). You are expressly prohibited from engaging student athletes, entering into NIL agreements, or otherwise utilizing NIL in the operation, management, marketing, or advertising of the Franchised Business ("NIL Activities") without our prior express written approval. In the event that we approve any NIL Activity, such NIL Activity must strictly adhere to our NIL Policy, if any, and the Brand Standards Manual and comply with any and all applicable National Collegiate Athletic Association ("NCAA"), state, and federal regulations and laws.

## **ARTICLE 9. Royalties, Other Fees, Reports, and Records**

9.1 Royalty on Gross Sales; Method of Fee Payment. You agree to pay royalties to us during the Initial Term equal to the percentage of Gross Sales set forth in the

Summary Pages for the Franchised Business during the prior calendar month ("Royalties"). The Royalties shall be due and payable in monthly installments not later than the third business day following the end of each calendar month or such other earlier date as we may specify with thirty (30) days advanced written notice to you. Royalties and any other fees due under this Agreement shall be remitted by electronic funds transfer ("EFT"), or any other manner we specify from time to time.

Unless we specify a different manner of paying Royalties, on each due date, we will transfer from your bank operating account ("Account") the Royalties based on the amount reported to us in your sales report or determined by us by the records obtained by us, as well as any other amounts due to us or our affiliates under this Agreement or any other agreement between us, our affiliates, and you. If a transfer from your Account is refused, ~~we shall be reimbursed~~ you must reimburse us for any related bank charges and may, at our option, assess an administrative fee of Fifty Dollars (\$50). If you have not reported Gross Sales to us for any month, we will transfer from the Account an amount we calculate in accordance with our estimate of the Gross Sales during the fiscal period. If, at any time, we determine that you have underreported your Gross Sales, or underpaid the royalty fee or other amounts due to us under this Agreement, or any other agreement, we ~~shall~~ may initiate an immediate transfer from the Account in the appropriate amount in accordance with the foregoing procedure, including interest as provided in this Agreement. Any overpayment will be credited to the Account effective as of the first reporting date after we and you determine that such credit is due. ~~Alternatively, we shall have~~ We reserve the right in lieu of the royalty report submission procedure outlined above to obtain the Gross Sales data derived directly from electronic communication with your ~~point of sale~~ point-of-sale system.

In connection with payment of the Royalties or other fees by EFT, you ~~shall~~ must: (1) comply with procedures specified by us in the Brand Standards Manual; (2) perform those acts and sign and deliver those documents as may be necessary to accomplish payment by EFT as described in this Section; (3) give us an authorization in the form designated by us to initiate debit entries and/or credit correction entries to the Account for payments of the ~~royalty fee~~ Royalties and other amounts payable under this Agreement, including any interest charges; and (4) make sufficient funds available in the Account for withdrawal by EFT no later than the due date for payment thereof.

Failure by you to have sufficient funds in the Account shall constitute a default of this Agreement and may subject this Agreement to termination for cause as hereinafter set forth in addition to the Fifty Dollar (\$50) penalty fee described above. You may not set off, deduct or otherwise withhold any Royalties, Marketing Fund contributions, interest charges, or any other monies payable by you under this Agreement on grounds of any alleged non-performance by us of any of our obligations or for any other reason.

Royalties received by us pursuant to this paragraph shall not be deemed trust funds, nor shall we be required to segregate such funds in any way. Royalties shall be deemed general funds of ours for all purposes and ~~shall be~~ are non-refundable to you.

9.2 Gross Sales Defined. The term “Gross Sales” is defined as the total gross revenue from the operation of the Franchised Business, whether evidenced by cash, credit, check, gift certificate, gift card, script, or other property or services, and irrespective of the collection thereof, including sales of both merchandise (including, but not limited to, special items such as trophies, ~~screen-printed~~screen-printed products and awards, and T-shirts), and services, of any kind, ~~including, but not limited to, training fees and race fees,~~ but exclusive of sales taxes and returns or refunds. Unless otherwise approved in writing by us, Gross Sales includes all revenue including race and training class revenue. All sales conducted at events where you engage in selling shall be considered part of the Franchised Business, regardless of whether such activities take place outside the Accepted Location. Examples of these events include expositions, fairs, races, auctions, or liquidation sales. Gross Sales ~~shall~~does not include inventory sales to other franchisees and company-owned stores. We reserve the right to limit any discounts, offsets, credits, or deductions of any nature from Gross Sales for the purposes of computation of Royalties and any and all other fees that are collectible under this Agreement. In all cases, in the event a dispute arises as to the Royalties owed, the amount of Gross Sales generated by the Franchised Business shall be determined by us following a good faith determination applying the definition of Gross Sales contained in this Section 9.2, which determination shall be conclusive and binding. Royalties are assessed and due on all ancillary activities.

9.3 Gross Sales Report. You ~~shall~~must submit a monthly Gross Sales report and/or the “Royalty Report” to us together with payment of the Royalties required pursuant to Section 9.1, ~~above.~~ The Gross Sales report and/or the “Royalty Report” ~~shall~~must be based upon the format prescribed in our Brand Standards Manual, as amended from time to time, and ~~shall constitute~~must present a true, correct, and complete statement of Gross Sales made by the Franchised Business for the preceding month.

9.4 Maintenance and Audit of Records. You ~~shall~~must maintain during the Initial Term, and ~~shall~~ preserve for at least five (5) years from the dates of their preparation, and ~~shall~~ make available to us at our request and at your expense, full, complete and accurate books, records, and accounts in accordance with generally accepted accounting principles. You ~~shall~~must maintain such records at the Premises, unless otherwise authorized by us. You agree to use the chart of accounts, format for financial statements, and accounting procedures established from time to time by us. We ~~have the right to~~ may require you to grant us unlimited, remote, 24/7 access to your books, records (other than your employee records, as you exclusively control your labor relations and employment practices), and accounts that are provided through computer systems. You ~~shall~~must maintain your books and records in such a manner as to clearly and accurately reflect all Gross Sales. In addition to the reports required of you pursuant to Section 9.3 above, you ~~shall~~must submit to us, (i) within ninety (90) days after the end of each quarter, complete quarterly financial statements, and, (ii) within sixty (60) days after the end of each fiscal year, complete annual financial statements, each in a form we prescribe. Additionally, in those states that require payment of sales tax, you ~~shall~~must deliver to us a copy of the state sales tax forms as soon as possible after completion of same. ~~In addition, you shall~~You must also promptly submit to us such other reports and financial information as we may from time

to time require, including by way of example and not limitation, sales and cost data and analysis, and copies of bank statements indicating all deposits made in connection with the Franchised Business and other financial data including the Federal Tax returns of a corporate franchisee or, in the case of a non-corporate franchisee, the pertinent Schedule C's of the Owners. You ~~shall~~must cooperate fully with the party or parties performing an examination or audit on our behalf pursuant to this paragraph. You ~~shall~~must promptly pay to us, or we ~~shall~~will credit to your account, as the case may be, any underpayment or overpayment disclosed by such examination or audit. If any examination or audit is conducted due to your failure to submit statements of Gross Sales or to maintain books and records as required by this Agreement or the Brand Standards Manual, as amended from time to time, or if Gross Sales reported by you for any period of twelve (12) consecutive months are found to have been understated by more than two percent (2%) of your actual Gross Sales for such period, you ~~shall~~must immediately pay to us the cost of such examination or audit (including reasonable compensation for any time necessarily expended by our own employees and reimbursement for expenses necessarily incurred by them) as well as such additional royalties as are due. Such payment shall be without prejudice to any right of ours to terminate this Agreement on account of such default by you, in accordance with the terms of Section 11.1, below. If we request, then within one hundred twenty (120) days after opening the Franchised Business, you ~~shall~~must submit to us a report detailing your investment costs to develop and open the Franchised Business, with costs allocated to the categories described in Item 7 of our Franchise Disclosure Document and with such other information as we may request.

9.5 Late Penalty Plus Interest. A fifty dollar (\$50) late penalty ~~will~~shall apply to each Royalty or other required fee received after the due date, and interest on the amount overdue ~~will~~shall be computed daily at the lesser of eighteen percent (18%) per annum or the maximum lawful rate. There is no grace period. This late fee is not a penalty but compensates us for increased administrative and management costs due to your late payment. We may withdraw late fees from your Account using EFT.

9.6 Business Conference Registration Fee. You must pay the then-current registration fee to attend any franchisee meetings or conferences in addition to the food, travel, and lodging expenses incurred by you or any of your employees or partners attending the meetings or conferences.

9.7 Technology Fee. On the date we designate each month you must pay us or our approved supplier our then-current Technology Fee. We have the right to use the Technology Fee to implement, improve, or provide you access ~~with~~to any technology we deem, in our sole discretion, to be in the interest of the System. We ~~have the right to~~may increase the Technology Fee with thirty (30) days' written notice to you based on supplier pricing increases, modification to or upgrades of the technology used in the System, and introduction of new technology. The maximum Technology Fee we may charge during the Initial Term is \$1,000 per month.

9.8 Technology Changes. Changes to technology are dynamic and not predictable. In order to provide for inevitable but unpredictable changes to technological needs and

opportunities, you agree that we ~~shall have~~reserve the right to establish, in writing, reasonable new standards for the implementation of technology in the System; and you agree that you will abide by those reasonable new standards established by us, at your sole cost and expense. You may be required to pay additional or increased fees to us, our affiliates, or third-party suppliers, as a result of these changes to technology.

9.9 Application of Funds. If you are delinquent in the payment of any obligation to us, our affiliates or designees, then we (or such affiliates or designees) will have the right to apply any payment from you to any obligation due, including the oldest obligation due, whether under this Agreement or otherwise, notwithstanding any contrary designation by you as to such application.

9.10 No Offset or Retention of Funds. You may not offset or withhold payments owed to us (and/or any of our affiliates) for amounts purportedly due you (or any affiliate of yours) as a result of any dispute of any nature or otherwise, but ~~will~~shall pay such amounts to us (or our affiliates) and only thereafter seek reimbursement.

9.11 Inflation Adjustments. We and our affiliates reserve the right to increase the amount of any fee stated as a fixed number, provided for in this Agreement or related agreements ("Inflation Adjustment"). An Inflation Adjustment shall be in relation to the changes in the Consumer Price Index (U.S. Average, all items) maintained by the U.S. Department of Labor, the cost-of-living-adjustment ("COLA") using the COLA factors determined by the United States Department of Labor, or such other measure determined reliable by us. We will notify you of the amount or percentage adjustment within thirty (30) days prior to their effective date.

9.12 Customer Complaints and Payments. Resolution of customer concerns may involve discounting products or services and other such measures that affect your Gross Sales. We reserve the right to charge you for our costs to respond and/or resolve a complaint by your customers that you do not resolve to our satisfaction. You must comply with our policies for customer refunds. You agree to accept the types and forms of customer payment as we may require from time to time and shall not accept a type or form of payment that we have not authorized.

9.13 Fines. For each instance where you fail to obtain prior written approval for advertisements;; fail to attend a required training or franchisor sponsored ~~conventions~~; ~~offers~~convention; offer unauthorized ~~products~~; ~~fails~~product(s); fail to participate in a required event, contest, giveaway, promotion, or training program; fail to timely submit a report, ~~fails~~; fail to timely make a payment due to us or our affiliates;; or otherwise ~~fails~~fail to comply with the FLEET FEET System and/or Brand Standards Manual, we shall, at our option, have the right to levy a fine in an amount up to One Thousand Dollars (\$1,000) per occurrence, in addition to our inspection and re-inspection costs. Additionally, in the event that you fail an inspection or ~~is~~are in default and we inspect and/or re-inspect the Franchised Business, then you ~~shall~~must reimburse us for our inspection costs on request. The imposition of a fine pursuant to this section shall not

act as a waiver of any of our other remedies under this Agreement. Furthermore, we have the right to collect any such fines by means of EFT.

## **ARTICLE 10. Transfer or Assignment**

10.1 Definition. As used in this Agreement, “Transfer” means any voluntary, involuntary (including by operation of law), direct or indirect assignment, sale, gift, or other transfer by you, including:

(a) “Full Transfer,” which is any act or circumstance, except those set forth in Section 10.1(b), by which fifty percent (50%) or more of the ownership or control is shifted from any individual or corporation, partnership, or other business entity (individually and collectively, “Entity”) to another or in which substantially all of the assets of the Franchised Business are sold, including:

(i) Transfer of this Agreement or the Franchised Business, or any right or interest granted by this Agreement;

(ii) Transfer of an interest in you, ~~if you are an Entity~~;

(iii) Merger, consolidation, or issuance of additional ownership interests or redemption of ownership interests in you, ~~if you are an Entity~~; or

(iv) Transfer of an interest in any other Entity holding an interest in this Agreement or you, ~~if you are an Entity~~.

(b) “Affiliate Transfer,” which includes:

(i) Transfer in a separation or divorce, regardless of how much of the ownership or control is shifted from any individual or Entity to another;

(ii) Transfer of this Agreement or the Franchised Business, or any right or interest granted by this Agreement from your name as an individual(s) to your Entity name in which you are the sole owner(s) of the Entity;

(iii) Transfer of this Agreement or the Franchised Business, or any right or interest granted by this Agreement, from your Entity name in which you are the sole owner(s) to your name as an individual(s);

(iv) Transfer of this Agreement or the Franchised Business, or any right or interest granted by this Agreement from one Entity name to another Entity name in which the owners of the entities are the same;

(v) Removing one of your Owners (unless the person has a fifty percent (50%) or more ownership interest);

(vi) Adding an owner to you (unless the person has a fifty percent (50%) or more ownership interest); or

(vii) Transfer by which less than fifty percent (50%) of the ownership or control is shifted from any individual or entity to another for any act or circumstance listed in Section 10.1(a).

10.2 Our Prior Consent. We are entering into this Agreement based upon our knowledge of and faith in your ability. Therefore, the Franchised Business and all the rights granted by this Agreement are personal to you and you may not effectuate any Transfer without our prior written consent. Any Transfer, purported Transfer, or attempted Transfer without our prior written consent will be null and void, and will give us the right to shall constitute a material breach of this Agreement and shall be null and void, meaning you and the Owners will continue to be obligated to us for all of your obligations under this Agreement; provided that we may terminate this Agreement and your rights under it without opportunity to cure, in addition to any remedies which we may have for the breach of this covenant ~~by reason of an~~, in the event of any Transfer, purported Transfer, or attempted Transfer without our prior written consent. We shall not unreasonably withhold or delay our consent to a Transfer, so long as it is shown to our satisfaction that the potential transferee ("Potential Transferee") has fulfilled all of the requirements of Section 10.4.

10.3 Advance Notice of Proposed Terms and Right of First Refusal. If you, or any of your Owners, have received and desire to accept a signed bona fide written offer from a third-party to Transfer, you shall notify us in writing and provide us with a complete copy of the offer (letter of intent) which must include the name, address, and telephone number for every Potential Transferee. You must also include information as to the identity of all who will own an interest in this Agreement or in the Franchised Business after the completion of the proposed Transfer, their respective interests, and the proposed terms and conditions of sale and payment. We shall have the right and option, exercisable within sixty (60) days after the date we receive a copy of the offer, to purchase the interest and/or assets proposed to be transferred, at the price and upon the same terms and conditions specified in the notice. During this sixty (60) day review period, we shall have the right to inspect all of your books and records relating to the Franchised Business, specifically including all financial records and statements for the three (3) full fiscal years preceding the date on which the sixty (60) day right of first refusal commences. If we do not exercise our option, and the terms of the unaccepted offer are altered, you must, in each such instance, notify us of the changed offer; ~~and~~ we ~~will~~shall again have sixty (60) days to exercise our right to purchase on the altered terms. If we do not exercise our option, then the Transfer may take place on the terms and price set forth in the notice; provided: (i) we give our written consent; (ii) the Transfer takes place no later than six (6) months from receipt of our written refusal to exercise our option to purchase; and (iii) all the conditions set forth in Section 10.4 are satisfied. We have the unrestricted right to assign this option to purchase and right of first refusal. For the avoidance of doubt, we have the right to substitute equivalent cash for any noncash consideration in the offer, we will prepare the transaction documents for the transfer, which will be on terms customary for this type of transaction (including

representations and warranties, covenants, conditions, and indemnification), and our purchase may be limited to any assets of the Franchised Business.

10.4 Requirement for Consent to Transfer. If a Transfer is proposed and we do not exercise our right of first refusal pursuant to Section 10.3, then we will consent to the Transfer, provided that:

(a) All your obligations under this Agreement are fully paid and satisfied, including the Royalties and Marketing Fund contributions; you are not in default under any provisions of this Agreement or any other agreement, legal instrument or document with us or any of our affiliates; and you enter into written agreements with us, including (except where prohibited by law) a general release by you, your Owners, and your guarantors, for yourselves and on behalf of your respective predecessors, affiliates, shareholders, members, partners, officers, directors, managers, employees, agents, representatives, attorneys, accountants, personal representatives, heirs, executors, administrators, successors, and assigns of all claims against us, our predecessors and affiliates, and ours and their respective shareholders, members, partners, officers, directors, managers, employees, agents, representatives, attorneys, accountants, guarantors, successors, and assigns, in both their corporate and individual capacities.

(b) The Potential Transferee provides to us a completed application and financial documents, is financially acceptable, is not associated with any of our competitors, is of good moral character and reputation, and meets our criteria, which ~~includes~~include: work experience and aptitude; ability to devote time and best efforts to the Franchised Business; equity interest in the Franchised Business; no conflicting interests; and other criteria and conditions that we apply to new franchisees;

(c) The Potential Transferee provides us with copies of all governing documents of the Potential Transferee (e.g., certificate of incorporation or organization, by-laws, stock certificates, operating agreement, membership certificates (if any)) which must be reasonably satisfactory to us in our sole discretion;

(d) You provide to us a copy of the purchase and sale agreement, if a Full Transfer, or other documentation evidencing the Transfer, if an Affiliate Transfer, and following our analysis of the terms and conditions of the proposed Transfer, we, in our sole discretion, conclude that such terms and conditions will not interfere with the financial feasibility of the future operation of the Franchised Business. We have the right to require you to prepare and furnish to the Potential Transferee and/or us such financial reports and other data relating to the Franchised Business and its operations as we deem reasonably necessary or appropriate for the Potential Transferee and/or us to evaluate the Franchised Business and the proposed Transfer. You agree that we have the right to confer with the Potential Transferee and furnish it with information concerning the Franchised Business and proposed transfer without being held liable to you, except for intentional misstatements made to a Potential Transferee. Any information furnished by us to the Potential Transferee is for the sole purpose of

permitting them to evaluate the Franchised Business and proposed Transfer and must not be construed in any manner or form whatsoever as claims of success or failure.

(e) The Potential Transferee enters into all agreements, legal instruments, and other documents, whether our then-current agreements, legal instruments, and documents or a transfer of this Agreement and related legal instruments and documents, as determined by us (individually and collectively, "Transfer Documents"). The terms of the Transfer Documents may vary materially from the current agreements used by us, including the payment of higher Royalties and Marketing Fund contributions;

(f) You pay to us the greater of Ten Thousand Dollars (\$10,000) per store transferred or ~~Twenty-Five~~ Twenty-Five (25%) percent of the then-current Initial Franchise Fee per store transferred ("Transfer Fee"), if a Full Transfer; or you reimburse us for legal fees, if an Affiliate Transfer;

(g) The Potential Transferee successfully completes the training program required by the Transfer Documents, if a Full Transfer;

(h) The Potential Transferee agrees to complete all remodeling and improvements as required by us, and must upgrade the ~~point-of-sale~~ point-of-sale system to the then-current required ~~point-of-sale~~ point-of-sale system, within the time period specified by us, if a Full Transfer;

(i) You and the Potential Transferee agree not to assert any security interest, lien, right, or claim now or in the future, in the Franchised Business. Any security interest, lien, claim, or right asserted with respect to any personal property at the Accepted Location must not include any after-acquired property and must be subject, junior and subordinate to any security interest, lien, right, or claim now or in the future, asserted by us, our successors, or assigns;

(j) You agree to complete and sign a letter of agency, letter of authorization, or equivalent and provide it to the Potential Transferee so that the Potential Transferee may keep the existing telephone number when the store is transferred to the Potential Transferee; and

(k) At our option, you pay us the outstanding Gift Card liability of the Franchised Business, or the Potential Transferee must agree to assume all outstanding Gift Card liability of the Franchised Business.

(l) Prior to or upon closing of the Transfer, you must pay all creditors and suppliers of the Franchised Business in full.

You acknowledge that we have legitimate reasons to evaluate the qualifications of any Potential Transferee and to analyze and critique the terms of their purchase contracts with you, and our contact with any Potential Transferee to protect our business interests shall not constitute improper or unlawful conduct. You expressly authorize us to investigate any Potential Transferee's qualifications, to analyze and critique the

proposed purchase terms, to communicate candidly and truthfully with any Potential Transferee regarding the nature of your operation of the Franchised Business, and to withhold our consent, as long as our decision is not unreasonable, even if the conditions in clauses 10.4(a) through 10.4(l) above are satisfied. You and your Owners waive any claim that our decision to withhold approval of a proposed transfer in order to protect our business interests – if that decision was reasonable despite satisfaction of the conditions in clauses 10.4(a) through 10.4(l) above – constitutes a breach of contract or tortious interference with contractual or business relationships. We have the sole right to determine whether the transfer conditions above have been satisfied. We may review all information regarding the Franchised Business that you provide to any Potential Transferee, correct any information we believe is inaccurate, and provide any Potential Transferee copies of any reports you have given us or we have made regarding the Franchised Business.

Notwithstanding anything to the contrary in this Article 10 or elsewhere in this Agreement, we need not consider a proposed Transfer of a controlling or non-controlling ownership interest in you, or a proposed Transfer of your rights granted by this Agreement, until you (or an Owner) and the Potential Transferee first send us a copy of a bona fide offer to purchase or otherwise acquire the particular interest from you (or the Owner). For an offer to be considered “bona fide,” it must include a copy of all proposed agreements between you (or your Owner) and the Potential Transferee related to the proposed Transfer.

#### 10.5 Death or Incapacity.

(a) Death or incapacity of Franchisee~~your Owner~~ when ~~Franchisee is~~you are a business entity with just one Owner:

(i) In the event of your sole Owner's death or incapacity, your Owner's legal representative may, for a period of ninety (90) days from the date of your Owner's death or incapacitation, continue to operate the Franchised Business, provided that the operation is conducted in accordance with this Agreement and any other agreements with us.

(ii) If the representative desires to continue the operation of the Franchised Business beyond the ninety (90) day period, then, prior to the expiration of this period, the legal representative must apply in writing for the right to transfer the Franchised Business to the person or persons (whether spouse, heir, devisee, purchaser, or any other person), as the legal representative may specify. The application for transfer will be treated in the same manner as any other proposed Transfer under this Agreement.

(iii) If your legal representative does not comply with the provisions of the preceding paragraph, or does not propose a Potential Transferee acceptable to us under the standards set forth in this Agreement, all rights licensed to you under this Agreement will terminate immediately and automatically revert to us.

Upon termination of the Agreement for this reason, we shall have the purchase rights set forth in Section 11.9.

(b) Death or incapacity of any Owner when ~~Franchisee is~~ you are a business entity and ~~has~~ have more than one Owner:

(i) In the event of the death or incapacity of any of your Owners, the surviving Owners may, for a period of ninety (90) days from the date of death or incapacitation, continue to operate the Franchised Business, provided that the operation is conducted in accordance with this Agreement and any other agreements with us.

(ii) If your surviving Owners desire to continue the operation of the Franchised Business beyond the ninety (90) day period, then, prior to the expiration of this period, all of your surviving Owners must apply jointly in writing, for the right to transfer the Franchised Business (or the interest of the deceased or incapacitated Owner in the Franchised Business), to the person or business entity as the surviving Owners may specify. The application for transfer will be treated in the same manner as any other proposed Transfer under this Agreement.

(iii) If all surviving Owners do not comply with the provisions of the preceding paragraph, or do not propose a Potential Transferee acceptable to us under the standards set forth in this Agreement, all rights licensed to you under this Agreement will terminate immediately and automatically revert to us. Upon termination of the Agreement for this reason, we shall have the purchase rights set forth in Section 11.9.

10.6 Assignment by Us. You agree and affirm that we may, without your prior consent, ~~(a) sell our business, our assets, or our System, in whole or in part, to a third party; may~~ (a) sell our business, our assets, or our System, in whole or in part, to a third party; ~~(b) issue a public offering of our securities; may~~ (b) issue a public offering of our securities; ~~(c) engage in private placement of some or all of our securities; may~~ (c) engage in private placement of some or all of our securities; ~~(d) merge with or acquire other corporations, or be acquired by another corporation; and may~~ (d) merge with or acquire other corporations, or be acquired by another corporation; and ~~(e) undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring. You further agree and affirm that we have the right, now and in the future, without your prior consent, to purchase, merge, acquire, or affiliate with an existing competitive or non-competitive franchise network, chain, or any other business regardless of the location of such franchise network, chain, or business, which may be proximate to your Franchised Business, and to operate, franchise, or license such franchise networks, chains, or businesses operating under the Marks or any other marks following our purchase, merger, acquisition, or affiliation. This Agreement will~~ (e) undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring. You further agree and affirm that we have the right, now and in the future, without your prior consent, to purchase, merge, acquire, or affiliate with an existing competitive or non-competitive franchise network, chain, or any other business regardless of the location of such franchise network, chain, or business, which may be proximate to your Franchised Business, and to operate, franchise, or license such franchise networks, chains, or businesses operating under the Marks or any other marks following our purchase, merger, acquisition, or affiliation. This Agreement shall inure to the benefit of our successors and assigns. In conjunction with one (1) or more of the transactions contemplated above, or as otherwise determined by us, we have the right to assign our rights and obligations under this Agreement to any person or entity, without your prior consent. Upon such assignment, we ~~will~~ shall be relieved of

all obligations or liabilities then existing or thereafter able to be asserted under this Agreement.

10.7 Transfer Damages. If you or an Owner engages in a ~~transfer~~ any Transfer without first complying with the applicable transfer provisions of this Agreement (including without limitation, the provisions of Article 11) you agree to pay to us, within fifteen (15) days of receiving notice from us, in addition to the amounts owed under this Agreement, transfer damages equal to the greater of (a) fifteen percent (15%) of the price paid by the transferee to you or the Owners, as applicable; or (b) Twenty-Five Thousand Dollars (\$25,000), ~~whichever is greater~~. The parties to this Agreement acknowledge and agree that it would be impracticable to determine precisely the damages we would incur from this Agreement's unauthorized ~~transfer~~ Transfer. The parties consider this transfer damages provision to be a reasonable, good faith pre-estimate of those damages.

## **ARTICLE 11. Default and Termination**

11.1 Automatic Termination. This Agreement shall terminate immediately upon the occurrence of any of the following events without the necessity of notice of any kind by us or you:

(a) Your adjudication as bankrupt; the filing of any petition by or against you under the federal bankruptcy laws or the laws of any state or territory relating to relief of debtors for reorganization, arrangement or other similar relief provided therein, unless such petition filed against you is dismissed within fifteen (15) days; or the making by you of a general assignment for the benefit of creditors; or

(b) The appointment of any receiver, trustee, or similar officer to take charge of ~~your business~~ the Franchised Business; or any attachment, execution, levy, seizure or appropriation by any legal process of your interest in this Agreement, unless the appointment of such officer is vacated or discharged or the effect of such legal process is otherwise released within fifteen (15) days; or

(c) ~~If you are a corporation, partnership or other business association, the~~ The occurrence of any act of a type described in subparagraph (a) or (b), above, which relates to, involves or affects the interest of any ~~person owning a controlling interest in you~~ Owner.

11.2 Termination Upon Notice; Without Opportunity to Cure. You shall be in default and we may, at our option, terminate this Agreement and all rights granted herein, without affording you any opportunity to cure the default, effective upon the date the notice is deemed received pursuant to Section 15.6, and in no event longer than five (5) days after we send the notice, upon the occurrence of any of the following events:

(a) You or any Owner of more than twenty percent (20%) of your company is proven to have engaged in fraudulent conduct, or is convicted of, or pleads guilty or no contest to a felony or a crime involving moral turpitude, or any other crime or offense that is reasonably likely to have an adverse effect on the System, the Marks, or the

goodwill associated therewith; or we have evidence that ~~any~~ such ~~offenses~~offense or conduct ~~have~~has occurred; provided, that if the act or conviction involves one of your Owners, we will not terminate this Agreement if you notify us promptly after you learn of the event constituting the default, and within fifteen (15) days of the date of the notice, either (a) the person or entity that committed the wrongful act divests his or its entire interest in you, or (b) you obtain our consent for such ~~owner~~Owner to maintain his or its ownership interest; or

(b) You (including Owners or agent(s)) engage in ~~activities~~any activity in an unethical manner which ~~cause~~causes harm to the goodwill associated with us, the Franchised Business, and/or our Marks, including, but not limited to, abuse, abuse of customers, violations of applicable laws and regulations, health or safety hazards, drug or alcohol problems, or permitting unlawful activities at ~~your business~~the Premises or within the operation of the Franchised Business; or

(c) You disclose our trade secrets, other Confidential Information, or Marks to persons unauthorized by this Agreement to receive such information or misuse our trade secrets, other Confidential Information, System, or Marks; or

(d) You take, withhold, misdirect, or appropriate for your own use any funds from your employees' wages or employees' taxes, FICA, insurance or benefits, or generally fail to deal fairly and honestly with your employees or customers, and/or you violate the minimum wage or overtime requirements of the Fair Labor Standards Act resulting in complaints to the federal or state Department of Labor more than once in any twenty-four (24) month period; or

(e) You fail to open your Franchised Business within twelve (12) months after the Effective Date or you fail to sign a lease for your Premises within six (6) months after the Effective Date; or

(f) You, or any Owner, director, or officer remain in default beyond the applicable cure period under any other agreement with us or our affiliates, under any real estate lease, equipment lease, or financing instrument relating to the Franchised Business, or under any other agreement with any supplier to the Franchised Business; or

(g) If you have been given written notice of default or failure and right to cure by us two (2) times during any period of twenty-four (24) consecutive months, then if you again within such twenty-four (24) month period fail to perform any obligation referred to herein; or

(h) Unless prior written approval is obtained from us, you voluntarily abandon or cease to actively operate your business, which abandonment shall be defined as the occurrence of any of the following events: five (5) consecutive days without sales, disconnecting the Franchised Business telephone, or failing to operate the business during normal business hours for a period of five (5) consecutive days and you fail to commence operations within three (3) business days from the date of written notice of

the breach. An exception shall be granted for business disruption due solely to events beyond your reasonable control including but not limited to strikes, war, material shortages, fires, floods, earthquakes, terrorism, and other acts of God or by force of law, which result in your inability to operate Franchised Business and which you could not by the exercise of due diligence have avoided; or

(i) Any willful and material falsification by you of any report, statement, books, records, or other written data furnished to us including information provided for the acquisition of the franchise by you. Any report submitted pursuant to Article 9 shall be conclusively deemed to be materially false if it understates Gross Sales by more than five percent (5%); or

(j) Any attempted or purported assignment of this Agreement or of the Franchised Business not in compliance with Article 10, including, but not limited to, any general assignment for the benefit of a creditor(s); provided, however, that if we do not elect to exercise our right to terminate this Agreement pursuant to this subparagraph (j), such inaction shall not constitute a consent to such assignment nor shall it confer any rights or interest whatever upon the purported assignee, rather this Agreement shall continue in full force and effect as between us and you unless and until we elect to terminate the same; or

(k) Any willful and repeated deception of customers by you relating to the source, nature, or quality of goods sold; or

(l) We, in good faith, determine you are insecure, or at risk for damage to us, the System, and/or our Marks and such cause for insecurity is not cured within three (3) days from the date of written notice of the nature of the breach; or

(m) ~~You have any~~Any act or omission by you that is a default under this Agreement ~~that~~and is incurable.

Any act or omission described in subparagraphs above shall be conclusively deemed to be willful if it occurs after written notice from us to cease and desist therefrom. The previous sentence shall not be construed to mean any acts or omissions described in either of the referenced subparagraphs cannot be considered willful for purposes of this Agreement in the absence of written notice from us.

11.3 Termination After Notice and Opportunity to Cure. You shall be in default hereunder for any failure (x) to maintain or comply with any of the terms, covenants, specifications, standards, procedures, or requirements imposed by this Agreement or in any Brand Standards Manual, policy and procedure statement, or other written document we provide, or (y) to carry out the terms of this Agreement in good faith. For all such defaults, except those defaults provided for under Sections 11.1 and 11.2, we will provide you with written notice and fifteen (15) days to cure or, if a default cannot reasonably be cured within fifteen (15) days, to initiate within that time substantial and continuing action to cure such default and to provide us with evidence of such actions. To the extent the defaults are curable, if the defaults specified in such notice are not

cured within the fifteen (15) day period, or if substantial and continuing action to cure has not been initiated, we may, at our option, terminate this Agreement upon written notice to you. The determination of whether you are taking "substantial and continuing action" to cure a default under this Section 11.3 shall be determined by us in our sole discretion and may include, but is not limited to, actions such as the development and implementation of a written corrective action plan acceptable to us, the allocation of sufficient personnel and financial resources to effectuate such corrective action plan, and the timely completion of all interim steps required to achieve compliance with any such corrective action plan. Such defaults shall include, without limitation, the occurrence of any of the following events:

(a) You fail to make any payment including but not limited to Royalties or any other amounts due to us or an approved supplier when due, or fail to submit to us when due any required report; or

(b) Your breach any of your representations or warranties set forth in this Agreement; or

(c) You fail to perform any obligation imposed upon you by this Agreement or any other agreement entered into between you and us or our affiliates; or

(d) Upon occurrence of any of the following events:

(i) Any non-willful falsification by you of any report, statement, books, records, or other written data furnished to us including information provided for the acquisition of the franchise by you; or

(ii) Any non-willful deception of customers by you relating to the source, nature, or quality of goods sold; or

(iii) You, ~~any~~ any Owner, and/or any of your agents fail to complete training in a manner satisfactory to us within the time periods we establish; or

(iv) You fail to have at the time you sign this Agreement and when you open your ~~business~~ Franchised Business, unencumbered capital in the greater amount of (i) Forty Thousand Dollars (\$40,000) or (ii) thirty-five percent (35%) of the total initial investment capital of the ~~business~~ Franchised Business; or

(v) Any termination of your right to possession of the Accepted Location subject, however, to the provisions of Section 4.2, above; or

(e) You or any of your Owners, or agents engage in any operation of the Franchised Business outside the Territory, except with our prior permission; or

(f) A threat or danger to public or customer health or safety results from the construction, maintenance, or operation of the Franchised Business; or

(g) You begin operation of the Franchised Business prior to receiving ~~prior~~ written approval from us; or

(h) You operate under any trademark not approved by us or otherwise use any trademark not approved by us in the operation of the Franchised Business; or

(i) You (1) use unauthorized goods and services, (2) sell unauthorized goods and services, (3) ~~uses~~use an unauthorized supplier, or (4) ~~fails~~fail to use an authorized supplier, in connection with the Franchised Business; or

(j) A Transfer is not timely conducted in accordance with the provisions of Section 10.5; or

(k) You fail to pay when due any taxes or assessments relating to the Franchised Business or its employees, unless you are actively prosecuting or defending the relevant claim or suit in a court of competent jurisdiction or by appropriate government administrative procedure or by arbitration or mediation conducted by a recognized alternative dispute resolution organization; or

(l) You breach any contract you have with any athletic and/or sporting goods industry supplier or any other approved supplier or otherwise fail to timely pay undisputed invoices from suppliers.

11.4 Extended Cure Period. Notwithstanding anything to the contrary in this Agreement, we reserve the right to grant to you in our sole discretion an extended cure period for any breach. Our decision to grant such an extended cure period shall not operate as a waiver of any of our rights and that we ~~can~~may choose to condition such an extension upon the signing of a general release by you; your Owners; your guarantors; and your and their respective predecessors, affiliates, shareholders, members, partners, officers, directors, managers, employees, agents, representatives, attorneys, accountants, personal representatives, heirs, executors, administrators, successors, and assigns.

11.5 Obligations Following Termination, Non-Renewal, or Expiration. Upon termination, non-renewal, or expiration of this Agreement for any reason, you shall cease to be an authorized FLEET FEET franchisee as to any products or services whatsoever, and you and all Owners shall:

(a) Promptly pay to us all ascertainable sums you owe us along with any damages, costs, and expenses (including reasonable attorneys' fees) we have incurred, including those resulting from the early termination or default of this Agreement, without set-off or other diminution on account of unliquidated claims;

(b) Immediately and permanently discontinue the use of any of our Marks and the System, or any marks or names which in our opinion are confusingly similar thereto, or any other materials which may in any way indicate or tend to indicate that you are or

were an authorized FLEET FEET franchisee or are or were in any way associated with us or FLEET FEET;

(c) Cooperate with us to assign to us or our designee your rights under the Premises lease;

(d) If we do not exercise an option or otherwise take control of the Premises, (i) immediately revise, permanently remove, destroy, or obliterate, at your expense, all signs containing any of the Marks, names, or other identified with the System, ~~(the use of which is prohibited by subparagraph (b),— above), to delete the same or sell to us, f.o.b., your store,~~ such of the aforesaid signs as we may require, at a price equal to the original installed cost thereof to you, minus a reasonable allowance for depreciation, wear and tear, and obsolescence; (ii) remove any FLEET FEET trade dress; and (iii) take ~~other~~ such other steps as we may request to de-identify the Premises as a FLEET FEET store;

(e) Promptly destroy, or, at our option, surrender to us all stationery, letterheads, forms, printed matter, promotional displays, and advertising containing any of the Marks, the use of which is prohibited by subparagraph (b),— above;

(f) Promptly return to us all copies of our confidential Brand Standards Manual or other Confidential Information provided to you during the Initial Term and Renewal Term—~~and;~~ immediately and permanently cease using Confidential Information, the Brand Standards Manual, and the System; and comply with the confidentiality covenants set forth in Section 5.5;

(g) At our option, immediately and permanently discontinue all advertising placed by you or us or which contains or makes reference to any of the Marks, the use of which is prohibited by subparagraph (b),— above, and cancel all such advertising already placed or contracted for which would otherwise be published, broadcast, displayed, or disseminated after the date of termination hereof;

(h) Immediately cease using or claiming any right to use any telephone number, Online Presence, or email address which you have been using in connection with the Franchised Business. You must not, directly or indirectly, post, publish, or disseminate any announcement, statement, or communication on any Online Presence, or otherwise direct or attempt to direct any followers, customers, or contacts associated with such Online Presence, to any new social media account or to any business other than the Franchised Business. You shall immediately transfer and assign any such number, Online Presence, and email addresses to us, or to such person as we may designate, and you shall immediately execute such instruments and take such steps as in our opinion may be necessary or appropriate to transfer and assign each such telephone number, Online Presence, and email addresses. You ~~further~~ irrevocably appoint our Chief Operating Officer or our successor or assignee as your duly authorized agent and attorney-in-fact to execute all such instruments and take all such steps as may be necessary or appropriate to transfer and assign each such telephone number, Online Presence, and email address. As a part of this Agreement, you have

executed an assignment agreement, hereby incorporated by reference, which further memorializes the assignment of your telephone number, Online Presence, and email address and your designation of us as your attorney-in-fact for complying with the provisions of this subsection;

(i) Comply with the purchase option set forth in Section 11.9 and the lease option in Section 11.11;

(j) ~~Both you and your Owners comply~~Comply with the post-termination obligations contained in Section 5.7 (as the covenants in Section 5.7 above are part of the consideration you are tendering to us in order to induce us to enter into this Agreement with you) and in the separate form of non-competition, non-solicitation, and confidentiality agreements, which agreements are incorporated ~~here~~herein by reference;

(k) ~~You agree to notify~~Notify all approved suppliers of the fact that you are no longer a FLEET FEET franchisee and, if you fail to timely do so, you designate us as your attorney-in-fact to communicate ~~said~~such information to the suppliers;

(l) Within ten (10) days of termination, non-renewal, or expiration of this Agreement, ~~you must pay~~ us the value of the outstanding Gift Card liability of the Franchised Business;

(m) ~~You must comply~~Comply with our instructions relating to the computer systems, Franchisee Data, and the Customer List;

(n) Within fifteen (15) days of termination, non-renewal, or expiration of this Agreement, ~~you must pay~~ in full all creditors and suppliers to the Franchised Business; ~~and~~

(o) Cease all operations of the Franchised Business; ~~and~~

(p) Within fifteen (15) days of termination of this Agreement by us for cause or by you without cause, ~~you must pay~~ the liquidated damages ~~discussed~~set forth in Section 11.14; and

(q) Within fifteen (15) days of termination, non-renewal, or expiration of this Agreement, provide us with evidence satisfactory to us of your compliance with the obligations of this Section 11.5.

In the event you do not comply with the above requirements, we may enter the Premises, without being guilty of trespass and without incurring any liability to you, to undertake these post-termination obligations, including removing all signs, trade dress, equipment, and other items identifying the Premises as a FLEET FEET Franchised Business and to make such other modifications as are reasonably necessary to protect the Marks and the System and to distinguish the Premises from other FLEET FEET businesses.

11.6 Termination by You. ~~This Agreement shall terminate upon thirty (30) days written notice to us, if~~ we fail to perform any material obligation imposed upon us by this Agreement, and such failure is not cured within ninety (90) days after you deliver written notice of such failure to us. You, then you may terminate this Agreement upon thirty (30) days' written notice to us; provided that you must comply with our instructions for the orderly wind-down of the Franchised Business during the thirty (30) day notice period.

11.7 Limitation of Services or Benefits. We shall have the right, but not the obligation, to temporarily or permanently limit or remove certain services or benefits provided or required to be provided to you hereunder in lieu of exercising our right to terminate this Agreement pursuant to the terms hereof, including, without limitation, eliminating your right to use any of our Online Presences free of charge;<sub>1</sub> restricting or removing your right to purchase products directly or indirectly from us, our affiliates, or our approved third-party suppliers;<sub>1</sub> limiting our advertising and promotional assistance;<sub>1</sub> and restricting or removing your right to use any technology services which are provided by or are proprietary to us or our affiliate. If you default under this Agreement, we have the right to modify (including eliminating) your Territory and the protections described in Article 4. Nothing in this Section 11.7 constitutes a waiver of any other right or remedy we have under this Agreement. Our exercise of our rights pursuant to this Section 11.7 shall not be deemed a constructive termination. AnyWe may reinstate at any time and in our sole discretion any services, Territory protections, or benefits removed or limited pursuant to this Section 11.7 ~~may be reinstated at any time in our sole discretion.~~

11.8 Sales Following Termination. Following delivery of notice of termination of this Agreement by either party upon the other,<sub>1</sub> or following the termination of this Agreement, neither we nor any affiliated company shall be obligated to fill or ship any of your orders for products or merchandise regardless of when you placed them;<sub>1</sub> provided, however, that all moneys you may have paid to us or to any affiliated company for products or merchandise not yet delivered shall be promptly returned to you, less any amounts you owe us or our affiliates pursuant to the terms of this Agreement or any other agreement between you and us (or our affiliate).

11.9 Our Right to Purchase. Upon the termination, expiration, or non-renewal of this Agreement for any reason and as otherwise set forth in this Agreement, we will have the option, exercisable by giving you written notice before or within sixty (60) days after the date of termination, non-renewal, or expiration, to purchase the Franchised Business and the fee simple interest in the Premises (if you or one of your affiliates owns the Premises) or, if you (or one of your affiliates) do not own the Premises or we choose not to purchase your (or your affiliate's) fee simple interest in the Premises, to purchase the Franchised Business and exercise the rights described herein. We have the unrestricted right to assign this option to purchase.

(a) We are entitled to all customary warranties and representations in our asset purchase, including, without limitation, representations and warranties as to ownership and condition of and title to assets; liens and encumbrances on assets;

validity of contracts and agreements; and liabilities affecting the assets, contingent or otherwise.

(b) The purchase price for the Franchised Business and, if applicable, the fee simple interest in the Premises will/shall be the lesser of: (i) their fair market value, or (ii) their net book value, provided that these items will/shall not include any value for the following: the Franchise or any rights granted by this Agreement; goodwill attributable to our Marks, brand image (including any goodwill associated with any Online Presence owned, operated, or controlled by you and relating to the Franchised Business), and other intellectual property; or participation in the FLEET FEET network. We may exclude from the assets purchased any operating assets or other items that are not reasonably necessary (in function or quality) to the Franchised Business's operation or that we have not approved as meeting system standards for FLEET FEET outlets, and the purchase price will/shall reflect these exclusions.

(c) If we and you cannot agree on fair market value or net book value, as applicable, the valuation of the assets will/shall be determined by one (1) independent accredited appraiser upon whom we and you agree who will conduct an appraisal and, in doing so, be bound by the criteria specified in this Section 11.9. You and we agree to select the appraiser within fifteen (15) days after we notify you that we wish to exercise our purchase option (if you and we have not agreed on value before then). You and we will/shall share equally the ~~appraiser's~~ appraiser's fees and expenses. The appraiser must complete its appraisal within thirty (30) days after its appointment. The purchase price will/shall be the appraised value. If we and you cannot agree on the appraiser, he or she will/shall be chosen by the Resident Superior Court Judge in Wake County, North Carolina.

(d) We (or our assignee) will pay the purchase price at the closing, which will/shall take place not later than sixty (60) days after the purchase price is determined, although we (or our assignee) may decide after the purchase price is determined not to purchase the Franchised Business and/or the fee simple interest in the Premises. We may set off against the purchase price, and reduce the purchase price by, any and all amounts you or your affiliates and Owners owe us or our affiliates. At the closing, you agree to deliver instruments transferring to us (or our assignee): good and merchantable title to the assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to us), with all sales and other transfer taxes paid by you; all of the Franchised Business's licenses and permits that may be assigned or transferred; and the fee simple or leasehold interest in the Premises and improvements or a lease assignment or lease or sublease, as applicable. If you cannot deliver clear title to all of the purchased assets, or if there are other unresolved issues, we (or our assignee) and you will/shall close the sale through an escrow. You and your affiliates and Owners further agree to execute general releases, in a form satisfactory to us, of any and all claims against us and our owners, affiliates, officers, directors, employees, agents, successors, and assigns. If we exercise our rights under this Section 11.9, you and your Owners agree that, for two (2)

years beginning on the closing date, you and they will be bound by the non-competition and non-solicitation covenants contained herein.

11.10 Restriction on Your Right to Sell Your Assets. Other than selling them in the ordinary course of business, you shall not have the right to sell your inventory, equipment, store furniture, or fixtures to any person or party except in accordance with Sections 10.4 or 11.9 of this Agreement.

11.11 Right to Premises.

(a) If you lease the Premises from an unaffiliated lessor, upon the termination, expiration, or non-renewal of this Agreement for any reason, you agree (as applicable) at our election:

- (i) to assign your leasehold interest in the Premises to us; or
- (ii) to enter into a sublease for the remainder of the lease term on the same terms (including renewal options) as the lease; or
- (iii) to lease the Premises to us for an initial five (5) year term, with two five (5) year renewal terms (at our option), on commercially reasonable terms.

(b) If you or a Related Party own the Premises, upon the termination, expiration, or non-renewal of this Agreement for any reason, you agree at our election to lease the Premises to us for an initial five (5) year term, with two five (5) year renewal terms (at our option), on commercially reasonable terms.

11.12 Cross Default. Any default by you (or any Owner or affiliate of yours) under this Agreement ~~(including any then-existing Franchise Agreement)~~ shall be a default under any other agreement between us (or any of our affiliates) and you (or any Owner or affiliate of yours), including any then-existing Franchise Agreement. Any such default under any other agreement or any other obligation between us (or any of our affiliates) and you (or any owner or affiliate of ours) shall be a default under this Agreement. Any default by you (or any Owner or affiliate of yours) under any lease, sublease, loan agreement, or security interest may be regarded as a default under this Agreement, regardless of whether or not any such agreements are between you (or any Owner or affiliate of yours) and us (or any of our affiliates).

### 11.13 Miscellaneous.

(a) You hereby authorize us to notify any lender, creditor, customer, or landlord of yours or the Franchised Business upon the occurrence of any default under this Article 11, or any event or circumstances which the giving or notice or passage of time or both would constitute an event of default under this Article 11, and to otherwise communicate with such lenders, creditors, customers ~~or, and~~ landlords with respect to any such default, or any such event or circumstance.

(b) If any law applicable to this Article 11 ~~requires, or any competent governmental authority having jurisdiction over this Agreement, the Franchised Business and the parties hereto, shall limit our termination rights hereunder or require a longer notice period prior to termination of this Agreement than is specified in this Agreement, a different standard of "good cause," or the taking of some other action not required under this Agreement, the prior~~ this Agreement shall be deemed amended to satisfy the minimum notice periods, minimum "good cause" standard, and/or other ~~action~~ restrictions on termination required by such law ~~will be substituted for the comparable provisions in or governmental authority; provided, however, that such constructive amendment shall not be deemed a concession by us that the grounds for termination set forth herein do not constitute "good cause" for termination within the meaning ascribed to that term by any applicable law. We shall not be precluded from contesting the validity, enforceability, or application of such laws or regulations in any action, hearing, or proceedings relating to this Agreement or the termination thereof.~~

(c) If you violate a term or condition contained within this Agreement, whether during the Initial Term or Renewal Term or whether the term or condition survives the expiration or termination of this Agreement, including but not limited to, withholding any monies owed to us in the absence of a court order permitting the withholding of such monies, you shall reimburse us for all reasonable costs incurred by us in pursuing the enforcement of this Agreement. These costs shall include, but not be limited to, court costs and fees, accounting costs and fees, expert witness costs and fees, reasonable attorneys' fees, the reasonable value of our employees' time, witness fees and travel expenses incurred by us. The recovery of the costs and fees specified above shall also include the recovery of all costs and fees incurred by us relating to or arising from any and all defenses, counterclaims and/or crossclaims asserted by you, the Owners, or your affiliates. This obligation ~~will~~ shall give rise to and remain a lien in favor of us against any and all of the personal property, goodwill, cash, furnishings, equipment, signs, fixtures, and inventory owned by you and located on and around the Premises operated pursuant to this Agreement until you are in full compliance with this Agreement and any amounts owed are paid in full. All costs to be collected by us pursuant to this provision shall be collected via electronic bank transfer as specified in Section 9.1 of this Agreement.

(d) You shall promptly reimburse us upon request for any damages, costs, losses, and expenses (whether internal or external), including reasonable attorneys' fees, incurred by us as a result of in enforcing our rights or your obligations under this Agreement that arise from or relate to your default under this Agreement. You

obligation to reimburse us pursuant to this Section arises regardless of whether we initiate a formal legal proceeding against you to enforce this Agreement. If we do initiate a formal legal proceeding against you, your reimbursement obligation shall apply to all costs and expenses we incur preparing for, commencing, and prosecuting such legal proceeding and until the proceeding has come to a complete end (including appeals and settlements).

~~11.411.14~~ Liquidated Damages. You and we agree that it would be difficult if not impossible to determine the amount of damages that we would suffer due to a termination of this Agreement because of your default or termination without cause, including, without limitation, the difficulty of determining what costs, if any, we may have saved and how the Royalty would have grown during the remainder of the Initial Term or Renewal Term. Therefore, you and we agree that a reasonable estimate of those damages (as liquidated damages and not as a penalty) is the net present value of an amount equal to the average of the preceding twelve (12) months of Royalty fees due and payable under this Agreement, multiplied by the lesser of (i) twenty-four (24) or (ii) the number of months left in the term of this Agreement; subject to a minimum damages amount of Thirty Thousand Dollars (\$30,000). You shall pay such liquidated damages, together with all other amounts owed under this Agreement, within fifteen (15) days after the effective date of termination. You shall pay all costs, expenses, and attorneys' fees incurred by us in enforcing the terms and conditions of this provision. You and we acknowledge and agree that this liquidated damages provision represents a reasonable, good-faith pre-estimate of our damages arising solely from the loss of future Royalty revenue and resulting cash flow. This liquidated damages provision does not cover, and is not intended to compensate us for, any other damages, including damages arising from your breach of other provisions of this Agreement or damages to the System or the FLEET FEET brand. Nothing contained herein shall be construed as prohibiting us from additionally pursuing any other remedies which may be available to us for such breach, including recovery of actual damages.

## **ARTICLE 12. Expiration, Extension and Renewal**

12.1 Expiration. Unless sooner terminated or modified in accordance with the provisions hereof, the initial term of this Agreement ("Initial Term") will expire twenty (20) years from the Effective Date.

### 12.2 Renewal Term.

(a) Upon expiration of the Initial Term, you will have the right to be granted a renewal of the franchise for one (1) additional consecutive period that is the greater of five (5) years or a period of time equal to the then-current term length of the Franchise Agreement in effect at the time of renewal ("Renewal Term"). You will have no further right to operate the Franchised Business following the expiration of the Renewal Term unless we grant you another franchise or agree to further renewals, in our sole discretion. ~~As necessary the~~ The Renewal Franchise Agreement may be amended as necessary to reflect this provision. If this Agreement is a renewal franchise agreement Renewal Agreement, the renewal provisions in your original franchise

agreement will dictate the length of the term of this Agreement as well as any of your remaining renewal rights, if applicable. To ~~renew~~qualify for renewal, each of the following conditions must have been met prior to the Renewal Term:

(i) You have given us written notice of your intention to renew at least nine (9) months, but not more than eighteen (18) months prior to the expiration of the Initial Term;

(ii) You are not in default of any of the provisions of this Agreement at the expiration of the Initial Term or at the time you give us written notice of your intention to renew;

(iii) All of your debts and obligations under this Agreement shall be current, including but not limited to your obligations to make contributions to the Marketing Fund;

(iv) You have not received more than three (3) notices of default during any consecutive twelve-month (12) month period during the Initial Term;

(v) You execute our then-current Franchise Agreement, including all attachments and exhibits and our other then-current ancillary agreements, which agreements shall supersede this Agreement in all respects, and the terms and conditions of which may substantially differ from this Agreement ("Renewal Agreement");

(vi) You, your Owners, and your guarantors for yourselves and on behalf of your and their respective predecessors, affiliates, shareholders, members, partners, officers, directors, managers, employees, agents, representatives, attorneys, accountants, personal representatives, heirs, executors, administrators, successors, and assigns execute and deliver to us a general release, in the form prescribed by us, releasing, to the fullest extent permitted by law, all claims that you may have against us, our predecessors and affiliates; and ours and their respective shareholders, members, partners, officers, directors, managers, employees, agents, representatives, attorneys, accountants, guarantors, successors, and assigns, in both their corporate and individual capacities;

(vii) You shall make or provide for in a manner satisfactory to us, such renovation and re-equipping of the Premises and Franchised Business as we may require, including, without limitation, renovation, replacement and/or upgrading of signs, equipment, furnishings, technology, computer hardware or software, fixtures and decor, to reflect the then-current standards and image of the System; and

(viii) You present satisfactory evidence that you have the right to remain in possession of the Premises for at least the five (5) years following the expiration of the Initial Term.

(b) If you fail to perform any of the acts set forth in subsections (i) through (viii) of Section 12.2(a) in a timely fashion, such failure ~~will~~shall be deemed an election by you not to exercise your right to renew, and ~~will~~shall cause your right to renew to expire without further notice or action by us.

**12.3 Continued Operation Following Expiration.** Unless you exercise your option to renew the license granted under this Agreement in accordance with this Article, you have no right to continue to operate the Franchised Business after the expiration date. If we permit you to continue to operate the Franchised Business after the expiration date, but before the execution by you of a new Franchise Agreement for a new term as required by Section 12.2 above, then the temporary continuation of the operations Franchised Business ~~will~~shall be on a month-to-month extension of this Agreement and all of its terms, and ~~will~~may be terminable at our will by giving you written notice of termination at least thirty (30) days before the termination is effective. If the law of the jurisdiction in which you are located requires a longer notice period, the thirty (30) day period ~~will~~shall be deemed modified to be the shortest notice period required by the laws of such jurisdiction. If we permit you to renew the license granted under this Agreement after a month-to-month continuation of the Franchised Business and the associated extension of this Agreement with all its terms, then you must pay to us monthly an additional fee equal to the greater of One Thousand Dollars (\$1,000) or One Hundred Fifty Percent (150%) of the Royalties due for the same month for every month of month-to-month operation after the expiration date, up to our then-current initial franchise fee, which fee shall be in addition to Royalties, ~~marketing fund~~Marketing Fund contributions, and any other payments due to us under this Agreement.

**12.4 Required Notice Period.** If applicable law requires that we give notice of expiration or non-renewal to you prior to the expiration of the Initial Term or any Renewal Term, this Agreement shall be deemed to remain in effect on a month-to-month basis until we have given to you that notice of expiration or non-renewal so required and the applicable period required to pass before the notice becomes effective ~~shall have~~has expired.

## **ARTICLE 13. Dispute Resolution**

**13.1 Informal Resolution/Mediation.** Before commencing any Action against us or our affiliates ~~with respect to any Action and~~, except as set forth in Section 13.5 below, you (and as applicable, your Owners and affiliates) shall submit to us a written notice which specifies, in detail, the precise nature and grounds of such Action. Within thirty (30) days after receiving the written notice, you (and as applicable, your Owners and affiliates) and we and as applicable, our affiliates, shall meet in person or telephonically to discuss the issues raised in the written notice provided by you ("Informal Discussions"). After the Informal Discussions have occurred and if the Action has not been resolved, we and our affiliates ~~will~~shall have a period of twenty (20) days following

the Informal Discussions to notify you (and as applicable, your Owners and affiliates) as to whether we or our affiliates elect to exercise our option to submit such Action to mediation. If we or our affiliates elect to submit the Action to mediation, the mediation ~~will~~shall occur in Raleigh, North Carolina in accordance with the American Arbitration Association's Commercial Mediation Rules then in effect. It is agreed that the mediator selected ~~will~~shall have experience in franchise matters and/or franchise law and is not required to be affiliated with the American Arbitration Association. You (and as applicable, your Owners and affiliates) may not commence any Action against us or our affiliates in any court unless we or our affiliates fail to exercise our option to submit such Action to mediation, or such mediation proceedings have been terminated either: (ia) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile, or (ib) as a result of a written declaration by us or our affiliates. Our and our affiliates' rights to mediation, as set forth herein, may be specifically enforced by us. Each party shall bear its own cost of mediation and the parties shall share mediation costs equally. The parties shall not be required to first attempt to mediate an Action through mediation that is one we could seek injunctive relief for as set forth in Section 13.5. This agreement to mediate shall survive any termination, non-renewal, or expiration of this Agreement.

13.2 Governing Law. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 Et Seq.) or other federal law, this Agreement and all Actions ~~will~~shall be governed by the law of the State of North Carolina, without regarding to its conflict of laws rules. Any state law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee ~~will~~shall not apply unless its jurisdictional requirements are met independently without reference to this ~~section~~Section. If the covenants against competition or solicitation are not enforceable under North Carolina law, then the laws of the state ~~o~~in which your Franchised Business is located ~~will~~shall apply to the enforceability of such covenants. Nothing in this subparagraph is intended, or shall be deemed, to make any North Carolina law regulating the offer or sale of franchises or the franchise relationship applicable to this Agreement if such law would not otherwise be applicable.

13.3 Consent to Jurisdiction. Subject to the mediation requirement in Section 13.1 and the provisions below, we and our affiliates and you (and your Owners and affiliates) agree that all Actions must be commenced in the state or federal court of general jurisdiction in Raleigh, North Carolina; provided that if our principal place of business ceases to be in North Carolina, any Action must be commenced in or nearest to our then-current principal place of business. We and our affiliates and you (and each of your Owners) irrevocably consent to the exclusive jurisdiction of those courts and waive any objection to either the jurisdiction or venue in those courts. Nonetheless, we and our affiliates and you (and your Owners) agree that any of us may enforce any orders or awards in the courts of the state or states in which you are domiciled or your Franchised Business is located.

13.4 Waiver of Punitive Damages, Jury Trial, and Class Action. EXCEPT FOR THE FRANCHISEE INDEMNIFYING PARTIES' OBLIGATION TO INDEMNIFY FRANCHISOR INDEMNIFIED PARTIES FOR ~~THIRD PARTY~~THIRD-PARTY CLAIMS,

ACTIONS WE AND OUR AFFILIATES BRING AGAINST YOU (AND YOUR OWNERS AND AFFILIATES) FOR UNAUTHORIZED USE OF THE MARKS, UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, OR BREACH OF NON-COMPETITION AND NON-SOLICITATION COVENANTS, AND EXCEPT FOR PUNITIVE DAMAGES AVAILABLE TO EITHER PARTY UNDER FEDERAL LAW, YOU (AND YOUR AFFILIATES AND OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR MULTIPLE DAMAGES AGAINST US OR OUR AFFILIATES, EMPLOYEES, SHAREHOLDERS, OFFICERS, OR DIRECTORS, AND AGREE THAT, IN THE EVENT OF AN ACTION BETWEEN US AND OUR AFFILIATES AND YOU (OR YOUR AFFILIATES OR OWNERS), YOU (OR YOUR AFFILIATES AND OWNERS) WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL ECONOMIC DAMAGES YOU (OR THEY) SUSTAIN WHETHER ASSERTED AS A RELATED OR INDEPENDENT TORT, AS A BREACH OF CONTRACT, OR AS ANY OTHER CLAIM OR CAUSE OF ACTION BASED ON STATUTORY OR COMMON LAW.

WE AND OUR AFFILIATES AND YOU (AND YOUR OWNERS AND AFFILIATES) IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION. NEITHER YOU (AND YOUR OWNERS AND AFFILIATES) NOR WE OR OUR AFFILIATES SHALL SEEK TO LITIGATE AGAINST YOU (AND YOUR OWNERS AND AFFILIATES), EITHER AS A REPRESENTATIVE OF, OR ON BEHALF OF, ANY OTHER PERSON, CLASS, OR ENTITY ANY ACTION. NO ACTION ~~SHALL~~MAY ADD AS A PARTY, BY CONSOLIDATION, JOINDER, OR IN ANY OTHER MANNER, ANY PERSON OR PARTY OTHER THAN YOU (AND YOUR OWNERS AND AFFILIATES) AND US AND OUR AFFILIATES AND ANY PERSON IN PRIVITY WITH, OR CLAIMING THROUGH, IN THE RIGHT OF, OR ON BEHALF OF, YOU OR US, UNLESS BOTH YOU AND WE CONSENT IN WRITING. WE HAVE THE ABSOLUTE RIGHT TO REFUSE SUCH CONSENT. YOU (AND YOUR OWNERS AND AFFILIATES) AGREE THAT ANY ACTION WILL BE CONSIDERED UNIQUE ON ITS FACTS AND MAY NOT BE BROUGHT AS A CLASS OR GROUP ACTION. YOU (AND YOUR OWNERS AND AFFILIATES) MAY NOT LITIGATE OR MEDIATE ON A CLASS-WIDE BASIS (OR JOIN ANY THIRD-PARTY CLAIM).

YOU AND YOUR OWNERS HEREBY IRREVOCABLY WAIVE THE RIGHT TO OBTAIN ANY REMEDY BASED ON ALLEGED FRAUD, MISREPRESENTATION, OR DECEIT BY FRANCHISOR, INCLUDING, WITHOUT LIMITATION, RESCISSION OF THIS AGREEMENT, IN ANY ACTION ARISING HEREUNDER EXCEPT UPON GROUNDS EXPRESSLY PROVIDED IN THIS AGREEMENT, OR PURSUANT TO ANY RIGHT EXPRESSLY GRANTED BY ANY APPLICABLE STATUTE REGULATING THE SALE OF FRANCHISES, OR ANY REGULATION OR RULE PROMULGATED THEREUNDER.

13.5 Injunctive Relief. You (and as applicable, your Owners and affiliates) agree that neither termination of this Agreement, nor an Action at law, nor both, would be an adequate remedy for a breach or default by you (and as applicable, your Owners and affiliates), or by any other persons bound by this Agreement, in the performance of any

obligation relating to our Marks, the Confidential Information, or the obligations of you (and as applicable, your Owners and affiliates) and such other persons upon and after termination of this Agreement. We and our affiliates, at our option, ~~will~~shall have the right to seek preliminary injunctive relief from a court of competent jurisdiction, to restrain any conduct by you, your Owners, your affiliates, and by any other persons bound by this Agreement in the development or operation of the Franchised Business ~~that could~~ (i) that could damage the goodwill associated with the Marks, System, and other FLEET FEET locations (including but not limited to conduct related to trademark or other intellectual property infringement); (ii) that involves the disclosure of use of Confidential Information, including but not limited to trade secrets and the Customer List; or (iii) that relates to your, an Owner's, or a managerial employee's covenants against unfair competition or solicitation. You agree that we will not be required to post a bond to obtain any injunctive relief with respect to use of the Marks.

13.6 Prevailing Party, Attorneys' Fees and Costs. The non-prevailing party agrees to reimburse the prevailing party for all costs and expenses reasonably incurred (including attorneys' fees, expert witness fees, costs of investigation and proof of facts, court costs) as defined by the court, as the case may be: (i) to enforce the terms of this Agreement, an obligation owed to us or our affiliates by you (and as applicable, your Owners and affiliates), or an obligation owed to you (and as applicable, your Owners and affiliates) by us and our affiliates; and (ii) in the defense of any Action on which the prevailing party substantially prevails. In the event we or our affiliates are the prevailing party, we and our affiliates have the right to reimburse ourselves through EFT ~~transfer~~ for any legal fees.

13.7 Remedies Cumulative. All rights and remedies conferred upon us and our affiliates and you and your Owners and affiliates by this Agreement and by law and in equity shall be cumulative of each other, and neither the exercise nor the failure to exercise any such right or remedy shall preclude the exercise of any other such right or remedy. No right or remedy which we may have (including termination) is exclusive of any other right or remedy and we may pursue any rights and/or remedies available.

13.8 Nonwaiver. ~~No failure by us to, refusal, or neglect by us to (x) exercise any right hereunder; (y) insist upon strict compliance by you with any obligation, or agreement, or undertaking hereunder; or (z) take action on account of any default by you (and as applicable, your Owners and affiliates), whether in a single instance or repeatedly, shall constitute a waiver of any such default or of the right of ours, performance required by you, or default of you.~~ No express waiver by us of any provision or performance hereunder or of any default by you (and as applicable, your Owners and affiliates) shall be construed as a waiver of any other or future provision, performance or default. Any waiver or reduction of any obligation of, or restriction upon, us shall be effective only if set forth in a written instrument delivered by us to you. Any such waiver shall be without prejudice to any other rights we may have, shall be subject to continuing review by us, and may be revoked by us, in our sole judgment, at any time and for any reason, effective upon delivery to you of ten (10) days' prior written notice.

13.9 Limitations of Claims. ANY AND ALL ACTION BROUGHT BY YOU OR ANY OF YOUR OWNERS OR AFFILIATES AGAINST US OR OUR AFFILIATES SHALL BE COMMENCED WITHIN ONE (1) YEAR FROM THE OCCURRENCE OF THE FACTS GIVING RISE TO SUCH ACTION OR SUCH ACTION SHALL BE BARRED. NO PREVIOUS COURSE OF DEALING SHALL BE ADMISSIBLE TO EXPLAIN, MODIFY, OR CONTRADICT THE TERMS OF THIS AGREEMENT.

13.10 Travel May Be Required. The provisions of this Article 13 (whether relating to forum, venue, waiver of jury trial, venue, limitations on damages, prohibition against multiple plaintiff class actions, shortened statute of limitation and/or otherwise) may require you (and as applicable, your Owners and affiliates) to travel to a distant location to resolve an Action, expend additional funds, and/or raise challenges for you (and as applicable, your Owners and affiliates) and/or us in prosecution of Actions. You (and as applicable, your Owners and affiliates) and we view these provisions in the context of a diverse franchise system with both large and small, and sophisticated and unsophisticated participants that requires uniformity and predictability. As such, you (and as applicable, your Owners and affiliates) and we knowingly accept such provisions and limitations as justified by business necessities and representative of a reasonable balance of your and our interests, and those of the system as a whole, and not as unfair or burdensome.

13.11 Definition of Action. The term "Action" as referred to in this Article 13, means any claim, counterclaim, action, proceeding, lawsuit, arbitration, dispute, or controversy, whether in law or in equity, arising from or related to (a) this Agreement; (b) any other agreement between Franchiseeyou (or itsyour Owners and affiliates) and Franchisorus (or itsour affiliates) relating to the Franchised Business; (c) the rights, performance, and obligations of Franchisor and Franchiseethe parties under such agreements; (d) the interpretation, validity, or enforceability of such agreements; (e) the sale of the franchise; or (f) the relationship between Franchisor and Franchisee (and itsus (or our affiliates) and you (or your Owners and affiliates).

#### **ARTICLE 14. ~~Franchisee's~~Franchisee's Representations and Warranties**

In addition to other representations and warranties set forth in this Agreement, you represent, acknowledge, and warrant to us (and you agree that these representations, acknowledgments, and warranties shall survive termination, expiration, or non-renewal of this Agreement) that:

14.1 We make no express or implied warranties or representations that you will achieve any degree of success in the development or operation of the Franchised Business and that success in the development and operation of the Franchised Business depends ultimately on your efforts and abilities and on other factors, including, but not limited to, market and other economic conditions, your financial condition, and competition.

14.2 All information you and your Owners provided to us in connection with your franchise application and our grant of this Franchise is truthful, complete, and accurate,

that all Owners are fully and correctly disclosed, and that you have made no misrepresentations in obtaining the Franchise.

14.3 The Initial Franchise Fee is not refundable unless expressly permitted under the terms of this Agreement.

14.4 We have entered, and will continue to enter, into agreements with other franchisees. The manner in which we enforce our rights and the franchisees' obligations under any of those other agreements shall not affect our ability to enforce our rights or your obligations under this Agreement.

14.5 The person signing this Agreement on behalf of you has full authority to enter into this Agreement and the other agreements contemplated by the parties. Execution of this Agreement or such other agreements by you does not and will not conflict with or interfere with, directly or indirectly, intentionally or otherwise, with the terms of any other agreement with any other third party to which you or any ~~person with an ownership interest in you~~ of your Owners as a party.

14.6 You acknowledge that you have conducted an independent investigation of the business venture contemplated by this ~~agreement~~ Agreement and recognize that it involves business risk and that the success of the venture is largely dependent upon your business abilities. You have not received from us or our affiliates any representation or guarantees of potential sales, expenses, income, profit or loss, other than as contained in the Franchise Disclosure Document that you received for this ~~franchise agreement~~ Agreement. We expressly disclaim the making of such representations outside of the Franchise Disclosure Document. You have not received from us or our affiliates or anyone acting on their behalf any representations other than those contained in the Franchise Disclosure Document that you received with this Agreement as inducements to enter into this Agreement.

14.7. Even though this Agreement contains provisions requiring you to operate the Franchised Business in compliance with the System: (1) We or our affiliates do not have actual or apparent authority to control the day-to-day conduct and operation of your business or employment decisions; and (2) we and you do not intend for us or our affiliates to incur any liability in connection with or arising from any aspect of the System or your use of the System or the operation of the Franchised Business, whether or not in accordance with the requirements of the Brand Standards Manual.

14.8. If you are a corporation, a limited liability company or a partnership, you make the following representations and warranties: (1) you are duly organized and validly existing under the laws of the state of ~~its~~ your formation; (2) you are qualified to do business in the state or states in which the Franchised Business is located; (3) execution of this Agreement and the development and operation of the Franchised Business is permitted by ~~its~~ your governing documents; and (4) your Articles of Incorporation, Articles of Organization, or written partnership agreement shall at all

times provide that your activities are limited exclusively to the development and operation the Franchised Business.

14.9 If you are a corporation, you shall maintain stop-transfer instructions against the transfer on your records of any voting securities, and each stock certificate of the corporation shall have conspicuously endorsed upon its face the following statement: "Any assignment or transfer of this stock is subject to the restriction imposed on assignment by FLEET FEET, INCORPORATED Franchise Agreement(s) to which the corporation is a party." If you are a limited liability company, each membership or management certificate or other evidence of interest in your company shall have conspicuously endorsed upon its face the following statement: "Any assignment or transfer of an interest in this limited liability company is subject to the restrictions imposed on assignment by the FLEET FEET, INCORPORATED Franchise Agreement(s) to which the limited liability company is a party." If you are a partnership, your written agreement shall provide that ownership of an interest in the partnership is held subject to, and that further assignment or transfer is subject to, all restrictions imposed on assignment by this Agreement.

14.10 You acknowledge that you have read this ~~agreement~~Agreement and the FLEET FEET Franchise Disclosure Document and that you understand and accept the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain our standards of quality and service and the uniformity of those standards at all FLEET FEET retail stores and thereby to protect and preserve the goodwill of the marks and the System.

14.11 You acknowledge that we have advised you to seek independent counsel to review this franchise offering and to advise you in connection with it.

14.12 You acknowledge that, in all your dealings with our owners, officers, directors, employees, and representatives, these individuals act only in their representative capacity and not in an individual capacity. You acknowledge that this Agreement and all business dealings between you and these individuals as a result of this Agreement are solely between you and us. Notwithstanding the foregoing, if we engage any broker, that broker ~~will~~shall be solely liable for its conduct with you except that we will remain liable for the broker's conduct solely to the extent of our own criminal, intentional, or grossly negligent conduct in engaging the broker.

## **ARTICLE 15. Miscellaneous Provisions**

15.1 "You"—More Than One Individual. If you consist of two (2) or more individuals, or a general partnership, such individuals/partners shall be jointly and severally liable, and references to you in this Agreement ~~shall include~~includes all such individuals. Upon any effective assignment of your interest in this Agreement, any and all reference herein to you shall, unless the context otherwise requires, mean and refer to such assignee.

15.2 "You"—Business Entity. If you consist of a corporation, limited liability company, limited partnership, limited liability partnership or the like, the entity shall designate one

or more individuals to receive training and to accept responsibility for communications with us. Personal guaranties of obligations to us will be required of, and the provisions concerning assignment ~~will~~shall apply to, all beneficial Owners and their spouses. Upon any effective assignment of your interest in this Agreement, any and all reference herein to you shall, unless the context otherwise requires, mean and refer to such assignee.

**15.3 Relationship Between Parties.** The relationship between the parties is that of independent contractors. No partnership, joint venture, or relationship of principal and agent is intended to be formed hereby. This Agreement does not create a fiduciary relationship between the parties. Neither we nor any of our affiliates is the employer or joint employer of any of the employees of the Franchised Business. You shall~~may~~ not pledge our credit or bind us to any obligations. You shall hold yourself out to the public as an independent contractor by, without limitation: (i) clearly identifying yourself in all dealings with third parties as a franchised, independently owned and operated entity, including on all public records, checks, stationery, contracts, receipts, marketing materials, envelopes, letterhead, business cards, employment applications, and other employment documents, invoices and other communications, electronic or otherwise; and (ii) displaying a sign at the Premises so as to be clearly visible to the general public indicating that the Franchised Business is independently owned and operated as a franchised business.

**15.4 Paragraph Headings.** Paragraph headings are for convenience of reference only and shall not be construed as part of this Agreement nor ~~shall~~do they limit or define the meaning of any provision herein.

**15.5 Invalidity and Severability.** Each provision of this Agreement shall be construed as independent of, and severable from, every other provision of this Agreement. The invalidity or unenforceability of any one or more provisions of this Agreement shall in no way affect any other provision of this Agreement. If any provision of this Agreement shall~~is~~ determined to be invalid or unenforceable, either in its entirety or by virtue of its scope or application to a given circumstance, the parties agree that such provision shall be deemed interpreted and/or modified to the minimum extent necessary to render the same valid, or as not applicable to given circumstances, or to be excised from this Agreement, as the situation may require, and this Agreement shall be construed and enforced as if such provisions have been included herein as so modified in scope or application, or had not been included herein, as the case may be, it being the stated intention of the parties that had they known of such invalidity or unenforceability at the time of entering into this Agreement, they would have nevertheless contracted upon the terms contained herein, either excluding such provisions or including such provisions only to the maximum scope and application permitted by law, as the case may be. Each party reserves the right to challenge any law, rule, or judicial or other construction which would have the effect of varying or rendering ineffective any provision of this Agreement.

**15.6 Notices.** Except as otherwise provided in this Agreement, all acceptances, approvals, notices, requests, demands and other communications required or permitted

to be given or made under this Agreement shall be in writing and shall be given (i) by personal delivery<sup>7.1</sup>; (ii) by registered or certified mail, return receipt requested, postage prepared<sup>7.1</sup>; or (iii) by delivery to a nationally recognized overnight courier service, in each case, addressed as follows: (1) if intended for us, addressed to our address listed on the Summary Pages; and (2) if intended for you, and your Franchised Business is not yet operating as of the time this Agreement is executed, the notice address listed on the Summary Pages; or, if intended for you, and your Franchised Business has opened, the address of the Accepted Location.

Notice shall be deemed given and effective upon the first to occur of (a) receipt, (b) when proper delivery is refused, or (c) two (2) days after deposit in registered or certified U.S. Mail as described above. Any notice that gives the sender evidence of delivery, rejected delivery, or delivery that is not possible because the recipient moved and left no forwarding address ~~will~~shall be deemed to have been given at the date and time of receipt, rejection, and/or attempted delivery.

Additionally, we may provide the notice described in this section by email or other electronic system to (~~ax~~) the email address set forth in the Summary Pages, (~~by~~) the email address we have approved or provided for you to use for the Franchised Business, or (~~ez~~) another electronic account that we have approved or provided for you to use for the Franchised Business. Such email and electronic notices shall be deemed given and effective upon the day on which the email was sent, unless we receive notice of rejected delivery by the email account or other electronic account.

You acknowledge and agree that exchanging information with us by email is efficient and desirable for day-to-day communications, and you and we may utilize email for such communications. You expressly authorize the transmission of email by us and our employees, vendors, and affiliates ("Official Senders") to you during the Initial Term or Renewal Term. You further agree that: (i) Official Senders are authorized to send emails to those of your employees whom you occasionally authorize for the purpose of communicating with us; (ii) you will cause your officers, directors, and employees to give their consent to Official Senders' transmission of emails to them; (iii) you will require each such person not to opt out or otherwise ask to no longer receive emails from Official Senders while such person works for or is affiliated with you or the Franchised Business; and (iv) you will not opt out or otherwise ask to no longer receive emails from Official Senders during the Initial Term or Renewal Term.

15.7 Entire Agreement/Amendments. This Agreement, the Summary Pages, the exhibits and attachments attached hereto<sup>1</sup>, and the documents referred to herein shall be construed together and constitute the entire, full<sup>1</sup>, and a complete agreement between you and us concerning the subject matter hereof, and ~~it shall supersede this Agreement~~ supersedes any and all prior and existing agreements, representations (including, unless otherwise agreed upon by the parties, the representations of any franchise sellers), or understandings, either oral or in writing, between the parties hereto with respect to the subject matter hereof; there are no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein except as contained in the Franchise Disclosure Document. No

amendment, oral agreement, or variance from this Agreement shall be binding on any party unless set forth in writing and executed by all parties. However, this agreement ~~shall~~does not waive, release or extinguish any debt, obligation, or liability of you to us which accrued immediately prior to the execution and delivery of this Agreement nor ~~shall~~does this Agreement cancel any credit owed by us to you at ~~said~~such time, nor ~~shall it~~does this Agreement abrogate or impair any understandings or approvals relating to plans and specifications for the Accepted Location or the equipment and opening inventory to be installed or placed therein. Nothing contained herein shall affect or relate to any agreement or understanding of the parties relating to any store location other than the one described in the Summary Pages of this Agreement. Nothing in this Agreement or in any related agreement is intended to disclaim any representations we made in the Franchise Disclosure Document. Notwithstanding anything in this Section 15.7 to the contrary, the Franchise Agreement shall automatically be amended if a Franchise Agreement change proposed by us is subsequently agreed to by ~~seventy~~seventy-five percent (75%) of the then-current franchisees.

15.8 Binding Effect. Subject to all the provisions of Article 10,– above, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto (including the parties whose signatures follow your and our signatures) and their respective heirs, executors, administrators, personal representative, successors and assigns.

15.9 Counterparts. This Agreement may be executed in any number of counterparts and sent and/or signed electronically, each of which ~~will~~shall be deemed an original but all of which taken together ~~will~~shall constitute one and the same instrument.

15.10 Evolving Agreements. Over time we have entered, and will continue to enter, into agreements with other franchisees that may contain provisions, conditions and obligations that differ from those contained in this Agreement. The existence of different forms of agreement and the fact that we and other franchisees may have different rights and obligations does not affect the parties' duty to comply with the terms of this ~~agreement~~Agreement. We have the unrestricted right to elect to not enforce (or to selectively enforce) any provision of this Agreement or any other agreement, standard or policy, whether with respect to you and/or any other franchisee or other person, or any affiliate of ours or a franchisee.

15.11 Assignment Agreement. You and we ~~shall~~agree to execute and be bound by the provisions of the Internet, Social Media, Email Addresses, and Telephone Assignment attached as Attachment 3.

15.12 Business Judgment; Covenant of Good Faith. Various provisions of this Agreement specify certain matters that are within our discretion or judgment or are otherwise to be determined unilaterally by us. If the exercise of our discretion or judgment as to any such matters is subsequently challenged, the parties to this Agreement expressly direct the trier of fact that our reliance on a business reason in the exercise of our discretion or judgment is to be viewed as a reasonable and proper exercise of our discretion or judgment, ~~with~~without regard to whether other reasons for our decision may exist and without regard to whether the trier of fact would

independently accord the same weight to the business reason. No covenant of good faith and fair dealing shall be implied into this Agreement, except that if applicable law shall imply such a covenant in this Agreement, we and you agree that such covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement. Additionally, if applicable law shall imply such a covenant, you agree that (a) this Agreement grants us the discretion to make decisions, take actions, and refrain from taking actions not inconsistent with our explicit rights and obligations hereunder that may favorably or adversely affect your interests; (b) we will use our judgment in exercising such discretion based on our assessment of our own interests and balancing those interests against the interests of you and other franchisees within the system generally; and (c) we will have no liability to you for the exercise of our sole discretion, so long as such discretion is not exercised in bad faith toward you; and (d) in absence of such bad faith, no trier of fact in any legal action shall substitute its judgment for our judgment so exercised.

15.13 Security Interest. You hereby grant us and our affiliates a security interest in and to (i) all leasehold improvements, fixtures, furnishings and equipment, inventory, supplies and vehicles located at or used in connection with the Franchised Business, now or hereafter acquired by you, together ~~will with~~ (ii) all accounts, payment intangibles, attachments, accessories, additions, substitutions, and replacements; (iii) all cash and non-cash proceeds derived from insurance or the disposition of the assets; (iv) all your rights to use the Marks ~~and~~; (v) all rights granted, owned, or licensed to you under this Agreement for the use of the Marks; and (vi) all other rights granted, owned, or licensed to you under this Agreement to secure payment and performance of all debts, liabilities, and obligations of any kind, whenever and however incurred, from you to us. You hereby authorize us and our affiliates to prepare and file all Uniform Commercial Code (and comparable) financing statements and other documents necessary or desirable to evidence, perfect, and continue the priority of this security interest under the Uniform Commercial Code wherever applicable. Neither you nor any Owner shall pledge, mortgage, encumber, or grant a security interest in the Franchised Business, or in this Agreement or any of your assets, or any ownership interest in you without our prior written consent, which consent will not be unreasonably withheld.

15.14 Final Act. The last signature applied to this Agreement shall be the signature of one of our officers at our headquarters in North Carolina. The Agreement shall not be binding on us until signed by us.

15.15. Our Representations and Warranties. We and our affiliates, and our and their respective representatives, make no warranty with respect to any products, services, equipment, supplies, or other items we approve, supply, or require you to purchase or use. We and our affiliates, and our and their respective representatives, expressly disclaim all warranties, express and implied, including implied warranties of merchantability and fitness for a particular purpose, with respect to any such products, equipment, supplies, or other approved items. In addition, we make no warranty as to your ability to operate the Franchised Business in the jurisdiction in which your Franchised Business will be operated. You must seek or obtain advice of counsel

specifically on this issue. If legislation is enacted, or a regulation promulgated, by any governmental body that prevents you from operating the Franchised Business, we are not liable for damages nor required to indemnify you in any manner whatsoever or to return any monies received from you.

15.16 Survival. In the event of expiration, termination, or non-renewal of this Agreement, you ~~will~~shall remain liable for your obligations pursuant to this Agreement or any other agreement between you and us or our affiliates that expressly or by their nature survive the expiration, termination, or non-renewal of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly entered into this Franchise Agreement and hereby incorporate by reference the terms contained on the Summary Pages:

**FOR OHIO RESIDENTS AND FRANCHISEES WITH TERRITORIES AND/OR LOCATIONS IN OHIO:** You, the purchaser, may cancel this transaction at any time prior to midnight of the fifth business day after the date you sign this agreement. See the attached notice of cancellation for an explanation of this right.

**FOR CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN RESIDENTS AND/OR FRANCHISEES WITH TERRITORIES AND/OR ACCEPTED LOCATIONS THEREIN:** No statement, questionnaire, or acknowledgement signed or agreed to by 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 Franchisor, any franchise seller, or any other person acting on Franchisor's behalf. This provision supersedes any other term of any document executed in connection with the franchise.

**FRANCHISOR:**

FLEET FEET, INCORPORATED

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FRANCHISEE:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## ATTACHMENT 1 SITE SELECTION ADDENDUM

FLEET FEET, INCORPORATED, a North Carolina corporation ("Franchisor"), and \_\_\_\_\_ ("Franchisee") have this day entered into a FLEET FEET Franchise Agreement ("Franchise Agreement") and desire to supplement its terms as set out below in this Site Selection Addendum ("Addendum"). The parties hereto agree as follows:

1. **Time to Locate Site:** Within one hundred eighty (180) days after the Effective Date of the Franchise Agreement ~~(as defined herein)~~, Franchisee shall acquire or lease, at Franchisee's expense, commercial real estate that is properly zoned for the use of the business to be conducted by Franchisee under the Franchise Agreement ~~(and the~~ "Franchised Business") at a site accepted by Franchisor as hereinafter provided. The Franchised Business will be located at a location accepted by Franchisor in the target trade area ("Target Area") listed on the signature page. Failure by Franchisee to acquire or lease a site for the Franchised Business within the time required in Section 1 hereof shall constitute a default under Article 11 of the Franchise Agreement and under this Addendum, and Franchisor, in its sole discretion, may terminate the Franchise Agreement and this Addendum pursuant to the terms of Article 11 of the Franchise Agreement.

2. **Site Selection Assistance:** At Franchisor's option, Franchisor may provide Franchisee with leasing guidelines ("Leasing Guidelines") to assist Franchisee in its site selection. If Leasing Guidelines are provided, Franchisee must follow the Leasing Guidelines.

3. **Site Selection Package Submission and Acceptance:** Franchisee shall submit to Franchisor, in the form specified by Franchisor, a copy of the site plan and such other information or materials as Franchisor may reasonably require, together with an option contract, letter of intent, or other evidence satisfactory to Franchisor which confirms Franchisee's favorable prospects for obtaining the site. Franchisor shall have fifteen (15) days after receipt of such information and materials from Franchisee to accept or reject, in its sole discretion, the proposed site as the location for the Franchised Business. In the event Franchisor does not reject a proposed site by written notice to Franchisee within ~~said such~~ fifteen (15) ~~days such day period~~, the proposed site shall be deemed accepted by Franchisor. If Franchisor and Franchisee cannot agree on a site for the Franchised Business within six (6) months, then, upon your receiving a written request from Franchisee within ten (10) days after the 6-month period expires, Franchisor will terminate the Franchise Agreement, and, provided Franchisee signs Franchisor's form mutual termination agreement, which includes a general release, Franchisor will refund fifty percent (50%) of Franchisee's first installment of the initial franchise fee.

4. **Lease Responsibilities:** Within thirty (30) days of site acceptance by Franchisor, Franchisee shall sign a lease which shall be coterminous with the Franchise Agreement, or a binding agreement to purchase the site. Franchisor may condition its acceptance of any lease on execution of the Collateral Assignment of Lease.

5. **Site Evaluation Services:** Franchisor shall have the right, but not the obligation, to perform any on-site evaluation as Franchisor may deem advisable. If on-site evaluation is deemed necessary and appropriate by Franchisor (on its own initiative or at Franchisee's request) for any Franchised Business to be established, Franchisee shall reimburse Franchisor for all reasonable expenses incurred by Franchisor in connection with such on-site evaluation, including, without limitation, the cost of travel, lodging, and meals for Franchisor's employees or agents conducting the on-site evaluation.

6. **Accepted Location:** After the location for the Franchised Business is accepted by Franchisor pursuant to Sections 1 and 3 hereof and leased or acquired by Franchisee pursuant to Section 4 hereof, the location shall constitute the Accepted Location described in the Franchise Agreement. The Accepted Location shall be specified on Exhibit 1 hereto, which shall become a part of the Franchise Agreement and this Site Selection Addendum.

7. **Controlling:** This Site Selection Addendum shall be considered an integral part of the Franchise Agreement between the parties hereto, and the terms of this Site Selection Addendum shall be controlling with respect to the subject matter hereof. Except as modified or supplemented by this Site Selection Addendum, the terms of the Franchise Agreement are hereby ratified and confirmed.

Target Area for location of Franchisee business is

\_\_\_\_\_.

IN WITNESS WHEREOF, each party hereto has caused its duly authorized representative to duly sign and deliver this Site Selection Addendum on the date first ~~above~~ written above.

**FRANCHISOR:**

**FRANCHISEE:**

FLEET FEET, INCORPORATED

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT 1 TO SITE SELECTION ADDENDUM  
ACCEPTED LOCATION AND FRANCHISE TERRITORY**

1. Territory: The Territory as referred to in Section 4.6 of the Franchise Agreement will be a \_\_\_\_-mile radius from the following Accepted Location:

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IN WITNESS WHEREOF, each party hereto has caused its duly authorized representative to duly sign and deliver this Exhibit 1 to the Site Selection Addendum on the date first ~~above~~-written above.

**FRANCHISOR:**

**FRANCHISEE:**

FLEET FEET, INCORPORATED

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By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



**ATTACHMENT 2**  
**PERSONAL GUARANTY AND AGREEMENT TO BE BOUND PERSONALLY BY THE**  
**TERMS AND CONDITIONS OF THE FRANCHISE AGREEMENT**

In consideration of the execution of the Franchise Agreement, (together with any revisions, modifications, and amendments thereto, the "Agreement") between FLEET FEET, INCORPORATED, a North Carolina corporation ("Franchisor"), and \_\_\_\_\_ ("Franchisee") dated of even date herewith, the undersigned (each a "Guarantor"), for themselves, their heirs, successors, and assigns, do jointly, individually, and severally hereby become surety and guarantor for the payment of all amounts and the performance of the covenants, terms, and conditions in the Agreement, to be paid, kept and performed by the Franchisee.

A. Except for those designated as "Spouse" and not "Owner" in the signature block below, each Guarantor, individually and jointly, hereby agree to be personally bound by each and every condition and term contained in the Agreement, including but not limited to the non-compete, non-solicitation, dispute resolution, and indemnification provisions, and agree that this Personal Guaranty will be construed as though each Guarantor and each of its heirs, successors, and assigns executed an agreement containing the identical terms and conditions of the Agreement. If a Guarantor is an Owner, Guarantor hereby (1) makes all representations of, and (2) accepts and agrees to comply with all obligations of, owners, shareholders, members, and partners of the Franchisee as set forth in the Agreement.

B. Each Guarantor's liability under this Personal Guaranty shall be direct, immediate, and independent of the liability of, and shall be joint and several with, Franchisee and, as applicable, any other guarantors of Franchisee. Each Guarantor shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so. Franchisor may proceed against each Guarantor and Franchisee jointly and severally, or Franchisor may, at its option, proceed against any Guarantor, without having commenced any action, or having obtained any judgment against Franchisee. Each Guarantor agrees to pay all reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempt to collect amounts due pursuant to this Personal Guaranty or any negotiations relative to the obligations hereby guaranteed or in enforcing this Personal Guaranty against any Guarantor. This Personal Guaranty is enforceable by and against the respective administrators, executors, heirs, successors, and assigns of each Guarantor, and the death of any Guarantor will not terminate the liability of such Guarantor or limit the liability of other Guarantors hereunder.

C. Each Guarantor consents and agrees that: (1) each Guarantor's liability will not be contingent or conditioned upon Franchisor's pursuit of any remedies against the Franchisee or any other person; (2) such liability will not be diminished, relieved or otherwise affected by the Franchisee's insolvency, bankruptcy or reorganization, the invalidity, illegality or unenforceability of all or any part of the Agreement, or the amendment or extension of the Agreement with or without notice to any or all Guarantors; (3) any liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may grant to Franchisee or to any other person, including 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, which shall be continuing and irrevocable; and (4) this Personal Guaranty shall apply in all modifications to the Agreement of any nature agreed to by Franchisee with or without any Guarantor receiving notice thereof.

D. If Franchisor enforces this Personal Guaranty in a judicial proceeding and prevails in that proceeding, Franchisor shall be entitled to reimbursement from each Guarantor of Franchisor's costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', and expert witness fees; costs of investigation and proof of facts; court costs; other litigation expenses; and travel and living expenses, whether incurred before, in preparation for, or in contemplation of the filing of any such proceeding. If Franchisor must engage legal counsel in connection with any Guarantor's failure to comply with this Personal Guaranty, the Guarantors must reimburse Franchisor for any of the above-listed costs and expenses incurred by Franchisor, even if Franchisor does not commence a legal proceeding.

DE. Each Guarantor waives: (1) notice of demand for payment of any indebtedness or on performance of any obligations hereby guaranteed; (2) protest and notice of default to any party respecting the indebtedness or nonperformance of any obligations hereby guaranteed; (3) any right he/she may have to require that an action be brought against the Franchisee or any other person as a condition of liability; (4) the defense of the statute of limitations in any action hereunder or for the collection of any indebtedness or the performance of any obligation hereby guaranteed; and (5) notice of any changes permitted by the terms of the Agreement or agreed to by the Franchisee.

EE. Each Guarantor agrees that the provisions, covenants and conditions of this Personal Guaranty will inure to the benefit of Franchisor's successors and assigns.

FG. This Personal Guaranty shall be governed by the choice of law and dispute resolution provisions set forth in the Agreement.

**PERSONAL GUARANTORS:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Owner or Spouse: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Owner or Spouse: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT 3**  
**INTERNET, SOCIAL MEDIA, EMAIL ADDRESSES,**  
**AND TELEPHONE ASSIGNMENT**

This Assignment Agreement ("Assignment") is made, and entered into, between FLEET FEET, INCORPORATED, a North Carolina corporation ("Franchisor"), and the undersigned FLEET FEET Franchisee ("Franchisee"). All initially capitalized terms not otherwise defined herein shall have the meanings set forth in the Franchise Agreement.

A. Franchisor has developed a unique system for the establishment and operation of retail stores selling specialty running and fitness merchandise, training programs, and services;

B. Franchisor and Franchisee have entered into a Franchise Agreement dated \_\_\_\_\_ ("Franchise Agreement"), pursuant to which Franchisee was granted the right to operate a FLEET FEET franchised business ( "Franchised Business"); and

C. It is the desire of and in the best interests of Franchisor and the System that in the event the Franchise Agreement terminates, expires, or is not renewed, the Online Presences, telephone numbers, telephone directory listings, email addresses, internet addresses, and social media accounts used by Franchisee in connection with the operation of its ~~FLEET FEET franchised business~~ Franchised Business are assigned to Franchisor.

NOW THEREFORE, in consideration of the foregoing and Franchisor agreeing to enter into the Franchise Agreement, Franchisor and Franchisee agree as follows:

1. Franchisee hereby agrees to assign to Franchisor: (i) those certain telephone numbers and regular, classified, or other telephone directory listings used by Franchisee in connection with operating the ~~FLEET FEET franchised business~~ Franchised Business, including any personal or other cellphone numbers used in connection with the ~~franchised business~~ Franchised Business; (ii) all ~~e-mail~~ email addresses that use the Marks or that are used by Franchisee in connection with the operation of the Franchised Business; (iii) any Online Presence ~~(as that term is defined in the Franchise Agreement)~~ which uses the Marks, which Franchisee uses in connection with the operation of the Franchised Business, or which Franchisee has been permitted by Franchisor to create; and (iv) all rights, title, and interest in the content of any Online Presence, whether now-existing or adopted by Franchisee in the future (collectively, the "Listings").

2. This Assignment is for collateral purposes only and, except as specified herein, Franchisor will have no liability or obligation of any kind whatsoever arising from or in connection with Franchisee's use of the Listings unless and until Franchisor notifies the telephone company, listing agencies, internet service providers, or other

parties that provide the Listings (collectively, the "Providers") to effectuate the assignment pursuant to the terms hereof.

3. Upon termination, expiration, or nonrenewal of the Franchise Agreement (without renewal or extension), Franchisor will have the right and is hereby empowered to effectuate the assignment of the Listings to itself or to any third party it designates. In the event Franchisor exercises its assignment rights, Franchisee will have no further right, title, or interest in the Listings; provided, however, Franchisee will pay all amounts owed in connection with the Listings, including all sums owed to Franchisor, Franchisor's affiliates, or Franchisor's approved suppliers under existing contracts for the Listings and immediately, at the Franchisor's request, (i) take any other action as may be necessary to transfer the Listings to the Franchisor or Franchisor's designated agent; (ii) install and maintain, at Franchisee's sole expense, an intercept message, in a form and manner acceptable to Franchisor on any or all of the Listings; (iii) disconnect, cancel, delete, remove, or discontinue the Listings; (iv) relist any Listing in a different location or with a new provider, whether published or online; (v) modify the Listing and any content in the Listing; (vi) provide all login or other access credentials to the Listings; and/or (vii) cooperate with Franchisor or its designated agent in undertaking any or all of the foregoing.

4. Franchisee appoints Franchisor as Franchisee's attorney-in-fact, to act in Franchisee's place, for the purpose of assigning any Listings covered by the Assignment to Franchisor or Franchisor's designated agent or taking any other actions required of Franchisee under this Agreement. Franchisee grants Franchisor full authority to act in any manner proper or necessary to the exercise of the foregoing powers, including full power of substitution and execution or completion of any documents required or requested by any Provider to transfer or modify such Listings, and Franchisee ratifies every act that Franchisor may lawfully perform in exercising those powers. This power of attorney shall be effective for a period of two (2) years from the date of expiration, termination, or nonrenewal of Franchisee's rights under the Franchise Agreement for any reason. Franchisee intends that this power of attorney be coupled with an interest. Franchisee declares this power of attorney to be irrevocable and renounces all rights to revoke it or to appoint another person to perform the acts referred to in this instrument. This power of attorney shall not be affected by the subsequent incapacity of Franchisee. This power is created to secure performance of a duty to Franchisor and is for consideration.

5. The parties agree that the Providers may accept Franchisor's written direction, the Franchise Agreement, or this Assignment as conclusive proof of Franchisor's exclusive rights in and to the Listings upon such termination, expiration, or nonrenewal of the Franchise Agreement and that such assignment shall be made automatically and effective immediately upon a Provider's receipt of such notice from Franchisor or Franchisee. The parties further agree that if ~~the Providers require~~ any Provider requires that the parties execute ~~the Providers'~~ such Provider's assignment forms or other documentation at the time of termination, expiration, or nonrenewal of the Franchise Agreement, Franchisor's execution of such forms or documentation on behalf of Franchisee shall effectuate Franchisee's consent and agreement to the

assignment. The parties agree that at any time after the date hereof they will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the assignment described herein upon termination, expiration, or non-renewal of the Franchise Agreement.

6. The validity, construction, and performance of this Assignment is governed by the laws of the State in which Franchisor is located. All agreements, covenants, representations, and warranties made in this ~~Agreement~~Assignment survive the signing of this ~~Agreement~~Assignment. All Franchisor's rights inure to Franchisor's benefit and to the benefit of Franchisor's successors and assigns.

Agreed to \_\_\_\_\_.

**FRANCHISOR:**

**FRANCHISEE:**

FLEET FEET, INCORPORATED

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT 4**  
**NONDISCLOSURE AND NONCOMPETITION AGREEMENT**

This Nondisclosure and Noncompetition Agreement ("Agreement") is made and entered into as of \_\_\_\_\_ ("Effective Date") by and between FLEET FEET, INCORPORATED, a North Carolina corporation ("Franchisor"), located at 310 East Main Street, Suite 200, Carrboro, NC 27510 and \_\_\_\_\_ ("Associate"), who reside(s) at \_\_\_\_\_. All initially capitalized terms not otherwise defined herein shall have the meanings set forth in the Franchise Agreement.

**RECITALS**

A. Franchisor is engaged in the business of selling franchises for the operation of retail stores selling specialty running and fitness merchandise, training programs, and services ("Franchised ~~Business~~Businesses"). The Franchised Businesses are operated under the ~~Franchisor's~~Franchisor's trademark "FLEET FEET" and other service marks, trademarks, logo types, architectural designs, trade dress, and other commercial symbols (collectively, "Marks");

B. The Franchisor has developed methods for establishing, operating, and promoting Franchised Businesses pursuant to the ~~Franchisor's~~Franchisor's distinctive system of doing business, Marks, and Confidential Information (as defined below) and such Confidential Information as may be further developed from time to time by the Franchisor;

C. The Franchisor and its affiliates have established substantial goodwill and an excellent reputation with respect to the quality of the system of doing business and the products and services available, which goodwill and reputation have been and will continue to be of major benefit to the Franchisor;

D. Associate desires to become involved with \_\_\_\_\_ ("Franchisee") in the capacity of an officer, partner, director, agent, manager, employee or as a beneficial owner of ~~the~~a Franchised Business operated by Franchisee (the "Franchised Business"), or is an immediate family member or domestic partner of a principal owning ~~at~~the Franchised Business, and will become privileged as to certain Confidential Information. Associate may or may not have signed the Franchise Agreement or Personal Guaranty form; and

E. Associate and the Franchisor have reached an understanding with regard to nondisclosure by Associate of Confidential Information and with respect to unfair competition by Associate with the Franchisor and other franchisees of the Franchisor. Associate agrees to the terms of this Agreement as partial consideration for the ~~Franchisor's~~Franchisor's willingness to allow Associate to engage in a business relationship with Franchisor or a Franchisee of the Franchisor using the Confidential Information.

NOW THEREFORE, in consideration of the foregoing, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Associate and the Franchisor, intending legally to be bound, agree as follows:

1. Definitions.

~~(a) "Accepted Location" shall have the meaning defined in the Franchise Agreement.~~

(a) ~~(b)~~ "Competitive Business" as used in this Agreement means any business venture or commercial activity that:

- (i) receives 40% or more of its gross revenue from the sale of athletic shoes, athletic apparel, and/or athletic accessories; or
- (ii) receives 25% or more of its gross revenue from the sale of athletic shoes; or
- (iii) receives at least 10% of its gross revenue from the sale of brands sold by the Franchised Business or other FLEET FEET stores; or
- (iv) offers a running training program or race promotion services; or
- (v) receives 50% or more of its gross revenue from the sale of athletic shoes, athletic apparel, ~~athletic~~ and accessories; casual shoes, apparel, and accessories; athletic or fitness training services; race promotion services; one or more of the same brands sold by Franchised Businesses; and/or related products and services offered by Franchised Businesses whether operated directly or through franchises or licenses granted to others to operate.

(b) ~~(c)~~ "Confidential Information" ~~shall mean~~ means without limitation, information, not generally known to the public, in any form, relating to the Franchised Business and its operations, including but not limited to: (i) all trade secrets of the Franchised Business; (ii) all knowledge, know-how, standards, methods, and procedures related to the establishment and operation of the Franchised Business ~~not generally known to the public;~~; (iii) all records pertaining to customers, suppliers, and other service providers of, and/or related in any way to, the Franchised Business (such as all names, addresses, phone numbers, ~~e-mail~~ and email addresses for customers and suppliers; customer purchase records; and mail lists); (iv) all customer fit data; (v) product catalogs; (vi) training manuals and materials; (vii) price lists; (viii) business forms; (ix) accounting procedures; (x) inventory systems; (xi) distribution procedures and manufacturing methods; (xii) electronic code, designs, marketing materials and reports, and business, sales, and marketing strategies; (xiii) financial information; (xiv) databases; (xv) training materials; (xvi) knowledge of the ~~franchise system~~ System; and any other data and information that Franchisor or its affiliates designate as confidential, including all information contained in the Brand Standards Manual.

(c) ~~(d)~~—“Franchise Agreement” ~~shall mean~~means the franchise agreement between Franchisor and Franchisee, dated as of the same date hereof as amended or renewed from time to time.

(d) ~~(e)~~—“Restrictive Period” ~~shall mean~~means a period of two (2) years that begins the earlier of (i) the date of termination, expiration, or non-renewal of the Franchise Agreement, regardless of the reason for such termination, expiration, or non-renewal, or (ii) the date Associate’s association with Franchisee or the Franchised Business ends for any reason, including but not limited to, divorce, separation, sale, termination, or transfer.

(e) ~~(f)~~—“Restrictive Territory” ~~shall mean~~means:

(i) An area which is within a twenty-five (25) mile radius of:

(A) The Accepted Location as of the first date of the Restrictive Period (including at the Accepted Location), or

(B) The location of any other FLEET FEET location owned by Franchisor or its affiliates or franchisees as of the first date of the Restrictive Period (including at those locations); or

(ii) Only in the event the foregoing is determined by a court of law to be too broad,

(A) The Territory as of the first date of the Restrictive Period (including at the Accepted Location); or

(B) The territories in which Franchisor or its affiliates or any of Franchisor’s ~~franchisee~~franchisees operate any FLEET FEET businesses or locations as of the first date of the Restrictive Period (including at the business locations); or

(iii) Only in the event the foregoing is determined by a court of law to be too broad, the Territory as of the first date of the Restrictive Period (including at the Accepted Location); or

(iv) Only in the event the foregoing is determined by a court of law to be too broad, at the Accepted Location as of the first date of the Restrictive Period.

(f) ~~(g)~~—“Term” ~~shall mean~~means mean the period from the Effective Date to the first date of the Restrictive Period.

~~(h) "Territory" shall have the meaning assigned to the defined term Territory in the Franchise Agreement.~~

2. Confidential Information. Associate and the Franchisor acknowledge that ~~the any~~ Confidential Information ~~that are~~ developed and utilized in connection with the operation of the Franchised Business is unique and the exclusive property of the Franchisor or its affiliates. Associate acknowledges that any unauthorized disclosure or use of the Confidential Information would be wrongful and would cause irreparable injury and harm to the Franchisor or its affiliates. Associate further acknowledges that the Franchisor or its affiliates has expended a great amount of effort and money in obtaining and developing the Confidential Information, that the Franchisor or its affiliates has taken numerous precautions to guard the secrecy of the Confidential Information, and that it would be very costly for competitors to acquire or duplicate the Confidential Information.

3. Nondisclosure of Confidential Information. During the Term and for all periods after the Term, Associate shall not at any time, publish, disclose, divulge, or in any manner communicate to any person, firm, corporation, association, partnership, or any other entity whatsoever or use, for its own benefit or for the benefit of any person, firm, corporation, or other entity other than for the use of the Franchisor or the Franchised Business, any of the Confidential Information of the Franchisor or its affiliates.

4. In-Term Covenant Against Unfair Competition. Associate acknowledges it will receive valuable, specialized training and Confidential Information regarding the production, operational, sales, promotional, and marketing methods of the FLEET FEET businesses that Franchisor has developed through monetary and other resource expenditures that provide competitive advantages to Franchisor's System. During the Term, Associate will not, without Franchisor's prior written consent, for themselves, or through, on behalf of, or in conjunction with any other person or entity:

(i) own, manage, engage in, be employed by, advise, make loans to, or have any other interest in, as a partner, owner, officer, executive, managerial employee, director, sales person, or consultant for, or offer or grant franchises or licenses for, any Competitive Business; or

(ii) perform any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

5. Post-Term Covenant Against Unfair Competition. Associate covenants and agrees that during the Restrictive Period Associate ~~shall~~will not, within the Restrictive Territory, engage in any of the following:

(i) Engage in any Competitive Business as a franchisee or licensee;  
or

(ii) Franchise or license any Competitive Business; or

(iii) Engage in any Competitive Business as an employee, owner, officer, director, manager, consultant, lender, or independent contractor in any capacity which directly competes with the work Associate performed during the Term within one (1) year of the Restrictive Period; or

(iv) Engage in any Competitive Business as an employee, owner, manager, consultant, lender, or independent contractor in any capacity in which Associate would be in a position to use or disclose Confidential Information; or

(v) Become interested in any such Competitive Business as an owner, partner, shareholder, member, director, officer, consultant, lender, or principal; provided, that the purchase of a publicly traded security of a corporation engaged in such business or service shall not in itself be deemed violative of this Section 5(v) so long as Associate does not own themselves or through their spouses or partners more than one percent (1%) of the securities of such corporation.

6. Injunction. Associate hereby acknowledges and agrees that in the event of any breach or threatened breach of this Agreement, the Franchisor shall be authorized and entitled to seek, from any court of competent jurisdiction, preliminary and permanent injunctive relief in addition to any other rights or remedies to which the Franchisor may be entitled. Associate agrees that the Franchisor may obtain such injunctive relief, without posting a bond or bonds totaling five hundred dollars (\$500) or more, but upon due notice, and ~~Associate's~~Associate's sole remedy in the event of the entry of such injunctive relief shall be dissolution of such injunctive relief, if warranted, upon a hearing duly had; provided, however, that all claims for damages by reason of the wrongful issuance of any such injunction are hereby expressly waived by Associate.

7. Reasonableness of Restrictions. Associate acknowledges and agrees that the restrictions set forth in this Agreement are reasonable and necessary for the protection of the Confidential Information and that any violation of this Agreement would cause substantial and irreparable injury to Franchisor, and that Franchisor would not have entered into a business relationship with Associate or the Franchisee or enter into this Agreement or the Franchise Agreement without receiving ~~Associate's~~Associate's unrestricted promise to preserve the confidentiality of the Confidential Information. In any litigation concerning the entry of any requested injunction against Associate, Associate, for value, voluntarily waives such defenses as Associate might otherwise have under the law of the jurisdiction in which the matter is being litigated relating to any claimed "prior breach" on the part of the Franchisor; it being specifically understood and agreed between the parties that no action or lack of action on the part of the Franchisor will entitle or permit Associate to disclose any such Confidential Information in any circumstances. The parties agree that the foregoing covenants contained herein contain reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect Franchisor's goodwill or our other business interest and the provisions do not prevent Associate from earning a living. Associate agrees that the scope of activities prohibited in this Agreement, and the length of the term and

geographical restrictions in this Agreement, are necessary to protect the legitimate business interests and are fair and reasonable and are not the result of overreaching, duress, or coercion of any kind. Associate's full, uninhibited, and faithful observance of each of the covenants in this Agreement will not cause any undue hardship, financial or otherwise. Enforcement of each of the covenants in this Agreement will not impair Associate's ability to obtain employment commensurate with Associate's abilities or on terms fully acceptable to Associate or otherwise to obtain income required for the comfortable support of Associate and Associate's family, and the satisfaction of the needs of all of Associate's creditors. Associate's special knowledge of a retail shoe and apparel business (and anyone acquiring this knowledge through Associate) is such as it would cause Franchisor serious injury and loss if Associate (or anyone acquiring this knowledge through Associate) were to use this knowledge to the benefit of a competitor or were to compete with Franchisor. In the event of any violation of the provisions of this Agreement, Associate agrees that the post-termination restriction contained herein shall be extended by a period of time equal to the period of the violation such that the running of the applicable post-termination restriction period shall be tolled during any period of such violation.

8. Effect of Waiver. The waiver by Associate or the Franchisor of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof.

9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Associate and the Franchisor and their respective heirs, executors, representatives, successors, and assigns.

10. Entire Agreement. This instrument contains the entire agreement of Associate and the Franchisor relating to the matters set forth herein. It may not be changed verbally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

11. Governing Law and Dispute Resolution.

(a) If Associate is an owner or guarantor of Franchisee, the governing law and dispute resolution provisions of the Franchise Agreement shall apply to this Agreement.

(b) If Associate is not an owner or guarantor of Franchisee, the following terms apply: This instrument shall be governed by and construed under the laws of the State of North Carolina. In the event of a breach or threatened breach by Associate of this Agreement, Associate hereby irrevocably submits to the jurisdiction of the state and federal courts of North Carolina, and irrevocably agrees that venue for any action or proceeding shall be in the state and federal courts of North Carolina. Both parties waive any objection to the jurisdiction of these courts or to venue in the state and federal courts of North Carolina. Notwithstanding the foregoing, in the event that the laws of the state where Associate resides prohibit the aforesaid designation of jurisdiction and venue, then such other ~~state's~~ state's laws shall control.

12. Severability. If any provision of this Agreement shall be held, declared, or pronounced void, voidable, invalid, unenforceable, or inoperative for any reason, by any court of competent jurisdiction, government authority, or otherwise, such holding, declaration, or pronouncement shall not affect adversely any other provisions of this Agreement that shall otherwise remain in full force and effect.

13. Attorneys' Fees. In any action at law or in equity to enforce any of the provisions or rights under this Agreement, the unsuccessful party in such litigation, as determined by the court in a final judgment or decree, shall pay the successful party or parties all costs, expenses, and reasonable attorneys' fees incurred therein by such party or parties (including without limitation such costs, expenses, and fees ~~on~~ of any appeals), and if such successful party shall recover judgment in any such action or proceeding, such costs, expenses, and attorneys' fees shall be included as part of such judgment.

14. Miscellaneous. Associate is aware that Associate's violation of this Agreement will cause the Franchisor irreparable harm; therefore, Associate acknowledges and agrees that the Franchisor may apply for the issuance of an injunction preventing Associate from violating this Agreement in addition to any other remedies it may have hereunder, at law or in equity; and Associate agrees to pay the Franchisor all the costs ~~it~~Franchisor incurs, including without limitation attorneys' fees, if this Agreement is enforced against Associate. If any part of this Agreement is held invalid by a court or agency having valid jurisdiction, the rest of the Agreement is ~~still~~will remain enforceable and the part held invalid iswill remain enforceable to the extent found reasonable by the court or agency. Associate agrees that all the words and phrases used in this Agreement will have the same meaning as used in the Franchise Agreement or otherwise defined herein. Associate understands Franchisor is not Associate's employer.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first ~~above~~-written above.

**FRANCHISOR:**

**ASSOCIATE**

FLEET FEET, INCORPORATED

\_\_\_\_\_  
[Printed Name]

By: \_\_\_\_\_

\_\_\_\_\_  
[Signed Name]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT 5**  
**NONDISCLOSURE AND NON-SOLICITATION AGREEMENT**

This Nondisclosure and Non-Solicitation Agreement ("Agreement") is made and entered into as of \_\_\_\_\_ ("Effective Date") by and between FLEET FEET, INCORPORATED, a North Carolina corporation ("Franchisor"), located at 310 East Main Street, Suite 200, Carrboro, NC 27510 and \_\_\_\_\_ ("Associate"), who reside(s) at \_\_\_\_\_. All initially capitalized terms not otherwise defined herein shall have the meanings set forth in the Franchise Agreement.

**RECITALS**

A. Franchisor is engaged in the business of selling franchises for the operation of retail stores selling specialty running and fitness merchandise, training programs, and services ("Franchised ~~Business~~Businesses"). The Franchised Businesses are operated under the ~~Franchisor's~~Franchisor's trademark "FLEET FEET" and other service marks, trademarks, logo types, architectural designs, trade dress and other commercial symbols (collectively, "Marks");

B. The Franchisor has developed methods for establishing, operating and promoting Franchised Businesses pursuant to the ~~Franchisor's~~Franchisor's distinctive system of doing business, Marks, and Confidential Information (as defined below) and such Confidential Information as may be further developed from time to time by the Franchisor;

C. The Franchisor and its affiliates have established substantial goodwill and an excellent reputation with respect to the quality of the system of doing business and the products and services available, which goodwill and reputation have been and will continue to be of major benefit to the Franchisor;

D. Associate desires to become involved with Franchisee in the capacity of an officer, partner, director, agent, manager, employee or as a beneficial owner of ~~the~~a Franchised Business operated by Franchisee (the "Franchised Business"), or is an immediate family member or domestic partner of a principal owning ~~at~~the Franchised Business, and will become privileged as to certain Confidential Information. Associate may or may not have signed the Franchise Agreement or Personal Guaranty form; and

E. Associate and the Franchisor have reached an understanding with regard to nondisclosure by Associate of Confidential Information and with respect to the solicitation of customers and suppliers by Associate. Associate agrees to the terms of this Agreement as partial consideration for the ~~Franchisor's~~Franchisor's willingness to allow Associate to engage in a business relationship with Franchisor or a Franchisee of the Franchisor using the Confidential Information.

NOW THEREFORE, in consideration of the foregoing, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Associate and the Franchisor, intending legally to be bound, agree as follows:

1. Definitions.

~~(a) "Accepted Location" shall have the meaning defined in the Franchise Agreement.~~

(a) ~~(b)~~ "Competitive Business" as used in this Agreement means any business ~~venture~~ or commercial activity that:

- (i) receives 40% or more of its gross revenue from the sale of athletic shoes, athletic apparel, and/or athletic accessories; or
- (ii) receives 25% or more of its gross revenue from the sale of athletic shoes; or
- (iii) receives at least 10% of its gross revenue from the sale of brands sold by the Franchised Business or other FLEET FEET stores; or
- (iv) offers a running training program or race promotion services; or
- (v) receives 50% or more of its gross revenue from the sale of athletic shoes, athletic apparel, ~~athletic~~ and accessories; casual shoes, apparel, and accessories; athletic or fitness training services; race promotion services; one or more of the same brands sold by Franchised Businesses; and/or related products and services offered by Franchised Businesses whether operated directly or through franchises or licenses granted to others to operate.

(b) ~~(c)~~ "Confidential Information" ~~shall mean~~ means without limitation, information, not generally known to the public, in any form, relating to the Franchised Business and its operations, including but not limited to: (i) all trade secrets of the Franchised Business; (ii) all knowledge, know-how, standards, methods, and procedures related to the establishment and operation of the Franchised Business ~~not generally known to the public;~~; (iii) all records pertaining to customers, suppliers, and other service providers of, and/or related in any way to, the Franchised Business (such as all names, addresses, phone numbers, ~~e-mail~~ and email addresses for customers and suppliers; customer purchase records; and mail lists); (iv) all customer fit data; (v) product catalogs; (vi) training manuals and materials; (vii) price lists; (viii) business forms; (ix) accounting procedures; (x) inventory systems; (xi) distribution procedures and manufacturing methods; (xii) electronic code, designs, marketing materials and reports, and business, sales, and marketing strategies; (xiii) financial information; (xiv) databases; (xv) training materials; (xvi) knowledge of the ~~franchise system~~ System; and any other data and information that Franchisor or its affiliates designate as confidential, including all information contained in the Brand Standards Manual.

(c) ~~(d)~~ “Franchise Agreement” ~~shall mean~~ means the franchise agreement between Franchisor and \_\_\_\_\_ (“Franchisee”) dated as of the same date hereof as amended or renewed from time to time.

(d) ~~(e)~~ “Restrictive Period” ~~shall mean~~ means a period of two (2) years that begins the earlier of (i) the date of termination, expiration, or non-renewal of the Franchise Agreement, regardless of the reason for such termination, expiration, or non-renewal, or (ii) the date Associate’s association with Franchisee or the Franchised Business ends for any reason, including but not limited to, divorce, separation, sale, termination, or transfer.

(e) ~~(f)~~ “Restrictive Territory” ~~shall mean~~ means:

(i) An area which is within a twenty-five (25) mile radius of:

(A) The Accepted Location as of the first date of the Restrictive Period (including at the Accepted Location), or

() The location of any other FLEET FEET location owned by Franchisor or its affiliates or franchisees as of the first date of the Restrictive Period (including at those locations); or

(ii) Only in the event the foregoing is determined by a court of law to be too broad,

(A) The Territory as of the first date of the Restrictive Period (including at the Accepted Location); or

(B) The territories in which Franchisor or its affiliates or any of Franchisor’s ~~franchisee~~ franchisees operate any FLEET FEET businesses or locations as of the first date of the Restrictive Period (including at the business locations); or

(iii) Only in the event the foregoing is determined by a court of law to be too broad, the Territory as of the first date of the Restrictive Period (including at the Accepted Location); or

(iv) Only in the event the foregoing is determined by a court of law to be too broad, at the Accepted Location as of the first date of the Restrictive Period.

(f) ~~(g)~~ “Term” ~~shall mean~~ means the period from the Effective Date to the first date of the Restrictive Period.

~~(h) "Territory" shall have the meaning assigned to the defined term Territory in the Franchise Agreement.~~

2. Confidential Information. Associate and the Franchisor acknowledge that ~~the~~any Confidential Information ~~that are~~ developed and utilized in connection with the operation of the Franchised Business is unique and the exclusive property of the Franchisor or its affiliates. Associate acknowledges that any unauthorized disclosure or use of the Confidential Information would be wrongful and would cause irreparable injury and harm to the Franchisor or its affiliates. Associate further acknowledges that the Franchisor or its affiliates has expended a great amount of effort and money in obtaining and developing the Confidential Information, that the Franchisor or its affiliates has taken numerous precautions to guard the secrecy of the Confidential Information, and that it would be very costly for competitors to acquire or duplicate the Confidential Information.

3. Nondisclosure of Confidential Information. During the Term and for all periods after the Term, Associate shall not at any time, publish, disclose, divulge, or in any manner communicate to any person, firm, corporation, association, partnership, or any other entity whatsoever or use, for its own benefit or for the benefit of any person, firm, corporation, or other entity other than for the use of the Franchisor or the Franchised Business, any of the Confidential Information of the Franchisor or its affiliates.

4. In-Term Covenant Against Solicitation. During the Term, Associate will not, without Franchisor's prior written consent, for themselves, or through, on behalf of, or in conjunction with any other person or entity:

(i) solicit, divert, or attempt to solicit or divert, any business or customer to any Competitive Business; or

(ii) use any supplier relationship established through Associate's association with Franchisor or Franchisee for any purpose other than to purchase supplies, products, equipment, merchandise, or services for use or retail sale in the Franchised Business; or

(iii) solicit, divert, or attempt to solicit or divert, any supplier that has done business with the Franchised Business to cease providing supplies, products, equipment, merchandise, or services to FLEET FEET businesses.

5. Post-Term Covenant Against Solicitation. Associate covenants and agrees that during the Restrictive Period Associate shall not, within the Restrictive Territory, engage in any of the following:

(i) Solicit, divert, or attempt to solicit or divert, to any Competitive Business any business or customer located within the Restrictive Territory with whom Franchisee or its Owners had any business relationship as of the Restrictive Period or within one (1) year preceding the Restrictive Period; or

(ii) Solicit, divert, or attempt to solicit or divert, to any Competitive Business any business or customer located within the Restrictive Territory with whom Franchisor, any of Franchisor's affiliates owning or supplying FLEET FEET locations, or any FLEET FEET franchisees or franchise owners, had any business relationship as of first date of the Restrictive Period or within one (1) year preceding the Restrictive Period; or

(iii) solicit, divert, or attempt to solicit or divert, any supplier that has done business with the Franchised Business as of the Restrictive Period or within one (1) year preceding the Restrictive Period to provide supplies, products, equipment, merchandise, or services to a Competitive Business or to cease providing supplies, products, equipment, merchandise, or services to FLEET FEET businesses.

6. Injunction. Associate hereby acknowledges and agrees that in the event of any breach or threatened breach of this Agreement, the Franchisor shall be authorized and entitled to seek, from any court of competent jurisdiction, preliminary and permanent injunctive relief in addition to any other rights or remedies to which the Franchisor may be entitled. Associate agrees that the Franchisor may obtain such injunctive relief, without posting a bond or bonds totaling five hundred dollars (\$500) or more, but upon due notice, and ~~Associate's~~Associate's sole remedy in the event of the entry of such injunctive relief shall be dissolution of such injunctive relief, if warranted, upon a hearing duly had; provided, however, that all claims for damages by reason of the wrongful issuance of any such injunction are hereby expressly waived by Associate.

7. Reasonableness of Restrictions. Associate acknowledges and agrees that the restrictions set forth in this Agreement are reasonable and necessary for the protection of the Confidential Information and that any violation of this Agreement would cause substantial and irreparable injury to Franchisor, and that Franchisor would not have entered into a business relationship with Associate or the Franchisee or enter into this Agreement or the Franchise Agreement without receiving ~~Associate's~~Associate's unrestricted promise to preserve the confidentiality of the Confidential Information. In any litigation concerning the entry of any requested injunction against Associate, Associate, for value, voluntarily waives such defenses as Associate might otherwise have under the law of the jurisdiction in which the matter is being litigated relating to any claimed "prior breach" on the part of the Franchisor; it being specifically understood and agreed between the parties that no action or lack of action on the part of the Franchisor will entitle or permit Associate to disclose any such Confidential Information in any circumstances. The parties agree that the foregoing covenants contained herein contain reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect Franchisor's goodwill or our other business interest and the provisions do not prevent Associate from earning a living. Associate agrees that the scope of activities prohibited in this Agreement, and the length of the term and geographical restrictions in this Agreement, are necessary to protect the legitimate business interests and are fair and reasonable and are not the result of overreaching, duress, or coercion of any kind. Associate's full, uninhibited, and faithful observance of

each of the covenants in this Agreement will not cause any undue hardship, financial or otherwise. Enforcement of each of the covenants in this Agreement will not impair Associate's ability to obtain employment commensurate with Associate's abilities or on terms fully acceptable to Associate or otherwise to obtain income required for the comfortable support of Associate and Associate's family, and the satisfaction of the needs of all of Associate's creditors. Associate's special knowledge of a retail shoe and apparel business (and anyone acquiring this knowledge through Associate) is such as it would cause Franchisor serious injury and loss if Associate (or anyone acquiring this knowledge through Associate) were to use this knowledge to the benefit of a competitor or were to compete with Franchisor. In the event of any violation of the provisions of this agreement, Associate agrees that the post-termination restriction contained herein shall be extended by a period of time equal to the period of the violation such that the running of the applicable post-termination restriction period shall be tolled during any period of such violation.

8. Effect of Waiver. The waiver by Associate or the Franchisor of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof.

9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Associate and the Franchisor and their respective heirs, executors, representatives, successors, and assigns.

10. Entire Agreement. This instrument contains the entire agreement of Associate and the Franchisor relating to the matters set forth herein. It may not be changed verbally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

11. Governing Law and Dispute Resolution.

(a) If Associate is an owner or guarantor of Franchisee, the governing law and dispute resolution provisions of the Franchise Agreement shall apply to this Agreement.

(b) If Associate is not an owner or guarantor of Franchisee, the following terms apply: This instrument shall be governed by and construed under the laws of the State of North Carolina. In the event of a breach or threatened breach by Associate of this Agreement, Associate hereby irrevocably submits to the jurisdiction of the state and federal courts of North Carolina, and irrevocably agrees that venue for any action or proceeding shall be in the state and federal courts of North Carolina. Both parties waive any objection to the jurisdiction of these courts or to venue in the state and federal courts of North Carolina. Notwithstanding the foregoing, in the event that the laws of the state where Associate resides prohibit the aforesaid designation of jurisdiction and venue, then such other ~~state's~~ state's laws shall control.

12. Severability. If any provision of this Agreement shall be held, declared or pronounced void, voidable, invalid, unenforceable, or inoperative for any reason, by any court of competent jurisdiction, government authority, or otherwise, such holding,

declaration, or pronouncement shall not affect adversely any other provisions of this Agreement that shall otherwise remain in full force and effect.

13. Attorneys' Fees. In any action at law or in equity to enforce any of the provisions or rights under this Agreement, the unsuccessful party in such litigation, as determined by the court in a final judgment or decree, shall pay the successful party or parties all costs, expenses, and reasonable attorneys' fees incurred therein by such party or parties (including without limitation such costs, expenses, and fees ~~on~~ of any appeals), and if such successful party shall recover judgment in any such action or proceeding, such costs, expenses, and attorneys' fees shall be included as part of such judgment.

14. Miscellaneous. Associate is aware that Associate's violation of this Agreement will cause the Franchisor irreparable harm; therefore, Associate acknowledges and agrees that the Franchisor may apply for the issuance of an injunction preventing Associate from violating this Agreement in addition to any other remedies it may have hereunder, at law or in equity; and Associate agrees to pay the Franchisor all the costs ~~it~~ Franchisor incurs, including without limitation attorneys' fees, if this Agreement is enforced against Associate. If any part of this Agreement is held invalid by a court or agency having valid jurisdiction, the rest of the Agreement ~~is still~~ will remain enforceable and the part held invalid ~~is~~ will remain enforceable to the extent found reasonable by the court or agency. Associate agrees that all the words and phrases used in this Agreement will have the same meaning as used in the Franchise Agreement or otherwise defined herein. Associate understands Franchisor is not Associate's employer.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first ~~above~~ written above.

**FRANCHISOR:**

**ASSOCIATE**

FLEET FEET, INCORPORATED

\_\_\_\_\_  
[Printed Name]

By: \_\_\_\_\_

\_\_\_\_\_  
[Signed Name]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT 6**  
**COLLATERAL ASSIGNMENT OF LEASE**

FOR VALUE RECEIVED, the undersigned ("Assignor") hereby assigns and transfers to FLEET FEET, INCORPORATED—(, a North Carolina corporation ("Assignee"), all of Assignor's right, title, and interest as tenant in, to, and under that certain lease between \_\_\_\_\_ and \_\_\_\_\_ and \_\_\_\_\_ dated \_\_\_\_\_ ("Lease") respecting premises commonly known as \_\_\_\_\_ ("Premises").

This Collateral Assignment of Lease ("Assignment") is for collateral purposes only, and except as specified herein, Assignee has no liability or obligation of any kind whatsoever arising from or in connection with this Assignment or Lease unless: (i) Assignee provides express, written notice to both Assignor and the ~~landlord~~ lessor of the Premises under the Lease that Assignee is assuming all of Assignor's rights, title, and interest under the Lease pursuant to this Assignment; and (ii) Assignee takes possession of the Premises demised by the Lease pursuant to the terms hereof, and assumes the obligations of Assignor thereunder.

Assignor represents and warrants to Assignee that it has full power and authority to ~~so~~ assign the Lease and its interest therein, and that Assignor has not previously assigned or transferred, and is not obligated to assign or transfer, any of its interest in the Lease or the premises demised thereby.

Upon a default by Assignor under the Lease or under the franchise agreement for a Franchised Business between Assignee and Assignor ("Franchise Agreement"), or in the event of a default by Assignor under any document or instrument securing the Franchise Agreement, or upon expiration or termination of the Franchise Agreement or this Assignment, Assignee has the right, personally or by its agents or attorneys, and is hereby empowered to (i) take possession of the Premises, together with all furniture, fixtures, inventory, books, records, papers, and accounts of the Assignor; ~~and~~ (ii) expel Assignor therefrom; ~~and~~, in such event, Assignor will have no further right, title, or interest in the Lease. Assignor hereby authorizes the ~~Lessor~~ lessor to disclose to Assignee, upon its request, sales and other information furnished to the ~~Lessor~~ lessor by Assignor.

This Assignment governs and controls over any conflicting provisions in the Lease. In any action or dispute, at law or in equity, that may arise under or otherwise relate to this Assignment, the prevailing party will be entitled to recover its attorneys' fees, costs, and expenses relating to any trial or appeal (including, without limitation, paralegal fees) or arbitration or bankruptcy proceeding from the non-prevailing party.

Assignor agrees that it will not suffer or permit any surrender, termination, amendment, or modification of the Lease without the prior written consent of Assignee.

Throughout the term of the Franchise Agreement and any renewals thereto, Assignor agrees that it must elect and exercise all options to extend the term of or renew the Lease not less than one hundred twenty (120) days prior to the last day that the option must be exercised, unless Assignee otherwise agrees in writing. If Assignee does not otherwise agree in writing, and upon failure of Assignor to ~~so~~ elect to extend or renew the Lease as ~~aforesaid~~ required by this Assignment, Assignor hereby appoints Assignee as its true and lawful attorney-in-fact to exercise such extension or renewal options in the name, place, and stead of Assignor for the purpose of effecting such extension or renewal.

FRANCHISEE:

\_\_\_\_\_

FRANCHISOR:

FLEET FEET, INCORPORATED

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledged by:

[~~Landlord~~ Lessor]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT B-1

### LIST OF CURRENT FRANCHISEES

List Compiled March 20, 2026

\*\* Indicates a franchisee who departed the system between December 31, 2025 (the end of our last fiscal year) and March 20, 2026 (the date this list was compiled); because these franchisees were still current franchisees as of the end of the last fiscal year, they will not be included on Exhibit B-2 until 2027.

\*\*\* Indicates a franchisee who has signed a franchise agreement but was not open as of December 31, ~~2024~~2025 or who signed between January 1, ~~2025~~2026 and ~~February 15, 2025~~March 20, 2026.

| Store Name                           | Name                                                 | Address                       |                  | City               | State                 | Zip          | Phone                                    |
|--------------------------------------|------------------------------------------------------|-------------------------------|------------------|--------------------|-----------------------|--------------|------------------------------------------|
| Birmingham AL                        | Jay Middleton                                        | 3060 Healthy Way              | Suite 100        | Birmingham         | AL                    | 35243        | 205.970.6620                             |
| Huntsville AL                        | Suzanne Swift                                        | 2722 Carl T Jones Drive SE    | Suite B2         | Huntsville         | AL                    | 35802        | 256.650.7063                             |
| Madison AL                           | Suzanne Swift                                        | 181 Hughes Rd                 | Suite 17         | Madison            | AL                    | 35758        | 256.870.4100                             |
| Mobile AL                            | Marjorie Rockwell                                    | 3972 Airport Blvd             |                  | Mobile             | AL                    | 36608        | 251.461.6701                             |
| Montgomery AL                        | Hardy Sellers & Quinn Millington                     | 8107 Vaughn Rd                |                  | Montgomery         | AL                    | 36116        | 334-356-7271                             |
| Tuscaloosa AL                        | Henry Carpenter                                      | 2218 University Blvd          | Unit B           | Tuscaloosa         | AL                    | 35401        | 205.331.4130                             |
| Little Rock AR                       | Noelle & Sean Coughlan                               | 11525 Cantrell Road           | Suite 206        | Little Rock        | AR                    | 72212        | 501.221.0017                             |
| Oro Valley AZ                        | Anne Stancil                                         | 7607 N. Oracle Road           | Suite 121        | Oro Valley         | AZ                    | 85704        | 520.219.2323                             |
| Prescott AZ***                       | Steven & Billy Preston                               | 122 N Cortez                  | Suite 100        | Prescott           | AZ                    | 86301        | <del>928.247.3673</del><br>6928.247.6736 |
| <u>Queen Creek AZ</u>                | <u>Tom Debole</u>                                    | <u>20062 S Ellsworth Rd.</u>  | <u>Suite 107</u> | <u>Queen Creek</u> | <u>AZ</u>             | <u>85142</u> | <u>919.338.7830</u>                      |
| Tanque Verde AZ                      | Anne Stancil                                         | 7301 E. Tanque Verde Road     | Suite 151        | Tucson             | AZ                    | 85715        | 520.886.7800                             |
| Queen Creek AZ                       | Tom Debole                                           | 20062 S Ellsworth Rd,         | Suite 107        | Queen Creek        | AZ                    | 85142        | 919.338.7830                             |
| Brentwood CA                         | Fernando Martinez Jr.                                | 6061 Lone Tree Way            | Suite H          | Brentwood          | CA                    | 94513        | 925.306.0830                             |
| Burbank CA                           | Colin Klein                                          | 1516 W. Magnolia Blvd.        |                  | Burbank            | CA                    | 91506        | 818.238.9522                             |
| Chico CA                             | Kristina & Paul Smith, Carol Esparza                 | 241 Main Street               |                  | Chico              | CA                    | 95928        | 530.345.1000                             |
| <u>El Segundo CA***</u>              | <u>Garry &amp; Sherry Kirkland</u>                   | <u>TBD</u>                    |                  | <u>TBD</u>         | <u>CA</u>             | <u>TBD</u>   | <u>703.286.9881</u>                      |
| Encino CA                            | Colin Klein                                          | 16545 Ventura Blvd.           |                  | Encino             | CA                    | 91436        | 818.986.8686                             |
| Folsom CA**                          | Will Roxburgh                                        | 6610 Folsom-Auburn Rd         | Suite 9          | Folsom             | CA                    | 95630        | 916.965.8326                             |
| Fresno CA                            | Aaron & Andrea Samansky                              | 9447 North Fort Washington Rd | Suite 106        | Fresno             | CA                    | 93720        | 559.433.6750                             |
| Laguna Niguel CA                     | Kerri & Vinny Marchionni                             | 32341 Golden Lantern Street   |                  | Laguna Niguel      | CA                    | 92677        | 949.481.6491                             |
| <u>Long Beach CA</u>                 | <u>Guy &amp; Maria Herr</u>                          | <u>4101 McGowen St</u>        | <u>Suite 145</u> | <u>Long Beach</u>  | <u>CA</u>             | <u>90808</u> | <u>562.425.0800</u>                      |
| Menlo Park CA                        | Jim Gothers & Lisa Taggart                           | 859 Santa Cruz Avenue         |                  | Menlo Park         | CA                    | 94025        | 650.325.9432                             |
| Modesto CA                           | Donovan Wallace                                      | 1427 Standiford Avenue        |                  | Modesto            | CA                    | 95350        | 209.549.9323                             |
| Rancho Cucamonga CA                  | Dave & Eva Armijo                                    | 7233 Haven Avenue             | Suite A          | Rancho Cucamonga   | CA                    | 91701        | 909.477.3338                             |
| Redding CA                           | Jennifer & Harley Wettemann                          | 1376 Hilltop Drive            |                  | Redding            | CA                    | 96003        | 530.226.0600                             |
| Roseville CA**                       | Will Roxburgh                                        | 1850 Douglas Blvd.            | Suite 418        | Roseville          | CA                    | 95661        | 916.783.4558                             |
| San Diego CA                         | Kevin & Todd Lachenmyer                              | 5980 Village Way              | Suite 108        | San Diego          | CA                    | 92130        | 858.793.5335                             |
| Santa Rosa CA                        | <del>Rhonda Roman</del> Wade & Julie Pannell         | 720 Third Street              |                  | Santa Rosa         | CA                    | 95401        | 707.569.1494                             |
| Stockton CA                          | Alicia Farnsworth                                    | 265 Lincoln Center            |                  | Stockton           | CA                    | 95207        | 209.952.1446                             |
| Vacaville CA                         | Carol Gilpin                                         | 354 Merchant Street           |                  | Vacaville          | CA                    | 95688        | 707.449.9266                             |
| <u>Southern Grand Junction CO***</u> | <u>Guy &amp; Maria Herr</u> Scott & Stephanie Alread | TBD                           |                  | TBD                | <u>CA</u><br><u>O</u> | TBD          | <del>949.842.686</del><br>4585.203.4015  |
| <u>Glastonbury CT***</u>             | <u>Dave &amp; Fernanda Jacobs</u>                    | <u>63 Hebron Avenue</u>       |                  | <u>Glastonbury</u> | <u>CT</u>             | <u>06033</u> | <u>860.430.6712</u>                      |
| Hartford CT                          | Fernanda & Dave Jacobs                               | 1003 B Farmington Avenue      |                  | West Hartford      | CT                    | 06107        | 860.233.8077                             |
| Westport CT                          | Dave & Lynn Wright                                   | 633 Post Rd. East             |                  | Westport           | CT                    | 06880        | 203.557.3608                             |
| Adams Morgan DC                      | Shawn & Kim Fenty                                    | 1841 Columbia Road NW         |                  | Washington         | DC                    | 20009        | 202.387.3888                             |
| Fort Myers FL                        | Brian and Janene Urichko                             | 13499 S. Cleveland Ave        | Suite 209        | Fort Myers         | FL                    | 33907        | 239.985.0041                             |
| Inlet Beach FL                       | Misty & Jeff Ehret                                   | 11299 US-98 C-104             |                  | Inlet Beach        | FL                    | 32461        | 850-641-0070                             |

|                            |                                                          |                                   |                  |                          |           |              |                     |
|----------------------------|----------------------------------------------------------|-----------------------------------|------------------|--------------------------|-----------|--------------|---------------------|
| <u>Jacksonville FL</u>     | <u>Michelle Fogle</u>                                    | <u>8081 Phillips Hwy</u>          | <u>Suite 4</u>   | <u>Jacksonville</u>      | <u>FL</u> | <u>32256</u> | <u>614.458.8419</u> |
| Maitland FL                | Stacey & Eric Bartos                                     | 120 Independence Lane             | Suite D          | Maitland                 | FL        | 32751        | 407.772.2233        |
| <u>Coconut Grove FL***</u> | <u>Pablo &amp; Susan Martinez</u>                        | <u>3855 Grand Avenue</u>          |                  | <u>Miami</u>             | <u>FL</u> | <u>33133</u> | <u>305.454.9240</u> |
| Miami FL                   | Pablo & Susan Martinez                                   | 13713 SW 152 St                   |                  | Miami                    | FL        | 33177        | 786.980.7758        |
| New Smyrna Beach FL        | Stacey & Eric Bartos                                     | 433 Canal Street                  |                  | New Smyrna Beach         | FL        | 32168        | 386.444.6044        |
| <u>North Miami FL</u>      | <u>Pablo &amp; Susan Martinez</u>                        | <u>1666 NE Miami Gardens Dr</u>   |                  | <u>North Miami Beach</u> | <u>FL</u> | <u>33179</u> | <u>305.454.9240</u> |
| SoDo FL                    | Stacey & Eric Bartos                                     | 25 W. Crystal Lake St             |                  | Orlando                  | FL        | 32806        | 407.930.6056        |
| <u>Panama City FL</u>      | <u>Misty &amp; Jeff Ehret</u>                            | <u>950 Promenade St</u>           |                  | <u>Panama City</u>       | <u>FL</u> | <u>32405</u> | <u>448.232.3663</u> |
| Pensacola FL               | Marjorie Rockwell                                        | 236 W Garden St                   |                  | Pensacola                | FL        | 32502        | 251.367.6650        |
| Port St Lucie              | Edgar & Carolyn Perkins                                  | 11586 SW Village Parkway          |                  | Port St Lucie            | FL        | 34987        | 772.340.3440        |
| Sarasota FL                | David & Molly Jackson                                    | 711 S. Osprey Avenue              | Suite 1          | Sarasota                 | FL        | 34239        | 941.894.3338        |
| Stuart FL                  | Edgar & Carolyn Perkins                                  | 2440 NW Federal Hwy               |                  | Stuart                   | FL        | 34994        | 772.232.9225        |
| <u>Jupiter FL***</u>       | <u>Robert K. Stanners</u>                                | <u>165 North US Highway 1</u>     |                  | <u>Tequesta</u>          | <u>FL</u> | <u>33469</u> | <u>760.419.5006</u> |
| The Villages FL            | Matt & Michelle Mang                                     | 315 Colony Blvd                   |                  | The Villages             | FL        | 32162        | 352.350.6462        |
| <u>FL***</u>               | <u>Robert Stanners</u>                                   | <u>TBD</u>                        |                  | <u>TBD</u>               | <u>FL</u> | <u>TBD</u>   | <u>860.391.4022</u> |
| Athens GA                  | Dustin Shinholser                                        | 1694 South Lumpkin Street         |                  | Athens                   | GA        | 30606        | 706.207.5054        |
| Augusta GA                 | Michael McCauley                                         | 229 Furys Ferry Road              | Suite 107        | Augusta                  | GA        | 30907        | 706.922.9860        |
| <b>Canton GA</b>           | <b>Art Picus</b>                                         | <b>1451 Riverstone Parkway</b>    | <b>Suite 100</b> | <b>Canton</b>            | <b>GA</b> | <b>30114</b> | <b>770.224.9562</b> |
| Columbus Uptown GA         | John Teeple & Reggie Luther                              | 1200 Broadway                     |                  | Columbus                 | GA        | 31901        | 706.322.2786        |
| Johns Creek GA             | Joe Braley                                               | 9700 Medlock Bridge Rd            | Suite 124        | Johns Creek              | GA        | 30097        | 678.475.1555        |
| Lawrenceville GA           | Joe Braley                                               | 145 N Perry Street                |                  | Lawrenceville            | GA        | 30046        | 770.338.2996        |
| <b>Oconee GA</b>           | <b>Dustin Shinholser</b>                                 | <b>2061 Experiment Station Rd</b> | <b>Suite 403</b> | <b>Watkinsville</b>      | <b>GA</b> | <b>30677</b> | <b>706.310.4028</b> |
| Pooler GA                  | Mike Nadeau                                              | 1702 Pooler Parkway               | Unit 103         | Pooler                   | GA        | 31322        | 912.988.7927        |
| Savannah GA                | Mike Nadeau                                              | 3405 Waters Ave.                  |                  | Savannah                 | GA        | 31404        | 912.355.3527        |
| <u>Oconee GA</u>           | <u>Dustin Shinholser</u>                                 | <u>2061 Experiment Station Rd</u> | <u>Suite 403</u> | <u>Watkinsville</u>      | <u>GA</u> | <u>30677</u> | <u>706.310.4028</u> |
| Davenport IA               | Jackie & Phil Young                                      | 4257 Elmore Ave                   |                  | Davenport                | IA        | 52807        | 563.355.1231        |
| Des Moines IA              | <b>Andy Jackie &amp; Kathy Roat</b><br><b>Phil Young</b> | 521 East Locust Street            | Suite 100        | Des Moines               | IA        | 50309        | 515.323.3338        |
| Coeur d Alene ID           | Nancy Ulrich & Garth Merrill                             | 511 E. Sherman Ave.               |                  | Coeur d'Alene            | ID        | 83814        | 208.765.7604        |
| Meridian ID                | Alex Mimplitz                                            | 3573 E Longwing Ln                | Suite 105        | Meridian                 | ID        | 83646        | 208.888.0359        |
| Nampa ID                   | Alex Mimplitz                                            | 1850 Caldwell Blvd                | Suite 120        | Nampa                    | ID        | 83651        | 208.546.0768        |
| Algonquin IL***            | Dave & Lisa Zimmer                                       | 121 S Randall Rd                  |                  | Algonquin                | IL        | 60102        | 312.296.9069        |
| Bloomington IL             | Julie Howell                                             | 105 Krispy Kreme Drive            | Suite 5          | Bloomington              | IL        | 61704        | 309.808.3220        |
| Old Town IL                | Dave & Lisa Zimmer                                       | 1706 N. Wells Street              |                  | Chicago                  | IL        | 60614        | 312.587.3338        |
| <u>Lakeview IL</u>         | <u>Dave &amp; Lisa Zimmer</u>                            | <u>3359 N. Southport Ave</u>      |                  | <u>Chicago</u>           | <u>IL</u> | <u>60657</u> | <u>773.281.3338</u> |
| Lincoln Square IL          | Dave & Lisa Zimmer                                       | 4762 N. Lincoln Ave.              |                  | Chicago                  | IL        | 60625        | 773.271.3338        |
| South Loop IL              | Dave & Lisa Zimmer                                       | 150 W. Roosevelt Road             |                  | Chicago                  | IL        | 60605        | 312.788.3338        |
| <b>Lakeview IL</b>         | <b>Dave &amp; Lisa Zimmer</b>                            | <b>3359 N. Southport Ave</b>      |                  | <b>Chicago</b>           | <b>IL</b> | <b>60657</b> | <b>773.281.3338</b> |
| Decatur IL                 | Kyle May                                                 | 1090 West Wood St                 |                  | Decatur                  | IL        | 62522        | 217.330.9904        |
| Deerfield IL               | Dave & Lisa Zimmer                                       | 800 Waukegan Rd                   |                  | Deerfield                | IL        | 60015        | 847.945.2929        |

|                                                   |                                                            |                                                     |                   |                                          |                        |                            |                                            |
|---------------------------------------------------|------------------------------------------------------------|-----------------------------------------------------|-------------------|------------------------------------------|------------------------|----------------------------|--------------------------------------------|
| Elmhurst IL                                       | Dave & Lisa Zimmer                                         | 124 E Schiller Street                               |                   | Elmhurst                                 | IL                     | 60126                      | 630.559.3338                               |
| <u>Libertyville IL***</u>                         | <u>Dave &amp; Lisa Zimmer</u>                              | <u>406 N. Milwaukee Avenue</u>                      |                   | <u>Libertyville</u>                      | <u>IL</u>              | <u>60048</u>               | <u>312.788.3338</u>                        |
| Oak Park IL                                       | Dave & Lisa Zimmer                                         | 102 N. Marion St                                    |                   | Oak Park                                 | IL                     | 60301                      | 708.383.3338                               |
| Rockford IL                                       | Dave & Lisa Zimmer                                         | 1643 North Alpine Rd.                               |                   | Rockford                                 | IL                     | 61107                      | 779.423.1435                               |
| Fort Wayne IN                                     | Kevin & Jeanice Croy                                       | 5661 Coventry Lane                                  |                   | Fort Wayne                               | IN                     | 46804                      | 260.432.3270                               |
| Fort Wayne North IN                               | Kevin & Jeanice Croy                                       | 1549 W Dupont Rd                                    |                   | Fort Wayne                               | IN                     | 46825                      | 260.387-5234                               |
| Schererville IN                                   | Dave & Hollie Eenigenburg                                  | 635 East US Hwy 30                                  |                   | Schererville                             | IN                     | 46375                      | 219.864.1000                               |
| <u>Bowling Green KY</u>                           | <u>Robert Evans</u>                                        | <u>1945 Scottsville Rd</u>                          | <u>Suite A-5</u>  | <u>Bowling Green</u>                     | <u>KY</u>              | <u>TBD</u>                 | <u>270-935-8020</u>                        |
| Lexington KY                                      | Amy Varner                                                 | 4084 Finn Way                                       | Suite 140         | Lexington                                | KY                     | 40517                      | 859.523.4099                               |
| Newport KY                                        | Frank & Stacey DeJulius                                    | 317 Monmouth Street                                 |                   | Newport                                  | KY                     | 41071                      | 859.491.9500                               |
| <u>Bowling Green KY</u><br><u>Covington LA***</u> | <u>Robert Evans</u><br><u>Edina Pou &amp; Steve Walker</u> | <u>1945 Scottsville Rd</u><br><u>206 Lake Drive</u> | <u>Suite A-53</u> | <u>Bowling Green</u><br><u>Covington</u> | <u>KY</u><br><u>LA</u> | <u>TBD</u><br><u>70433</u> | <u>270-935-802</u><br><u>0504.343.6404</u> |
| Lafayette LA                                      | Mary Hays                                                  | 906 Harding Street                                  |                   | Lafayette                                | LA                     | 70503                      | 337.706.8763                               |
| Metairie LA                                       | Edina Pou & Steve Walker                                   | 3020 Severn Avenue                                  |                   | Metairie                                 | LA                     | 70002                      | 504.343.6404                               |
| Monroe LA                                         | Lesley & Matthew Holleman                                  | 1866 Forsythe Ave.                                  |                   | Monroe                                   | LA                     | 71201                      | 318.855.3146                               |
| Annapolis MD                                      | Scott & Marty Broerman                                     | 2572 Solomons Island Rd.                            |                   | Annapolis                                | MD                     | 21401                      | 410.268.6290                               |
| <u>Brunswick ME</u>                               | <u>John Rogers</u>                                         | <u>89 Maine Street</u>                              |                   | <u>Brunswick</u>                         | <u>ME</u>              | <u>04011</u>               | <u>207.721.9299</u>                        |
| <u>Portland ME</u>                                | <u>John Rogers</u>                                         | <u>309 Marginal Way</u>                             |                   | <u>Portland</u>                          | <u>ME</u>              | <u>04103</u>               | <u>297.773.6601</u>                        |
| Minneapolis MN                                    | John Long                                                  | 2312 W 50th Street                                  |                   | Minneapolis                              | MN                     | 55410                      | 612.920.2606                               |
| Chesterfield MO                                   | Eric Johnson                                               | 278 THF Blvd.                                       |                   | Chesterfield                             | MO                     | 63005                      | 855.588.2786                               |
| Columbia MO                                       | Nancy Yaeger                                               | 10 W Nifong Blvd                                    | Suite 113         | Columbia                                 | MO                     | 65203                      | 573.777.6955                               |
| <u>Des Peres MO</u>                               | <u>Eric Johnson</u>                                        | <u>11731 Manchester Road</u>                        |                   | <u>Des Peres</u>                         | <u>MO</u>              | <u>63131</u>               | <u>855.588.2786</u>                        |
| Jefferson City MO                                 | Nancy Yaeger                                               | 2701 W Edgewood                                     | Suite 104         | Jefferson City                           | MO                     | 65109                      | 573.691.5582                               |
| <u>Des Peres MO</u>                               | <u>Eric Johnson</u>                                        | <u>11731 Manchester Road</u>                        |                   | <u>Des Peres</u>                         | <u>MO</u>              | <u>63131</u>               | <u>855.588.2786</u>                        |
| O'Fallon MO                                       | Eric Johnson                                               | 4619 State Highway K                                |                   | <u>O'Fallon</u><br><u>O'Fallon</u>       | MO                     | 63368                      | 855-588-2786                               |
| Springfield MO                                    | Eric Johnson                                               | 1254 E Republic Rd                                  |                   | Springfield                              | MO                     | 65804                      | 417.890.7200                               |
| St. Charles MO                                    | Eric Johnson                                               | 3813 Mexico Road                                    |                   | St. Charles                              | MO                     | 63303                      | 855.588.2786                               |
| South County MO                                   | Eric Johnson                                               | 12494 Tesson Ferry Road                             |                   | St. Louis                                | MO                     | 63128                      | 855.588.2786                               |
| <u>D'Iberville MS***</u>                          | <u>Majorie &amp; Micaiah Rockwell</u>                      | <u>11516 Lamey Bridge Drive</u>                     | <u>Suite B1</u>   | <u>D'Iberville</u>                       | <u>MS</u>              | <u>39540</u>               | <u>251.461.6701</u>                        |
| Flowood MS                                        | Lesley & Matthew Holleman                                  | 153 Ridge Way                                       |                   | Flowood                                  | MS                     | 39232                      | 769.235.4786                               |
| Hattiesburg MS                                    | Chris & Angie Walker                                       | 2902 Hardy St                                       |                   | Hattiesburg                              | MS                     | 39401                      | 769.304.7900                               |
| <u>Oxford MS</u>                                  | <u>Harris Magruder</u>                                     | <u>1925 University Ave</u>                          | <u>Suite B</u>    | <u>Oxford</u>                            | <u>MS</u>              | <u>38655</u>               | <u>662.371.1851</u>                        |
| Jackson MS                                        | Lesley & Matthew Holleman                                  | 500 Hwy 51                                          | Suite Z           | Ridgeland                                | MS                     | 39157                      | 601.899.9696                               |
| <u>Oxford MS</u>                                  | <u>Harris Magruder</u>                                     | <u>1925 University Ave</u>                          | <u>Suite B</u>    | <u>Oxford</u>                            | <u>MS</u>              | <u>38655</u>               | <u>662.371.1851</u>                        |
| Tupelo MS                                         | Harris Magruder                                            | 323 W Main St                                       |                   | Tupelo                                   | MS                     | 38804                      | 662.690.6620                               |
| Burlington NC***                                  | John & Liz Dewey                                           | 3816 Rural Retreat Road                             |                   | Burlington                               | NC                     | 27215                      | 336.350.7371                               |
| Clemmons NC                                       | Keith & Emily Davis                                        | 6339 Jessie Lane                                    |                   | Clemmons                                 | NC                     | 27012                      | 336.293.8860                               |
| Concord NC***                                     | Kristin & Mark Harris                                      | 2420 Herrons Nest Place NW                          |                   | Concord                                  | NC                     | 28027                      | 980.248.1319                               |
| Greensboro NC                                     | John & Liz Dewey                                           | 3731 Lawndale Drive                                 |                   | Greensboro                               | NC                     | 27455                      | 336.288.7071                               |
| Greenville NC                                     | Chris & Kendra Loignon                                     | 709 Greenville Blvd SE                              | Suite 104         | Greenville                               | NC                     | 27858                      | 252.353.3338                               |

## Exhibit B – pagePage 4

|                                                                     |                                                              |                                                |                   |                                     |                        |                              |                                                         |
|---------------------------------------------------------------------|--------------------------------------------------------------|------------------------------------------------|-------------------|-------------------------------------|------------------------|------------------------------|---------------------------------------------------------|
| Hickory NC                                                          | Juliet & Stephen Horan                                       | 3022 North Center St.                          | Suite B           | Hickory                             | NC                     | 28601                        | 828.304.4786                                            |
| High Point NC                                                       | John & Liz Dewey                                             | 2762 Highway 68 North                          | Unit 111          | High Point                          | NC                     | 27265                        | 336.858.5580                                            |
| Huntersville NC                                                     | Kristin & Mark Harris                                        | 16622 Cranlyn Road                             |                   | Huntersville                        | NC                     | 28078                        | 704.896.2202                                            |
| Jacksonville NC***                                                  | Michelle Fogle                                               | TBD                                            |                   | TBD                                 | NC                     | TBD                          | 614.458.8419                                            |
| Morrisville NC                                                      | Bob & Kathy Morris                                           | 3027 Village Market Place                      |                   | Morrisville                         | NC                     | 27560                        | 919.377.8497                                            |
| Raleigh Ridgewood NC                                                | Bob & Kathy Morris                                           | 3524 Wade Avenue                               |                   | Raleigh                             | NC                     | 27607                        | 919.832.8275                                            |
| Raleigh Colonnade NC                                                | Bob & Kathy Morris                                           | 8511 Colonnade Center Drive                    |                   | Raleigh                             | NC                     | 27615                        | 919.977.1516                                            |
| Raleigh Village District                                            | Bob & Kathy Morris                                           | 430 Woodburn Road                              |                   | Raleigh                             | NC                     | 27605                        | 919.828.3487                                            |
| Wilmington NC                                                       | Michelle Fogle                                               | 1125 Military Cutoff Road                      |                   | Wilmington                          | NC                     | 28405                        | 910.239.9410                                            |
| Wilmington Crossroads NC                                            | Michelle Fogle                                               | 3852 Carolina Beach Rd                         | Unit C            | Wilmington                          | NC                     | 28412                        | 910.769.8540                                            |
| Winston-Salem NC                                                    | Keith & Emily Davis                                          | 278 Harvey Street                              |                   | Winston-Salem                       | NC                     | 27103                        | 336.722.8477                                            |
| Lincoln NE                                                          | Lori Borer                                                   | 7701 Pioneers Blvd.                            | Suite 2           | Lincoln                             | NE                     | 68506                        | 402.904.4648                                            |
| Omaha NE                                                            | Lori Borer                                                   | 17660 Wright St                                |                   | Omaha                               | NE                     | 68130                        | 402.884.8800                                            |
| Omaha - Aksarben NE                                                 | Lori Borer                                                   | 6750 Mercy Rd                                  | Suite 105         | Omaha                               | NE                     | 68106                        | 402.884.8800                                            |
| Nashua NH                                                           | BJ & Amy Bottomley                                           | 4 Coliseum Ave                                 | Suite 2           | Nashua                              | NH                     | 03063                        | 603.598.1500                                            |
| Hoboken NJ                                                          | Shawn Marlovits                                              | 604 Washington Street                          |                   | Hoboken                             | NJ                     | 07030                        | 201.533.1200                                            |
| Montclair NJ                                                        | John Fabbro                                                  | 603 Bloomfield Ave.                            |                   | Montclair                           | NJ                     | 07042                        | 973.509.9707                                            |
| <u>Neptune NJ</u>                                                   | <u>Jimmy &amp; Samanta Russomano</u>                         | <u>TBD</u>                                     |                   | <u>TBD</u>                          | <u>NJ</u>              | <u>TBD</u>                   | <u>973.902.7064</u>                                     |
| Albuquerque NM                                                      | Todd Pfeiffer                                                | 5901 Wyoming Blvd NE                           | Suite R           | Albuquerque                         | NM                     | 87109                        | 505.299.8922                                            |
| <u>Albany NY</u><br><u>Albuquerque -</u><br><u>Cottonwood NM***</u> | <u>Charles &amp; Arlene Woodruff</u><br><u>Todd Pfeiffer</u> | <u>155 Wolf Road</u><br><u>3705 Ellison NW</u> |                   | <u>Albany</u><br><u>Albuquerque</u> | <u>NY</u><br><u>NM</u> | <u>12205</u><br><u>87114</u> | <u>518.459.333</u><br><u>8505.299.8922</u>              |
| Buffalo NY                                                          | Boots & Ellen Boutillier                                     | 2290 Delaware Ave.                             | Suite 400         | Buffalo                             | NY                     | 14216                        | 716.332.3501                                            |
| Malta NY                                                            | <u>Charles &amp; Arlene Woodruff</u>                         | <u>37 Kindall Way</u>                          |                   | Malta                               | NY                     | <u>12020</u>                 | <u>518.400.1213</u>                                     |
| Poughkeepsie NY                                                     | Kim Caruso                                                   | 1895 South Rd.                                 |                   | Poughkeepsie                        | NY                     | 12601                        | 845.276.3338                                            |
| Rochester Armory NY                                                 | Boots & Ellen Boutillier                                     | 155 Culver Road                                | Suite 110         | Rochester                           | NY                     | 14620                        | 585.697.3338                                            |
| Victor NY                                                           | Boots & Ellen Boutillier                                     | 237 High Street Ext                            |                   | Victor                              | NY                     | 14564                        | 585.697.3338                                            |
| <u>Youngstown OH</u>                                                | <u>Jody Herzog</u>                                           | <u>1449 Boardman-Canfield Rd</u>               | <u>Suite 250</u>  | <u>Boardman</u>                     | <u>OH</u>              | <u>44512</u>                 | <u>234.287.6122</u>                                     |
| Blue Ash OH                                                         | Frank & Stacey DeJulius                                      | 9525 Kenwood Rd.                               | Suite 42          | Cincinnati                          | OH                     | 45242                        | 513.793.8383                                            |
| Fifty West OH                                                       | Frank & Stacey DeJulius                                      | 7667 Wooster Pike                              |                   | Cincinnati                          | OH                     | 45227                        | <del>513-272-055</del><br><del>55513.272.055</del><br>5 |
| Upper Arlington OH                                                  | Jeff Henderson                                               | 1344 West Lane Ave                             |                   | Columbus                            | OH                     | 43221                        | 614.486.0301                                            |
| Hamilton Quarter OH                                                 | Jeff Henderson                                               | 5792 North Hamilton Rd                         |                   | Columbus                            | OH                     | 43230                        | 614.289.3350                                            |
| Glendale OH                                                         | Frank & Stacey DeJulius                                      | 267 E Sharon Road                              |                   | Glendale                            | OH                     | 45246                        | 513.772.7999                                            |
| Lewis Center OH                                                     | Jeff Henderson                                               | 1270 E. Powell Road                            |                   | Lewis Center                        | OH                     | 43035                        | 614.846.5625                                            |
| Loveland OH                                                         | Frank & Stacey DeJulius                                      | 127 W Loveland Avenue                          |                   | Loveland                            | OH                     | 45140                        | 513.831.2378                                            |
| Northfield OH                                                       | Jody Herzog                                                  | 114 E. Aurora Road                             | Suite 200         | Northfield Center                   | OH                     | 44067                        | 330.908.3234                                            |
| Oakley OH                                                           | Frank & Stacey DeJulius                                      | 3235 Madison Road                              |                   | Oakley                              | OH                     | 45209                        | 513.321.7555                                            |
| Pepper Pike OH                                                      | Jody Herzog                                                  | 30679 Pinetree Road                            |                   | Pepper Pike                         | OH                     | 44124                        | 216.464.3234                                            |
| Strongsville OH                                                     | Jody Herzog                                                  | 13500 Pearl Rd                                 | Suite 131         | Strongsville                        | OH                     | 44136                        | 440.783.1605                                            |
| <u>Toledo OH</u>                                                    | <u>Andria Barlage</u>                                        | <u>3315 W Central Ave</u>                      | <u>Unit A3-50</u> | <u>Toledo</u>                       | <u>OH</u>              | <u>43606</u>                 | <u>419.241.1228</u>                                     |

|                          |                                   |                                     |                       |    |            |                          |
|--------------------------|-----------------------------------|-------------------------------------|-----------------------|----|------------|--------------------------|
| West Chester OH          | Frank & Stacey DeJulius           | 7661 Voice of America Centre Drive  | West Chester          | OH | 45069      | 925.306.0830             |
| Westlake OH              | Jody Herzog                       | 26149 Detroit Road                  | Westlake              | OH | 44145      | 440.455.1156             |
| Wooster OH               | Jeff Henderson & Mike Farris      | 148 W Liberty St                    | Wooster               | OH | 44691      | 330.262-3009             |
| Yountstown OH            | Jody Herzog                       | 1449 Boardman Canfield Rd           | Suite 250             | OH | 44512      | 234.287.6122             |
| Toldeo OH                | Andria Barlage                    | 3315 W Central Ave                  | Unit A3-50            | OH | 43606      | 419.241.1228             |
| Broken Arrow OK**        | Lori & Tim Dreiling               | 303 South Main Street               | Broken Arrow          | OK | 74012      | 918.492.3338             |
| Kings Pointe OK**        | Lori & Tim Dreiling               | 5968 South Yale Ave.                | Tulsa                 | OK | 74135      | 918.492.3338             |
| Blue Dome OK**           | Lori & Tim Dreiling               | 418 East 2nd Street                 | Tulsa                 | OK | 74120      | 918.492.3338             |
| Portland NW OR           | Michael Rothschild                | 2111 NW Savier Street               | Portland              | OR | 97210      | 503.525.2122             |
| Harrisburg PA            | Fred & Shelby Joslyn              | 4640 High Pointe Blvd               | Harrisburg            | PA | 17111      | 717.820.2053             |
| Mechanicsburg PA         | Fred & Shelby Joslyn              | 6416 Carlisle Pike Suite 700        | Mechanicsburg         | PA | 17050      | 717.691.3000             |
| HarrisburgSpringfield PA | Fred & Shelby JoslynDave Winter   | 4640 High Pointe Blvd133 S State Rd | HarrisburgSpringfield | PA | 1711119064 | 717.820.2053610.585.1990 |
| West Reading PA          | Sorita Averill                    | 705 Penn Ave                        | West Reading          | PA | 19611      | 610.320.9097             |
| Springfield PA           | Dave Winter                       | 133 S State Rd                      | Springfield           | PA | 19064      | 610.585.1990             |
| York PA***               | Fred & Shelby Joslyn              | 1511 Mt. Rose Ave                   | York                  | PA | 17403      | 707.845.2833             |
| West Ashley SC           | Chris & Amy Minkel                | 1401 Sam Rittenberg Blvd Suite 5    | Charleston            | SC | 29407      | 843.974.3999             |
| Columbia Forest Acres SC | Toni Jumper                       | 4525 Forest Drive F                 | Columbia              | SC | 29206      | 803.708.0026             |
| Greenville SC            | Sheila McCullough                 | 635 Augusta St                      | Greenville            | SC | 29605      | 864.235.4800             |
| Columbia Irmo SC         | Toni Jumper                       | 945 Lake Murray Blvd. Suite A & B   | Irmo                  | SC | 29063      | 803.407.1899             |
| Columbia Lexington       | Toni Jumper                       | 5594 -D Sunset Blvd                 | Lexington             | SC | 29072      | 573.777.6955             |
| Mount Pleasant SC        | Chris & Amy Minkel                | 881 Houston Northcutt Blvd.         | Mount Pleasant        | SC | 29464      | 843.606.2546             |
| Myrtle Beach SC          | Cathy & Paul RogersMichelle Fogle | 7931 N. Kings Hwy Suite #120        | Myrtle Beach          | SC | 29572      | 843.839.3338             |
| North Augusta SC         | Michael & Jennifer McCauley       | 210 Georgia Avenue Suite 101        | North Augusta         | SC | TBD        | 912-414-5001             |
| Bluffton SC***           | Mike Nadeau                       | 201 Okatie Village Drive            | Okatie                | SC | 29909      | 912.355.3527             |
| Summerville SC           | Chris & Amy Minkel                | 117 East Richardson Ave.            | Summerville           | SC | 29483      | 843.879.9886             |
| Carnes Crossroads SC     | Chris & Amy Minkel                | 2509 North Main St                  | Summerville           | SC | 29486      | 843.867.6206             |
| West Ashley SC           | Chris & Amy Minkel                | 1401 Sam Rittenberg Blvd Suite 5    | Charleston            | SC | 29407      | 843.974.399              |
| Bluffton SC***           | Michael McNally                   | TBD                                 | Bluffton              | SC | TBD        | 803-640-8141             |
| North Augusta SC         | Mike Nadue                        | 210 Georgia Avenue Suite 101        | North Augusta         | SC | TBD        | 912-414-5001             |
| Brentwood TN             | Christi Beth Adams                | 330 Franklin Rd Suite 262B          | Brentwood             | TN | 37027      | 615.373.1123             |
| Chattanooga TN           | Steve Carter                      | 307 Manufacturers Rd Suite 105      | Chattanooga           | TN | 37405      | 423.771.7996             |
| Clarksville TN           | Sara & Travis Esterby             | 2141 Wilma Rudolph Blvd I           | Clarksville           | TN | 37040      | 931.542.5788             |
| Collierville TN          | Eric Flanders                     | 2130 W. Poplar Ave Suite 103        | Collierville          | TN | 38017      | 901.761.0078             |
| Franklin TN              | Christi Beth Adams                | 545 Cool Springs Rd Suite 165       | Franklin              | TN | 37037      | 615.996.2070             |
| Hendersonville TN        | Christi Beth Adams                | 300 Indian Lake Blvd                | Hendersonville        | TN | 37075      | 615.373.1123             |
| Jackson TN               | Danny CrossettHarris Magruder     | 398 Oil Well Road                   | Jackson               | TN | 38305      | 731.300.4394             |
| Johnson City TN          | Phil & Melissa Horner             | 1735 W State of Franklin Rd         | Johnson City          | TN | 37604      | 423.230.0002             |
| Kingsport TN             | Phil & Melissa Horner             | 1880 N. Eastman Road Suite 205      | Kingsport             | TN | 37660      | 423.230.0002             |

|                                    |                                                       |                                                         |                    |                     |               |                        |                                      |
|------------------------------------|-------------------------------------------------------|---------------------------------------------------------|--------------------|---------------------|---------------|------------------------|--------------------------------------|
| Knoxville TN                       | Shahin & Cheryl Hadian                                | 11619 Parkside Drive                                    |                    | Knoxville           | TN            | 37934                  | 865.675.3338                         |
| Memphis TN                         | Eric Flanders                                         | 4530 Poplar Ave.                                        | Suite 102          | Memphis             | TN            | 38117                  | 901.761.0078                         |
| Mount Juliet TN                    | <del>Krista &amp; Tom Dugosh</del> Christi Beth Adams | 630 South Mt. Juliet Rd                                 |                    | Mt. Juliet          | TN            | 37122                  | 615.513.4089                         |
| Murfreesboro TN                    | <del>Krista &amp; Tom Dugosh</del> Christi Beth Adams | 544 N Thompson Lane                                     | Suite C            | Murfreesboro        | TN            | 37129                  | 615.494.3141                         |
| Green Hills TN                     | Christi Beth Adams                                    | 3900 Hillsboro Pike                                     | Suite 18           | Nashville           | TN            | 37215                  | 615.988.2196                         |
| Brownsville TX                     | Hugo and Diego Gutierrez                              | 4345 North Expressway US 77 83                          | Suite D-100        | Brownsville         | TX            | 78520                  | 956.620.3338                         |
| Corpus Christi TX                  | Mari Marlow                                           | 1412 Airline Road                                       |                    | Corpus Christi      | TX            | 78412                  | 361.225.3338                         |
| Georgetown TX                      | Mark King                                             | 4500 Williams Dr                                        | Suite 268          | Georgetown          | TX            | 78633                  | 512.240.5647                         |
| <del>River Oaks</del> Champions TX | Jim Braden                                            | <del>2012 West Gray Street</del> 122 Vintage Park Blvd. | <del>Suite B</del> | Houston             | TX            | <del>77019</del> 77070 | <del>713.487.211</del> 1281.370.4140 |
| Greenbriar TX                      | Jim Braden                                            | 4502 Greenbriar Dr                                      |                    | Houston             | TX            | 77005                  | 713.520.6353                         |
| <del>River Oaks</del> TX           | <del>Jim Braden</del>                                 | <del>2012 West Gray Street</del>                        |                    | <del>Houston</del>  | <del>TX</del> | <del>77019</del>       | <del>713.487.2111</del>              |
| Woodway TX                         | Jim Braden                                            | 6590 Woodway Drive                                      |                    | Houston             | TX            | 77057                  | 713.465.0033                         |
| <del>Champions</del> TX            | <del>Jim Braden</del>                                 | <del>122 Vintage Park Blvd.</del>                       | <del>Suite B</del> | <del>Houston</del>  | <del>TX</del> | <del>77070</del>       | <del>281.370.414</del> 0             |
| Katy TX                            | Jim Braden                                            | 23501 Cinco Ranch Blvd                                  | Suite J120         | Katy                | TX            | 77494                  | 281.394.2392                         |
| Leander TX***                      | Mark King                                             | 651 N Highway 183                                       |                    | Leander             | TX            | 78641                  | 512.660.9957                         |
| McAllen TX                         | Hugo and Diego Gutierrez                              | 2700 W Expy 83                                          | Suite 490          | McAllen             | TX            | 78501                  | 956.800.4319                         |
| Round Rock TX                      | Mark King                                             | 3750 Gattis School Road                                 | Suite 500          | Round Rock          | TX            | 78664                  | 512.218.8786                         |
| Sugarland TX                       | Jim Braden                                            | 15890 Southwest Freeway                                 | Suite 600          | Sugarland           | TX            | 77478                  | 281.240.2215                         |
| The Woodlands TX                   | Jim Braden                                            | 1925 Hughes Landing Blvd.                               |                    | The Woodlands       | TX            | 77380                  | 936.321.1500                         |
| Short Pump VA                      | Jeff, Jason & Ashley Wells                            | 11651 W. Broad St                                       |                    | Henrico             | VA            | 23233                  | 804.360.4600                         |
| Midlothian VA                      | Jeff, Jason & Ashley Wells                            | 14308 Winterview Pkwy                                   |                    | Midlothian          | VA            | 23113                  | 804.499.3131                         |
| Westhampton VA                     | Jeff, Jason & Ashley Wells                            | 5600 Patterson Ave                                      |                    | Richmond            | VA            | 23226                  | 804.402.0884                         |
| Roanoke VA                         | Matt Thompson                                         | 4347 Franklin Road                                      |                    | Roanoke             | VA            | 24018                  | 540.777.1166                         |
| Virginia Beach VA                  | <del>Robin Snaden</del> Chris & Kendra Loignon        | 4001 Virginia Beach Blvd. Collins Square                | Suite 139          | Virginia Beach      | VA            | 23452                  | 757.226.9619                         |
| Burlington VT                      | Tim & Dawn Carter                                     | 77 Pearl St                                             |                    | Essex Junction      | VT            | 05452                  | 802.872.8662                         |
| Bonney Lake WA                     | Wade & Julie Pannell                                  | 19685 State Route 410 E                                 |                    | Bonney Lake         | WA            | 98391                  | 253.862.8890                         |
| Olympia WA***                      | Wade & Julie Pannell                                  | 3405 Capitol Blvd                                       |                    | Olympia             | WA            | 98501                  | 360.705.2580                         |
| Puyallup WA***                     | Wade & Julie Pannell                                  | 115 S Meridian                                          |                    | Puyallup            | WA            | 98371                  | 253.268.0016                         |
| <del>Tri-Cites</del> WA            | <del>Wade &amp; Julie Pannell</del>                   | <del>620 George Washington Way</del>                    |                    | <del>Richland</del> | <del>WA</del> | <del>99352</del>       | <del>509.995.4292</del>              |
| Spokane Summit WA                  | Wade & Julie Pannell                                  | 1315 W Summit Pkwy                                      |                    | Spokane             | WA            | 99201                  | 509.328.4786                         |
| Spokane North WA                   | Wade & Julie Pannell                                  | 10208 North Division Street                             | #103               | Spokane             | WA            | 99218                  | 509.474.0648                         |
| Spokane Valley WA                  | Wade & Julie Pannell                                  | 13910 East Indiana Ave.                                 | Suite D            | Spokane Valley      | WA            | 99216                  | 509.309.2174                         |
| Tacoma WA                          | Wade & Julie Pannell                                  | 3812 North 26th Street                                  | Unit A             | Tacoma              | WA            | 98407                  | 253.272.8890                         |
| <del>Tri-Cites</del> WA            | <del>Wade &amp; Julie Pannell</del>                   | <del>620 George Washington Way</del>                    |                    | <del>Richland</del> | <del>WA</del> | <del>99352</del>       | <del>509.995.429</del> 2             |
| Vancouver WA                       | Michael Rothschild                                    | 16020 SE Mill Plain Blvd.                               | Suite 113          | Vancouver           | WA            | 98684                  | 360.885.4556                         |
| Fox Valley WI                      | Leah & Jeremy Schapiro                                | 3404 West College Avenue                                |                    | Appleton            | WA            | 54914                  | 920.830.7867                         |
| Madison WI                         | Jessica & Matt Anderson                               | 8440 Old Sauk Road                                      |                    | Middleton           | WI            | 53562                  | 608.833.9999                         |
| Sun Prairie WI                     | Jessica & Matt Anderson                               | 2828 Prairie Lakes Drive                                |                    | Sun Prairie         | WI            | 53590                  | 608.834.9999                         |

## EXHIBIT B-2

### FRANCHISEES DEPARTED DURING ~~2024~~2025 or with whom we have not been in communication within 10 weeks

The name, city, and state, and current business telephone number current business telephone number (or last known home telephone number) of every franchisee who had an outlet terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during ~~2024~~2025 is as follows:

| Franchisee Name                         | City           | State     | Telephone Number    |
|-----------------------------------------|----------------|-----------|---------------------|
| Cathy & Paul Rogers                     | Pawleys Island | SC        | 843.839.3338        |
| Art & Denise Picus                      | <u>Canton</u>  | <u>GA</u> | <u>770.335.4777</u> |
| <u>Jeff Henderson &amp; Mike Farris</u> | <u>Wooster</u> | <u>OH</u> | <u>614.846.5625</u> |

The name, city, and state, and current business telephone number (or last known home telephone number) of every franchisee who left the system due to transfer in ~~2024~~2025 is as follows:

| Franchisee Name                                                                                        | City                                  | State                   | Telephone Number                            |
|--------------------------------------------------------------------------------------------------------|---------------------------------------|-------------------------|---------------------------------------------|
| <del>Tony &amp; Natalie Vice</del><br>( <del>3 stores transferred</del> ) <u>Andy &amp; Kathy Roat</u> | <del>Stockton</del> <u>Des Moines</u> | <del>CA</del> <u>IA</u> | <del>209.625.5275</del> <u>515.988.8808</u> |
| <del>Deron &amp; Aimee Cutright</del> <u>Rhonda Roman</u>                                              | <del>Redding</del> <u>Santa Rosa</u>  | <del>CA</del>           | <del>530.410.3507</del> <u>707.322.6421</u> |
| <u>Robin Snaden</u>                                                                                    | <u>Virginia Beach</u>                 | <u>VA</u>               | <u>803.318.8115</u>                         |
| <u>Charles &amp; Arlene Woodruff</u>                                                                   | <u>Albany</u>                         | <u>NY</u>               | <u>518.429.8629</u>                         |
| <u>Charles &amp; Arlene Woodruff</u>                                                                   | <u>Malta</u>                          | <u>NY</u>               | <u>518.429.8629</u>                         |
| <u>John Rogers</u>                                                                                     | <u>Portland</u>                       | <u>ME</u>               | <u>207.318.1863</u>                         |
| <u>John Rogers</u>                                                                                     | <u>Brunswick</u>                      | <u>ME</u>               | <u>207.318.1863</u>                         |
| <u>Daniel Dwayne Crossett</u>                                                                          | <u>Jackson</u>                        | <u>TN</u>               | <u>731.234.2745</u>                         |

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

**EXHIBIT C**  
**FINANCIAL STATEMENTS**

(Modified graphics)

## **Fleet Feet, Incorporated**

**Financial Statements**

**December 31, 2024, 2023 and 2022**

## **Fleet Feet, Incorporated**

**Financial Statements**

**December 31, 2025, 2024 and 2023**

(Modified graphics)

**rated**  
**Fleet Feet, Incorporated**  
**Index**  
**December 31, 2025, 2024 and 2023**  
**December 31, 2024, 2023 and 2022**

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(Modified graphics)



## Report of Independent Auditors

### Report of Independent Auditors

To the Management and Board of Directors of Fleet Feet, Incorporated

#### Opinion

To the Management and Board of Directors of Fleet Feet, Incorporated

We have audited the accompanying financial statements of Fleet Feet, Incorporated (the "Company"), which comprise the balance sheets as of December 31, 2024, and the related statements of income, of shareholder's equity and of cash flows for the year then ended, including the related notes (collectively referred to as the "financial statements").

We have also audited the accompanying financial statements of Fleet Feet, Incorporated (the "Company"), which comprise the balance sheets as of December 31, 2025 and 2024, and the related statements of income, of shareholder's equity and of cash flows for the years then ended, including the related notes (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

The financial statements of the Company as of December 31, 2023 and for the year ended December 31, 2023 and 2022 were audited by other auditors whose report, dated April 1, 2024, expressed an unmodified opinion on those statements.

#### Other Matter

##### Responsibilities of Management for the Financial Statements

The financial statements of the Company for the year ended December 31, 2023 were audited by other auditors in accordance with accounting principles generally accepted in the United States of America and, for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

#### Auditors' Responsibilities for the Audit of the Financial Statements

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

Our objective is to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud

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## Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole

**Exercise professional judgment and maintain professional skepticism throughout the audit.** Reasonable assurance is a high level of assurance but is not absolute and there is no guarantee that any audit conducted in accordance with U.S. GAAs

and therefore is not a guarantee that all audits conducted in accordance with U.S. GAAS will detect a material misstatement when it exists. The risk of not detecting material misstatements due to fraud is higher than for one resulting from error. Fraud may involve forgery, intentional omissions, misrepresentations, or the override of internal control.

They obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control.

In performing an audit in accordance with US GAAS, we

Exercise professional judgment and maintain professional skepticism throughout the audit.

• **Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.**

procedures include examining, on a test basis, evidence regarding the amounts and disclosures. We are required to communicate with those charged with governance regarding, among other

Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.

**Raleigh, North Carolina**  
March 13, 2023

Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Raleigh, North Carolina  
March 18, 2026

# (Modified graphics)

## Balance Sheets December 31, 2024 and 2023

|                                                                                                   | 2024          | 2023          |
|---------------------------------------------------------------------------------------------------|---------------|---------------|
| <b>Assets</b>                                                                                     |               |               |
| <b>Current assets</b>                                                                             |               |               |
| Cash and cash equivalents                                                                         | \$ 6,038,716  | \$ 9,383,905  |
| Receivables, net of allowance of \$32,687 and \$42,384 respectively                               | 1,260,076     | 1,623,082     |
| Prepaid expenses and other current assets                                                         | 3,228,366     | 370,959       |
| Income tax receivable                                                                             | 1,755,081     | 1,088,834     |
| Income tax receivable                                                                             | 221,468       | -             |
| Total current assets                                                                              | 12,467,158    | 9,701,780     |
| Note receivable from affiliate                                                                    | 5,000,000     | -             |
| Property and equipment, net                                                                       | 314,152       | 531,534       |
| Other assets                                                                                      | 18,802,250    | 12,467,158    |
| Property and equipment, net                                                                       | 635,235       | 314,152       |
| Goodwill                                                                                          | 2,551,235     | 2,551,235     |
| Other assets                                                                                      | 1,015,978     | 1,015,978     |
| Intangibles                                                                                       | 2,551,235     | 2,551,235     |
| Goodwill                                                                                          | 1,037,297     | 840,181       |
| Other assets                                                                                      | 1,015,978     | 1,015,978     |
| Right-of-use asset                                                                                | 25,204        | 316,902       |
| Other assets                                                                                      | 1,855,419     | 1,037,297     |
| Deferred income tax, net                                                                          | 145,331       | 94,047        |
| Right-of-use asset                                                                                | 1,831,820     | 25,204        |
| Due from affiliates                                                                               | 5,500,000     | 5,500,000     |
| Deferred income tax, net                                                                          | 59,466        | 145,331       |
| Note receivable from affiliate                                                                    | 5,000,000     | -             |
| Total assets                                                                                      | \$ 23,056,355 | \$ 23,056,355 |
| <b>Liabilities and Shareholder's Equity</b>                                                       | \$ 26,751,422 | \$ 23,056,355 |
| <b>Current liabilities</b>                                                                        |               |               |
| Liabilities and Shareholder's Equity                                                              |               |               |
| Trade accounts payable                                                                            | \$ 306,113    | \$ 315,330    |
| Current liabilities                                                                               |               |               |
| Accrued expenses                                                                                  | 1,738,287     | 823,079       |
| Trade accounts payable                                                                            | 142,345       | 306,113       |
| Payables to affiliate                                                                             | 2,173,851     | 1,738,287     |
| Accrued expenses                                                                                  | 500,000       | 222,305       |
| Current portion of deferred franchise fees                                                        | 87,802        | 87,802        |
| Payables to affiliates                                                                            | 95,400        | 87,802        |
| Current portion of deferred franchise fees                                                        | 18,958        | 4,800         |
| Income tax payable                                                                                | 28,197        | 195,062       |
| Current portion of lease liability                                                                | 290,336       | 30,127        |
| Current portion of lease liability                                                                | 3,500,583     | 2,583,536     |
| Total current liabilities                                                                         | -             | 28,197        |
| Long-term liabilities                                                                             |               |               |
| Lease liability, net of current portion                                                           | 1,011,878     | 1,011,878     |
| Deferred franchise fees, net of current portion                                                   | 1,178,797     | 1,178,797     |
| Other long-term liabilities, net of current portion                                               | 1,554,697     | 1,009,704     |
| Other long-term liabilities                                                                       | 1,554,697     | 1,009,704     |
| Total liabilities                                                                                 | 7,809,840     | 4,861,487     |
| <b>Shareholder's equity</b>                                                                       |               |               |
| Shareholder's equity                                                                              |               |               |
| Common stock, no par value, 10,000,000 shares authorized, 1,000,000 shares issued and outstanding | 8,070,934     | 8,070,934     |
| Retained earnings                                                                                 | 10,123,934    | 9,123,934     |
| Total shareholder's equity                                                                        | 18,194,868    | 17,197,929    |
| Total shareholder's equity                                                                        | 18,194,868    | 17,197,929    |
| Total liabilities and shareholder's equity                                                        | \$ 23,056,355 | \$ 20,831,657 |
| Total liabilities and shareholder's equity                                                        | \$ 26,751,422 | \$ 23,056,355 |

The accompanying notes are an integral part of these financial statements.

(Modified graphics), rated

**Statements of Income**  
**Years Ended December 31, 2024, 2023 and 2022**

|                                                | <b>2025</b>       | <b>2024</b>         | <b>2023</b>           |
|------------------------------------------------|-------------------|---------------------|-----------------------|
|                                                | <b>2024</b>       | <b>2023</b>         | <b>2022</b>           |
| <b>Revenue</b>                                 |                   |                     |                       |
| Revenue revenue                                | \$ 15,241,714     | \$ 14,657,368       | \$ 11,852,663         |
| Franchise development revenue                  | \$ 10,055,368     | \$ 11,492,003       | \$ 10,249,775         |
| Marketing management revenue                   | 5,448,364         | 14,034,246          | 13,027,584            |
| <b>Marketing fund revenue</b>                  | <b>21,099,724</b> | <b>21,092,790</b>   | <b>17,380,866</b>     |
| <b>Total revenue</b>                           | <b>21,206,056</b> | <b>17,319,609</b>   | <b>15,462,005</b>     |
| <b>Operating expenses</b>                      |                   |                     |                       |
| Operating compensation                         | 13,706,489        | 11,845,016          | 9,807,339             |
| Corporate compensation                         | 10,345,936        | 5,780,789           | 10,432,202            |
| General and administrative                     | 5,781,000         | 4,825,227           | 4,076,279             |
| Occupancy                                      | 1,000,000         | 1,401,371           | 800,000               |
| Marketing                                      | 1,400,000         | 5,000,000           | 2,700,000             |
| Depreciation                                   |                   |                     |                       |
| <b>Total operating expenses</b>                | <b>22,835,489</b> | <b>19,835,342</b>   | <b>16,209,781</b>     |
| <b>Total operating income</b>                  | <b>19,868,523</b> | <b>16,206,804</b>   | <b>17,063,251</b>     |
| <b>Income (loss) from operations</b>           | <b>1,247,535</b>  | <b>1,112,705</b>    | <b>(1,601,246)</b>    |
| <b>Other income (expense)</b>                  |                   |                     |                       |
| Interest income                                | 1,379,787         | 323,051             | 83,202                |
| Interest expense                               | 323,051           | 83,202              | 6,924                 |
| Miscellaneous income, net                      | 44,743            | 75,202              | 142,208               |
| Miscellaneous expense, net                     | 1,475,533         | 3,622,308           | 2,150,547             |
| <b>Total other income, net</b>                 | <b>1,398,364</b>  | <b>1,625,306</b>    | <b>1,318,271</b>      |
| <b>Income (loss) before income tax expense</b> | <b>1,045,810</b>  | <b>1,338,811</b>    | <b>(1,441,975)</b>    |
| <b>Provision (benefit) for income taxes</b>    | <b>\$ 240,820</b> | <b>\$ 975,455</b>   | <b>\$ 1,003,842</b>   |
| <b>Net income (loss)</b>                       | <b>\$ 996,939</b> | <b>\$ 1,065,555</b> | <b>\$ (1,048,763)</b> |

The accompanying notes are an integral part of these financial statements.  
The accompanying notes are an integral part of these financial statements.

(Modified graphics)ated

Statement of Shareholder's Equity  
 Years Ended December 31, 2024, 2023 and 2022

|                               | Common<br>Stock | Retained<br>Earnings | Total<br>Shareholder's<br>Equity |
|-------------------------------|-----------------|----------------------|----------------------------------|
|                               | Common<br>Stock | Retained<br>Earnings | Total<br>Equity                  |
| Balances at December 31, 2022 | \$ 8,070,934    | \$ 8,061,440         | \$ 16,132,374                    |
| Balances at December 31, 2021 | \$ 8,070,934    | \$ 9,110,203         | \$ 17,181,137                    |
| Net income                    | -               | 1,065,555            | 1,065,555                        |
| Net loss                      | -               | (1,048,763)          | (1,048,763)                      |
| Balances at December 31, 2023 | 8,070,934       | 9,126,995            | 17,197,929                       |
| Balances at December 31, 2022 | 8,070,934       | 8,061,440            | 16,132,374                       |
| Net income                    | -               | 996,939              | 996,939                          |
| Net income                    | -               | 1,065,555            | 1,065,555                        |
| Balances at December 31, 2024 | 8,070,934       | 10,123,934           | 18,194,868                       |
| Balances at December 31, 2023 | 8,070,934       | 9,126,995            | 17,197,929                       |
| Net income                    | -               | 746,714              | 746,714                          |
| Net income                    | -               | 996,939              | 996,939                          |
| Balances at December 31, 2025 | \$ 8,070,934    | \$ 10,870,846        | \$ 18,941,782                    |
| Balances at December 31, 2024 | \$ 8,070,934    | \$ 10,123,934        | \$ 18,194,868                    |

The accompanying notes are an integral part of these financial statements.  
 The accompanying notes are an integral part of these financial statements.

(Modified graphics)

**Statements of Cash Flows**  
**Years Ended December 31, 2025, 2024, 2023 and 2022**

|                                                                                                | 2025         | 2024         | 2023           |
|------------------------------------------------------------------------------------------------|--------------|--------------|----------------|
|                                                                                                | 2024         | 2023         | 2022           |
| <b>Cash flows from operating activities</b>                                                    |              |              |                |
| Net income                                                                                     | \$ 746,714   | \$ 996,939   | \$ 1,065,555   |
| <b>Cash flows from operating activities</b>                                                    |              |              |                |
| Adjustments to reconcile net income to net cash provided (used in) operating activities        | \$ 996,939   | \$ 1,065,555 | \$ (1,048,763) |
| Adjustments to reconcile net income (loss) to net cash provided (used in) operating activities |              |              |                |
| And debt expenses (recovery)                                                                   | 20,028       | (7,162)      | 49,361         |
| Depreciation expense (recovery)                                                                | 201,726      | 535,451      | 236,916        |
| Disposal of property and equipment                                                             | 535,439      | 236,342      | 635,761        |
| Deferred lease expense (benefit)                                                               | 85,845       | (51,825)     | 91,105         |
| Deferred tax expense (benefit)                                                                 | (51,284)     | 91,105       | (431,361)      |
| Changes in assets and liabilities                                                              | (52,564)     | (62,954)     | (291,062)      |
| Receivables from affiliates                                                                    | (2,834,953)  | 3,651,052    | (57,423)       |
| Prepaid expenses and other current assets                                                      | (6,647,107)  | (1,634,983)  | (63,108,227)   |
| Other assets                                                                                   | (6,217,215)  | (2,592,239)  | (392,439,86)   |
| Operating lease right-of-use asset                                                             | 3,556,306    | 2,720,222    | 27,536,70      |
| Accounts payable                                                                               | (163,937)    | (94,395)     | 44,625,64      |
| Accrued expenses                                                                               | 4,355,338    | 8,066,25     | (706,62,309    |
| Payable to affiliate                                                                           | 28,633,33    | 6,753,46     | 56,44,00       |
| Operating lease liability                                                                      | (1,327,062)  | (3,200,653)  | (3,273,814)    |
| Deferred fees                                                                                  | 179,173      | 1,294,392    | 294,39,34      |
| Deferred revenue                                                                               | 17,957,000   | (9,000,000)  | 100,000 -      |
| Income taxes payable/payable                                                                   | (4,293,582)  | 2,946,561    | 149,63,925     |
| Other long-term liabilities                                                                    | 4,369,236    | 3,654,230    | 35,65,837      |
| Net cash provided by (used in) operating activities                                            | (2,451,919)  | 2,969,092    | (63,65,118)    |
| <b>Cash flows from investing activities</b>                                                    |              |              |                |
| Purchase of property and equipment                                                             | (52,16,108)  | (6,450,87)   | (2,432,153)    |
| Receipts from (advances to) affiliate from affiliates                                          | 500,000 -    | 1,400,000    | 1,400,000 -    |
| Net cash provided by (used in) investing activities                                            | (2,16,108)   | 1,354,123    | 1,157,847      |
| Net change in cash and cash equivalents                                                        | (2,368,027)  | 2,623,215    | 1,657,700      |
| <b>Cash and cash equivalents</b>                                                               |              |              |                |
| Beginning of year                                                                              | 9,324,305    | 6,691,090    | 4,033,391      |
| End of year                                                                                    | \$ 6,956,278 | \$ 9,314,305 | \$ 5,691,090   |
| <b>Supplemental disclosure of cash flow information</b>                                        |              |              |                |
| Cash (refunded) paid for income taxes                                                          | \$ 806,571   | \$ 406,590   | \$ (8,719)     |
| Lease liability arising from obtaining right-of-use assets                                     | 2,174,146    | -            | -              |

The accompanying notes are an integral part of these financial statements.  
The accompanying notes are an integral part of these financial statements.



(Modified graphics)

**Fleet Feet, Incorporated**  
**Notes to Financial Statements**  
**Notes to Financial Statements**  
**December 31, 2023, and 2024 and 2023**

**1. Nature of Activities**  
**1. Nature of Activities**

Fleet Feet, Incorporated (the "Company") was incorporated in 2002 pursuant to the laws of the state of North Carolina. The Company is a wholly owned subsidiary of Onward Outdoor Brands, LLC. Its principal business activity is selling and supporting retail franchises predominantly in the business of selling athletic shoes, apparel, and accessories. At December 31, 2023 and December 31, 2024, there were 275 and 268 franchise stores, respectively, including 66 franchise stores at December 31, 2023 and 69 franchise stores at December 31, 2024 owned and operated by subsidiaries of Onward Outdoor Brands, LLC.

**2. Summary of Significant Accounting Policies**  
**2. Summary of Significant Accounting Policies**

**Basis of Accounting**

The Company prepares its financial statements on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("GAAP"). The preparation of the financial statements requires management to make estimates and assumptions that affect the amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting years. Actual results could differ from those estimates. Significant items subject to such estimates and assumptions include the fair value of goodwill and recoverability of other intangible long-lived assets.

**Cash and Cash Equivalents**

Cash and cash equivalents includes cash on deposit at financial institutions and all highly liquid cash and cash equivalents, including cash on deposit at financial institutions, and all highly liquid temporary cash investments with original maturities of three months or less. At times, the Company places deposits with financial institutions that are in excess of federally insured amounts. The Company has not experienced any financial loss related to such deposits.

**Receivables**

Receivables are carried at their estimated collectible amounts. The Company provides an allowance for credit losses equal to the estimated losses that are expected to be incurred. The allowance for credit losses is based on management's assessment of the amount which may become uncollectible in the future and is estimated using specific review of customer accounts on a periodic basis, current and forecasted economic conditions that may affect the customer's ability to pay, and historical experience. The allowance for credit losses at December 31, 2023 and 2024 totaled \$32,199 and \$49,361, respectively. Receivables are written off as a charge to the allowance when, in management's estimation, it is probable that the receivable is worthless. An account receivable is considered to be past due if any portion of the receivable balance is outstanding for more than 30 days.

**Property and Equipment**

All property and equipment acquisitions are recorded at cost when purchased. Property and equipment are capitalized if the life is expected to be greater than one year and the cost exceeds \$2,500. Depreciation is calculated using the straight-line method over the following estimated useful lives:

|                        |            |
|------------------------|------------|
| Equipment              | 3-5 years  |
| Equipment              | 3-5 years  |
| Furniture and fixtures | 5-10 years |
| Furniture and fixtures | 5-10 years |
| Leasehold improvements | 1-15 years |
| Leasehold improvements | 1-15 years |

## (Modified graphics)

### Notes to Financial Statements December 31, 2025, 2024 and 2023

Leasehold improvements are depreciated over the shorter of the expected lease term or the estimated useful life of the asset. The expected lease term is consistent with the lease term assumed in the accounting for the underlying leases and includes the initial term and any renewal options that are reasonably certain of being exercised.

Expenditures for maintenance, repairs, and minor renewals are charged to expense as incurred. Major renewals and betterments are capitalized. The cost of assets retired or sold, together with their related accumulated depreciation, is removed from the accounts and any gain or loss on disposition is credited or charged to operations.

The carrying values of property and equipment are reviewed for impairment whenever events or changes in circumstances indicate that the recorded value cannot be recovered from the estimated undiscounted future cash flows expected to result from their use and eventual disposition. When the book value of an asset exceeds the associated undiscounted expected future cash flows, it is considered to be impaired and is written down to fair value, which is determined based on either discounted future cash flows or appraised values. The factors considered by management in performing this assessment include current operating results, trends and prospects, the manner in which the property is used, and the effects of obsolescence, demand, competition, and other economic factors. Based on this assessment, there was no impairment during 2025, 2024, or 2023.

#### Goodwill and Other Intangible Assets

In March 2021, the FASB issued ASU No. 2021-03, *Intangibles—Goodwill and Other (Topic 350) – Accounting Alternative for Goodwill Impairment* (ASU 2021-03). ASU 2021-03 allows the evaluation of goodwill impairment triggering events by allowing nonpublic entities to only evaluate for triggering events at the end of the reporting period rather than during the reporting period. The Company has adopted this accounting alternative on a prospective basis for the year ended December 31, 2021.

Goodwill represents the excess of the fair value of an acquired entity over the value assigned to the assets acquired less liabilities assumed. The Company evaluates goodwill on an annual basis in the fourth quarter. Such indicators could include but are not limited to: (1) a significant adverse change in legal factors or in business climate; (2) unanticipated competition; or (3) an adverse action or assessment by a regulator. The Company first assesses qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount, including goodwill. If management concludes that it is more likely than not that the fair value of a reporting unit is less than its carrying amount, management conducts a quantitative goodwill impairment test. The impairment test involves comparing the fair value of the applicable reporting unit with its carrying value. The Company estimates the fair value of its reporting units using a combination of the income, or discounted cash flows, approach and the market approach, which utilizes comparable companies' data. If the carrying amount of a reporting unit exceeds the reporting unit's fair value, an impairment loss is recognized in an amount equal to that excess, limited to the total amount of goodwill allocated to that reporting unit. The Company's evaluation of goodwill completed during the year resulted in no impairment losses.

Other intangible assets, which include trademarks, franchise agreements and vendor branding agreements resulting from business acquisitions, are recorded based on their estimated value at that date of acquisition. Trademarks are not amortized and are evaluated annually for impairment. The Company did not record any impairment loss related to trademarks in 2025, 2024, or 2023. Franchise and vendor branding agreements are amortized using methods based on the projected future earnings expected from these intangibles which results in an accelerated method of amortization using estimated useful lives of eight and six years, respectively.

(Modified graphics)ated  
Notes to Financial Statements  
December 31, 2024 and 2023  
December 31, 2025, 2024 and 2023

o The transaction price in a standard franchise arrangement consists of (a) initial franchise fee, (b) continuing franchise fee, (c) royalties, and (d) advertising fees. Since the Company's continuing franchise fee is based on the franchisee's gross revenue, the Company considers the carrying value of such intangible assets to be recovered. If the Company determines that the carrying value of such intangible assets is not recoverable, the Company would record an impairment charge. The Company did not record any impairment loss related to intangibles in 2025, 2024, or 2023.

• The Company is entitled to royalties and advertising fees based on a percentage of the franchisees' gross revenues as defined in the franchise agreement. Royalty and advertising revenue are recognized when the franchisees' revenues are earned. Royalty revenue is presented within franchise revenue and advertising revenue is presented within marketing fund revenue in the accompanying statements of income. The Company's 401(k) plan for the years ended December 31, 2025, 2024 and 2023 totaled \$176,323, \$235,152 and \$153,524, respectively.

o In accordance with ASC 606, revenues for advertising services are recognized by the Company when related revenue is received by its franchisees based on the application of the sales-based royalty exception within Topic 606. These revenues are presented as advertising revenues from franchisees and expenses incurred to provide these services are presented as advertising expense in the accompanying statements of income.

The Company maintains a nonqualified deferred compensation plan ("NQDC") that allows eligible employees to defer until retirement a portion of their current compensation. Upon retirement or termination, the total of the deferred compensation, the Company's matching contributions and an investment return will be paid to the participants. The investment returns will be determined by the participants' selection of certain investment alternatives within Company-owned insurance contracts. Company's cash surrender value at December 31, 2025 and 2024 is \$1,705,418 and \$990,456, respectively, and is recorded in "Other assets" in the accompanying balance sheets. The NQDC's recorded liability to plan participants at December 31, 2025 and 2024 is \$1,554,697 and \$1,000,701, respectively, and is recorded in "Other long-term liabilities" on the balance sheets.

o Franchise revenues also include revenue from franchise support which is primarily from providing email and content support services to franchisees. Revenue accrues monthly as services are utilized and collectability is reasonably assured.

• Vendor Management Revenue  
The Company accrues income from vendors based on contractual percentages of vendors' monthly shipments to the Company and its franchisees when collectability is reasonably assured. This revenue also includes vendor revenue related to brand wide sponsorships.

Revenue Recognition  
The Company recognizes the following revenues:

Leases  
• The Company follows the accounting guidance of ASC Topic 842, which requires lessees to recognize the following for essentially all leases, at the commencement date: (1) a lease liability, which is a contract's obligation to make lease payments, and (2) a right-of-use asset, which represents the lessee's right to use the underlying asset for the lease term. The Company to perform various activities to support the brand that do not directly transfer goods and services to the franchisee, but instead represent a single performance obligation, which is the transfer of the franchise license. The intellectual property subject to this franchise license is symbolic intellectual property as it does not have significant standalone functionality, and substantially all of the utility is derived from its association with the Company's past or ongoing activities. The nature of the Company's problem in granting the franchise license is to provide the franchisee with access to the brand's symbolic intellectual property over the term of the license. The services provided by the Company to franchisees are highly interrelated with the franchise license and as such are considered to represent a single performance obligation.

The Company has elected the accounting policy allowed under ASC 842 to not record a lease liability and right-of-use asset for short-term leases (whose lease term is 12 months or less).

Advertising  
It is the Company's policy to expense advertising costs as incurred. Advertising costs totaled \$543,273, \$604,911, and \$848,313 for the years ended December 31, 2024, 2023, and 2022, respectively.

(Modified graphics)ated  
Notes to Financial Statements  
December 31, 2025, 2024 and 2023

**Commitments and Contingencies**

The transaction price in a standard franchise arrangement consists of (a) initial franchise fees, (b) continuing franchise fees (royalties), and (c) advertising fees. Since the Company considers the licensing of the franchising right to be a single performance obligation, no allocation of the transaction price is required.

**Income Taxes**

The Company recognizes the primary components of the transaction price as follows: Income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and to operating loss and tax credit carry forwards, if any. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in the rates is recognized in income in the year that includes the enactment date. Deferred income tax expense (benefit) represents the change during the year in the deferred tax assets and deferred tax liabilities. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized.

Franchisees with advertising services are recognized by the Company when related revenue is received by its franchisees based on the application of the sales-based royalty exception within Topic 606. These revenues are presented as marketing and revenue and are expensed in the period the services are provided, generally within 90 percent of the period of recognition. Changes in recognition or measurement are reflected in the years in which the change in judgment occurs. The Company records interest related to unrecognized tax benefits in interest expense and penalties in other income. The Company has not recorded any unrecognized tax benefits and does not have any material tax positions that management considers to be uncertain at December 31, 2024, 2023, and 2022.

• **Vendor Management Revenue**

**Concentrations of Credit Risk**

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash on hand, accounts receivable, and investments in excess of FDIC insurance limits and receivables. Concentration of credit risk with respect to receivables is limited due to the large number of entities comprising the Company's franchisee base. A significant amount of revenue is earned from a related party (Note 8).

**Leases**

**3. Leases**

The Company follows the accounting guidance of ASC Topic 842, which requires lessees to recognize the following for essentially all leases, at the commencement date: (1) a lease liability, which is a liability recognized by a lessee for a lease, measured on a discounted basis utilizing the Company's incremental borrowing rate; and (2) a right-of-use asset, which is an asset that represents the lessee's right to use, or control the use of, the underlying asset for the lease term.

|                                                                                                                                                                                                                                                                                                     |                     |                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------|
| <b>Franchisees</b>                                                                                                                                                                                                                                                                                  | <b>\$ 1,052,225</b> | <b>\$ 1,086,996</b> |
| <b>Vendors</b>                                                                                                                                                                                                                                                                                      | <b>649,508</b>      | <b>561,783</b>      |
| <b>Affiliates</b>                                                                                                                                                                                                                                                                                   | <b>370,542</b>      | <b>716,664</b>      |
| <b>Advertising</b>                                                                                                                                                                                                                                                                                  | <b>2,072,275</b>    | <b>2,365,443</b>    |
| It is the Company's policy to expense advertising costs as incurred. Advertising costs totaled \$740,197, \$543,275 and \$604,917 for the years ended December 31, 2025, 2024, and 2023, respectively. Advertising costs are represented within marketing in the accompanying statements of income. | <b>(32,199)</b>     | <b>(49,361)</b>     |
|                                                                                                                                                                                                                                                                                                     | <b>\$ 2,040,076</b> | <b>\$ 2,316,082</b> |





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Notes to Financial Statements  
December 31, 2024 and 2023

## 3.4. Property and Equipment

Property and equipment at December 31 consist of the following:

|                             | 2024                | 2023                |
|-----------------------------|---------------------|---------------------|
| Furniture and fixtures      | \$ 232,584          | \$ 232,584          |
| Franchisees                 | 1,010,926           | 1,052,229           |
| Equipment                   | 980,995             | 982,888             |
| Vendors                     | 743,971             | 649,308             |
| Leasehold improvements      | 220,668             | 220,668             |
| Affiliates                  | 3,225,917           | 3,170,542           |
|                             | <u>4,914,247</u>    | <u>4,418,140</u>    |
| Accumulated depreciation    | (1,120,095)         | (584,606)           |
| Allowance for credit losses | (32,227)            | (32,199)            |
|                             | <u>\$ 314,152</u>   | <u>\$ 631,534</u>   |
|                             | <u>\$ 4,627,417</u> | <u>\$ 2,040,070</u> |

## 4. Property and Equipment

Depreciation expense totaled \$535,489, \$236,342 and \$139,761 for the years ended December 31, 2024, 2023, and 2022, respectively.

Property and equipment at December 31 consist of the following:

## 5. Other Intangible Assets

|                                                                                                                                       | 2025       | 2024       |
|---------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
| Intangible assets at December 31, 2024 and 2023 consist of trademarks with a carrying amount of \$1,015,978                           |            |            |
| Furniture and fixtures                                                                                                                | \$ 346,904 | \$ 232,584 |
| Equipment                                                                                                                             | 993,524    | 980,995    |
| Leasehold improvements                                                                                                                | 527,661    | 220,668    |
| Construction in progress                                                                                                              | 88,769     | -          |
| The following table summarizes the Company's income tax expense (benefit) for the periods ended December 31 of property and equipment | 1,956,858  | 1,434,247  |

|                             |      |                |                |
|-----------------------------|------|----------------|----------------|
| Accumulated depreciation    | 2024 | (1,321,623)    | (1,120,095)    |
| Property and equipment, net | \$   | <u>635,235</u> | <u>314,152</u> |

Current tax provision

|                                                                                                                                      |         |                |                |
|--------------------------------------------------------------------------------------------------------------------------------------|---------|----------------|----------------|
| Depreciation expense totaled \$201,528, \$535,489 and \$236,342 for the years ended December 31, 2025, 2024, and 2023, respectively. | Federal | \$ 60,703      | \$ 319         |
|                                                                                                                                      | State   | 178,517        | 120,648        |
|                                                                                                                                      |         | <u>700,264</u> | <u>181,351</u> |
|                                                                                                                                      |         |                | <u>38,149</u>  |

## 5. Other Intangible Assets

Deferred tax provision (benefit)

|                                                                                                                               |         |                 |                |                  |
|-------------------------------------------------------------------------------------------------------------------------------|---------|-----------------|----------------|------------------|
| Intangible assets at December 31, 2025 and 2024 consist of indefinite-lived trademarks with a carrying amount of \$1,015,978. | Federal | (90,905)        | 65,518         | (206,670)        |
|                                                                                                                               | State   | 39,621          | 25,557         | (134,491)        |
|                                                                                                                               |         | <u>(51,284)</u> | <u>91,105</u>  | <u>(431,361)</u> |
| Provision for income taxes                                                                                                    | \$      | <u>648,980</u>  | <u>272,456</u> | <u>(393,212)</u> |

(Modified graphics)ated  
Notes to Financial Statements  
December 31, 2024 and 2023

6. Income tax expense is reconciled to the amount computed by applying the federal income tax rate to income before taxes as follows:

The following table summarizes the Company's income tax expense (benefit) for the periods ended December 31:

|                                                      | 2024              | 2023           | 2022           |
|------------------------------------------------------|-------------------|----------------|----------------|
| Tax computed at statutory rate                       | \$ 3025 345,643   | 2024 135,918   | 2023 (302,814) |
| Effect of state income taxes, net of federal benefit | 62,565            | 115,502        | (96,662)       |
| Current tax provision                                | 25,079            | 11,955         | -              |
| Non-deductible expenses                              |                   |                |                |
| Federal                                              | \$ 207,574        | 521,747        | 60,703         |
| State                                                | 177,227           | 178,517        | 120,648        |
|                                                      | <u>\$ 384,796</u> | <u>700,264</u> | <u>181,351</u> |

Deferred income taxes are provided based on the provisions of ASC Topic 740, "Accounting for Income Taxes", to reflect the tax consequences in future years of differences between the tax basis of assets and liabilities and their financial reporting amounts based on enacted tax laws and statutory tax rates applicable to the periods in which the differences are expected to affect taxable income. Valuation allowances are established when necessary to reduce deferred tax assets to the amount expected to be realized.

Significant components of deferred taxes at December 31 are as follows:  
income tax expense is reconciled to the amount computed by applying the federal income tax rate to income before taxes as follows:

|                                                      | 2024       | 2023       |
|------------------------------------------------------|------------|------------|
| Deferred tax assets                                  |            |            |
| Federal revenue                                      | \$ 254,090 | \$ 345,239 |
| Effect of state income taxes, net of federal benefit | 49,979     | 62,565     |
| Non-deductible expenses                              | 40,690     | 25,079     |
| Loss carryforwards                                   |            | -          |
| Other                                                | 125,884    | 215,693    |
| Accrued expenses                                     |            | 2,247      |
| Leases                                               | \$ 470,643 | \$ 648,980 |
| Other                                                |            | 193,934    |
| Total deferred tax assets                            |            | 462,227    |
| Deferred tax liabilities                             |            |            |
| Prepaid expenses                                     |            | (100,626)  |
| Leases                                               |            | (9,390)    |
| Depreciation on fixed assets                         |            | (93,911)   |
| Amortization of intangibles                          |            | (235,127)  |
| Total deferred tax liabilities                       |            | (316,896)  |
| Net deferred tax asset                               |            | \$ 145,331 |

The Company has gross US net operating loss carryforwards for federal tax purposes totaling approximately \$0 and \$374,600 at December 31, 2024 and 2023 respectively, which will carry forward indefinitely. The Company has gross net operating loss carryforwards for state tax purposes totaling approximately \$0 and \$147,500 at December 31, 2024 and 2023 respectively.

In evaluating the amount of the valuation allowance against its deferred tax assets as of December 31, 2024 and 2023, the Company considered all available positive and negative evidence and concluded that it is more likely than not that all of its deferred tax assets would be realized. The Company has not recorded a valuation allowance against its net deferred tax assets.

(Modified graphics) of  
Notes to Financial Statements  
December 31, 2024 and 2023

The statute of limitations for assessment by the Internal Revenue Service and state tax authorities is generally open for tax years ended December 31, 2021 and forward. There are currently no federal or state audits in progress.

7. Lease Obligations

|                           |            |            |
|---------------------------|------------|------------|
| Deferred tax assets       |            |            |
| Deferral revenue          | \$ 278,473 | \$ 257,412 |
| Bad debts                 | 17,812     | 7,900      |
| Accrued expenses          | 54,181     | 2,247      |
| Losses                    | 17,251     | 734        |
| Other                     | 90,900     | 100,000    |
| Total deferred tax assets | 416,685    | 462,227    |

The Company has an operating lease for office space used by the Company. Operating lease expense is recognized in continuing operations by recording lease expense on a straight-line basis over the term of the lease. In determining lease asset values, the Company considers fixed variable payment terms, prepayments, incentives, and options to extend, terminate or purchase. Renewal, termination, or purchase options affect the lease term used for determining lease asset value only if the option is reasonably certain to be exercised.

|                        |           |            |
|------------------------|-----------|------------|
| Net deferred tax asset | \$ 59,486 | \$ 145,331 |
|------------------------|-----------|------------|

The total operating lease cost for the year ended December 31, 2024, 2023, and 2022 was \$389,907, \$399,259 and \$309,505, respectively, including \$55,553, \$98,000 and \$4,842, respectively, in short-term lease cost. In addition, the Company made cash payments for operating leases during years ended December 31, 2024, 2023, and 2022 of \$425,327, \$428,090, and \$342,294, respectively, which are included in cash flows from operating activities in the statements of cash flows.

The statute of limitations for assessment by the Internal Revenue Service and state tax authorities is generally open for tax years ended December 31, 2021 and forward. There are currently no federal or state audits in progress.

7. Lease Obligations

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------|
| The Company's statutory analysis of the annual underlying cash flows of the operating lease liabilities as of December 31, 2024, has determined that it has no finance lease arrangements at December 31, 2025. Lease assets and obligations are recognized at the lease commencement date based on the present value of lease payments over the term of the lease. The Company generally uses its incremental borrowing rate, which is based on information available at the lease commencement date, to determine the present value of lease payments. |  | \$ 28,202 |
| Total minimum future rental payments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | 28,202    |

The Company has an operating lease for office space used by the Company. Operating lease expense is recognized in continuing operations by recording lease expense on a straight-line basis over the term of the lease. In determining lease asset values, the Company considers fixed variable payment terms, prepayments, incentives, and options to extend, terminate or purchase. Renewal, termination, or purchase options affect the lease term used for determining lease asset value only if the option is reasonably certain to be exercised.

8. Related Parties

The total operating lease cost for the year ended December 31, 2025, 2024, and 2023 was \$470,828, \$388,983 and \$294,269, respectively, including \$1,616, \$86,553 and \$45,910, respectively, in short-term lease cost. In addition, the Company made cash payments for operating leases during years ended December 31, 2025, 2024, and 2023 of \$424,040, \$425,327 and \$342,009, respectively, which are included in cash flows from operating activities in the statements of cash flows.

(Modified graphics)

**Notes to Financial Statements**  
**December 31, 2025, 2024 and 2023**

The Company earns royalty revenue from Fleet Feet Sports Development Company, LLC and J Street 1976, LLC totaling \$2,731,378 and \$2,649,128 for the years ended December 31, 2025 and 2024, respectively. The Company's weighted average discount rate was 2.89 years and 0% at December 31, 2024, respectively, and \$1,205,818 for the years ended December 31, 2023, and 2022, respectively. The following is a maturity analysis of the annual undiscounted cash flows of the operating lease obligation as of December 31, 2025, as of December 31:

|                                                                                                                                                                                               |              |              |              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------|--------------|
| 2026                                                                                                                                                                                          |              |              | \$ 490,960   |
| 2027                                                                                                                                                                                          |              |              | 505,689      |
| 2028                                                                                                                                                                                          |              |              | 530,060      |
| Onward Outdoor Brands, LLC                                                                                                                                                                    | \$ 5,500,000 | \$ 5,500,000 |              |
| 2029                                                                                                                                                                                          |              |              | 536,486      |
| 2030                                                                                                                                                                                          |              |              | 87,314       |
| In addition to the above, the Company has patents sheets, receivables for ongoing operating transactions (Note 3) from related parties included within receivables, net on the balance sheets |              |              | 141,309      |
| Impaired intangibles                                                                                                                                                                          |              |              | (246,569)    |
| Present value of lease liability                                                                                                                                                              |              |              | \$ 1,894,740 |
| Amounts payable to affiliates were \$222,399 and \$154,886 as of December 31, 2024 and 2023.                                                                                                  |              |              |              |

**8. Related Parties**  
**9. Subsequent Events**

The Company's parent, Onward Outdoor Brands, LLC (the "Parent"), also owns 100% of Fleet Feet Sports Development Company, LLC (retail stores), FFS Digital, LLC (e-commerce website), Running Logistics, LLC (inventory warehousing), J Street 1976, LLC (retail stores), and Marathon Sports, LLC (retail stores).

The Company earned royalty revenue from Fleet Feet Sports Development Company, LLC and J Street 1976, LLC totaling \$2,731,378 and \$2,649,128 for the years ended December 31, 2025 and 2024, respectively. The Company earned royalty revenue from Fleet Feet Sports Development Company, LLC totaling \$1,560,801 for the year ended December 31, 2023.

The Company maintains intercompany financing arrangements with the Parent in the normal course of business. At December 31, 2025 and 2024, the Company had an intercompany note receivable from the Parent with an outstanding principal balance of \$5,000,000 and \$5,500,000, respectively.

On November 30, 2025, the Company and the Parent executed an intercompany promissory note (the "Note") to memorialize, ratify, and confirm prior intercompany advances and repayments. The Note was executed with a stated principal amount of \$5,500,000 and is payable on demand of the Company; accordingly, the related receivable is classified as current on the accompanying balance sheet as of December 31, 2025. There was no intent to settle the Note in 2025; accordingly, the Note is classified as noncurrent on the accompanying balance sheet as of December 31, 2024. Interest accrues on the unpaid principal at the applicable federal rate ("AFR") and is compounded annually based on a 365-day year. The Parent may prepay the Note, in whole or in part, at any time without penalty; partial prepayments are applied first to accrued and unpaid interest and then to principal. During the year ended December 31, 2025, the Company received \$500,000 of principal payments and \$1,106,519 of interest payments from the Parent related to the Note. Interest income is recognized as earned and is included in interest income in the accompanying statement of operations.

In the consolidated financial statements of the Parent, intercompany balances and transactions, including related interest income and expense, are eliminated.

(Added graphics)  
**Notes to Financial Statements**  
**December 31, 2025, 2024 and 2023**

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In addition to the due from affiliates on the balance sheets, receivables for ongoing operating transactions (Note 3) from related parties included within receivables, net on the balance sheets were \$3,225,347 and \$370,542 at December 31, 2025 and 2024, respectively.

Amounts payable to affiliates were \$508,931 and \$222,399 as of December 31, 2025 and 2024, respectively.

**9. Subsequent Events**

The Company evaluated the effect subsequent events would have on the financial statements through March 18, 2026, which is the date the financial statements were available to be issued.

**EXHIBIT D**  
**SPECIAL CIRCUMSTANCES ADDENDA**

### **ADDENDUM FOR SECOND OR SUBSEQUENT LOCATION**

(To Be Signed Only When Franchisee is Opening its Second or Subsequent Location)

This Addendum for Second or Subsequent Location ("Addendum") is signed as of \_\_\_\_\_ ("Addendum Date") between FLEET FEET, INCORPORATED, a North Carolina corporation ("Franchisor"), and \_\_\_\_\_ ("Franchisee").

A. Franchisor and Franchisee entered into a franchise agreement dated \_\_\_\_\_ ("Franchise Agreement"), whereby Franchisor granted and Franchisee accepted a license to operate a FLEET FEET store located at \_\_\_\_\_ ("Franchised Business").

B. Franchisor and Franchisee desire to amend the Franchise Agreement on the terms outlined below.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Notwithstanding anything in the Franchise Agreement to the contrary, Franchisee shall pay an initial franchise fee of Twenty-Two Thousand Five Hundred Dollars (\$22,500), of which Five Thousand Dollars (\$5,000) is due when Franchisee signs the Franchise Agreement, and the other Seventeen Thousand Five Hundred Dollars (\$17,500) is due upon opening the Franchised Business to customers.

2. If at any time during the period that begins on the Addendum Date and ends one (1) year after the Franchised Business is opened for business Franchisee makes a "Full Transfer," as that term is defined in Section 10.1 of the Franchise Agreement, then Franchisee shall pay Franchisor Twenty-Two Thousand Five Hundred Dollars (\$22,500) at the time of Transfer, in addition to the ~~Transfer Fee~~ transfer fees Franchisee must pay for the Franchised Business and any other FLEET FEET stores sold by Franchisee.

3. In the event of any inconsistency between the terms of the Franchise Agreement and the terms of this Addendum, the terms of this Addendum will supersede and control. In all other respects, the terms of the Franchise Agreement are ratified and confirmed.

IN WITNESS WHEREOF, parties hereto have duly executed this Addendum on the day, month and year first written above.

**FRANCHISOR:**

FLEET FEET, INCORPORATED

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FRANCHISEE:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## QUALIFIED EMPLOYEE ADDENDUM

(To Be Signed Only When Franchisee is a Qualified Employee)

This Addendum for Qualified Employees ("Addendum") is signed as of \_\_\_\_\_ ("Addendum Date") between FLEET FEET, INCORPORATED, a North Carolina corporation ("Franchisor"), and \_\_\_\_\_ ("Franchisee").

A. Franchisor and Franchisee entered into a franchise agreement dated \_\_\_\_\_ ("Franchise Agreement"), whereby Franchisor granted and Franchisee accepted a license to operate a FLEET FEET store located at \_\_\_\_\_ ("Franchised Business").

B. Franchisor and Franchisee desire to amend the Franchise Agreement on the terms outlined below.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Notwithstanding anything in the Franchise Agreement to the contrary, Franchisee shall pay an initial franchise fee of Thirty-Five Thousand Dollars (\$35,000), of which Ten Thousand (\$10,000) is due when Franchisee signs the Franchise Agreement, and the other Twenty-Five Thousand (\$25,000) is due upon opening the Franchised Business to customers.

2. Franchisee certifies that Franchisee (or one of the individuals owning at least fifty percent (50%) of Franchisee) has been employed full-time in a FLEET FEET store for at least 36 months as an employee working at least 130 hours per month.

3. If at any time during the period that begins on the Addendum Date and ends one (1) year after the Franchised Business is opened for business Franchisee makes a "Full Transfer," as that term is defined in Section 10.1 of the Franchise Agreement, then Franchisee shall pay Franchisor Ten Thousand Dollars (\$10,000) at the time of Transfer, in addition to the ~~Transfer Fees~~ transfer fees Franchisee must pay for the Franchised Business and any other FLEET FEET stores sold by Franchisee.

4. In the event of any inconsistency between the terms of the Franchise Agreement and the terms of this Addendum, the terms of this Addendum will supersede and control. In all other respects, the terms of the Franchise Agreement are ratified and confirmed.

IN WITNESS WHEREOF, parties hereto have duly executed this Addendum on the day, month and year first written above.

**FRANCHISOR:**

FLEET FEET, INCORPORATED

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FRANCHISEE:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

### VETFRAN ADDENDUM

(To Be Signed Only When Franchisee is a Qualified Veteran Receiving Franchisor's VetFran Discount)

This Addendum for Qualified Veterans ("Addendum") is signed as of \_\_\_\_\_ ("Addendum Date") between FLEET FEET, INCORPORATED, a North Carolina corporation ("Franchisor"), and \_\_\_\_\_ ("Franchisee").

A. Franchisor and Franchisee entered into a franchise agreement dated \_\_\_\_\_ ("Franchise Agreement"), whereby Franchisor granted and Franchisee accepted a license to operate a FLEET FEET store located at \_\_\_\_\_ ("Franchised Business").

B. Franchisor and Franchisee desire to amend the Franchise Agreement on the terms outlined below.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Notwithstanding anything in the Franchise Agreement to the contrary, Franchisee shall pay an initial franchise fee of Thirty-Five Thousand Dollars (\$35,000), of which Ten Thousand (\$10,000) is due when Franchisee signs the Franchise Agreement, and the other Twenty-Five Thousand (\$25,000) is due upon opening the Franchised Business to customers.

2. Franchisee certifies that Franchisee (or one of the individuals owning at least fifty percent (50%) of Franchisee) is a veteran of the U.S. Military and has received an honorable discharge as evidenced by the U.S. Department of Defense.

3. If at any time during the period that begins on the Addendum Date and ends one (1) year after the Franchised Business is opened for business Franchisee makes a "Full Transfer," as that term is defined in Section 10.1 of the Franchise Agreement, then Franchisee shall pay Franchisor Ten Thousand Dollars (\$10,000) at the time of Transfer, in addition to the ~~Transfer Fees~~ transfer fees Franchisee must pay for the Franchised Business and any other FLEET FEET stores sold by Franchisee.

4. In the event of any inconsistency between the terms of the Franchise Agreement and the terms of this Addendum, the terms of this Addendum will supersede and control. In all other respects, the terms of the Franchise Agreement are ratified and confirmed.

IN WITNESS WHEREOF, parties hereto have duly executed this Addendum on the day, month and year first written above.

**FRANCHISOR:**

FLEET FEET, INCORPORATED

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FRANCHISEE:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT E

### STATE SPECIFIC ADDENDUM TO FRANCHISE AGREEMENT AND FRANCHISE DISCLOSURE DOCUMENT

If any one of the following riders to the Franchise Agreement for Specific States ("Riders") is checked below, then that Rider shall be incorporated into the Franchise Agreement entered into by FLEET FEET, INCORPORATED and the undersigned Franchisee. To the extent any terms of a Rider conflict with the terms of the Franchise Agreement, the terms of the Rider shall supersede the terms of the Franchise Agreement.

#### Applicable Rider

- ☐ California
- ☐ Illinois
- ☐ Maryland
- ☐ Minnesota
- ☐ New York
- ☐ North Dakota
- ☐ Ohio
- ☐ Rhode Island
- ☐ Virginia
- ☐ Washington
- ☐ Indiana, Michigan,  
South Dakota, and Wisconsin

#### FRANCHISOR:

FLEET FEET, INCORPORATED

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

#### FRANCHISEE:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CALIFORNIA APPENDIX FOR OFFERINGS  
OF FLEET FEET FRANCHISES IN CALIFORNIA**

Each provision of this California addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of California law are met independently without reference to this addendum. Each provision of this California addendum shall be enforceable only to the extent required by applicable California franchise law.

**1. The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.**

2. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT AT LEAST 14 DAYS PRIOR TO EXECUTION OF AGREEMENT.

3. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT [HTTP://WWW.DFPI.CA.GOV](http://www.dfpi.ca.gov).

4. Neither we nor any person or franchise broker in Item 2 of the franchise disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A.78a *et seq.*, suspending or expelling such persons from membership in such association or exchange.

5. Item 17 Additional Paragraphs:

- (A) California Business and Professional Code Sections 20000 through 20043 provide rights to the franchisee concerning the termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.
- (B) The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 *et seq.*).

- (C) The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.
- (D) Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as business and Professions Code Section 20040.S, and Code of Civil Procedures 1281) to any provisions of the Franchise Agreement restricting venue to a forum outside the State of California.
- (E) The franchise agreement requires application of the laws of North Carolina. This provision may not be enforceable under California law.
- (F) The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

6. THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION NOR IS A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN TRUE, COMPLETE AND NOT MISLEADING.

7. You must sign a general release if you transfer or renew your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

8. Corporations Code 31512 provides that: "Any conditions, stipulation, or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of this law or any rule or order hereunder is void."

9. Any provision of a Franchise Agreement, Franchise Disclosure Document, acknowledgement, questionnaire, or other writing, including any exhibit thereto disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:

(A) Representations made by the franchisor or its personnel or agents to a prospective franchisee.

(B) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.

(C) Reliance by a franchisee on the Franchise Disclosure Document, including any exhibit thereto.

(D) Violations of any provision of this division.

10. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

11. No statement, questionnaire, or acknowledgment 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 in connection with the franchise.

CALIFORNIA ADDENDUM TO THE FRANCHISE AGREEMENT

The undersigned agree that the following is added to the Franchise Agreement dated \_\_\_\_\_.

No statement, questionnaire, or acknowledgment 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 in connection with the franchise.

Each provision of this California addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of California law are met independently without reference to this addendum. Each provision of this California addendum shall be enforceable only to the extent required by applicable California franchise law.

**FRANCHISOR:**

FLEET FEET, INCORPORATED

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FRANCHISEE:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## ILLINOIS

Each provision of this Illinois addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of Illinois law are met independently without reference to this addendum. Each provision of this Illinois addendum shall be enforceable only to the extent required by applicable Illinois franchise law.

The Franchise Disclosure Document and Franchise Agreement are amended to include the following:

1. Illinois law governs the Franchise Agreement.
2. To the extent required by Illinois law, your rights upon Termination and Non-Renewal of a Franchise Agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
3. To the extent required by Illinois law, in conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or **any other law of Illinois** is void.
4. No statement, questionnaire, or acknowledgment 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 in connection with the franchise.
5. Under Illinois law, any provision that purports to bind any person acquiring a franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act ("Act") or any other law of Illinois is void. However, this provision will not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any provisions of the Act, nor shall it prevent the arbitration of any claim pursuant to Title 9 of the United States Code.

### FRANCHISOR:

FLEET FEET, INCORPORATED

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

### FRANCHISEE:

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **MARYLAND**

Each provision of this Maryland addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of Maryland law are met independently without reference to this addendum. Each provision of this Maryland addendum shall be enforceable only to the extent required by applicable Maryland franchise law.

### **Disclosure Document Addendum:**

1. Item 17(c) (renewal) and 17(m) (transfer) are revised to provide that, to the extent required by Maryland law, the requirement to sign a general release as a condition of renewal or consent to an assignment, or transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
2. Item 17 is revised to provide that, to the extent required by Maryland law, any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
3. The Disclosure Document is revised to provide:

No statement, questionnaire, or acknowledgment 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 in connection with the franchise.

### **Franchise Agreement Addendum:**

1. Section 11.1(a) of the Agreement is revised to provide that termination upon bankruptcy might not be enforceable under the U.S. Bankruptcy Act.
2. Article 13 of the Agreement is revised to include the following language:

“To the extent required by Maryland law, all representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.”
3. To the extent required by Maryland law, the representations made in Article 14 of the Franchise Agreement requiring franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

4. Section 15.14 of the Agreement is revised to include the following language:

“To the extent required by Maryland law, all representations requiring franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.”

5. The Franchise Agreement is revised to include the following language:

No statement, questionnaire, or acknowledgment 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 in connection with the franchise.

6. The Franchise Agreement is revised to provide that the requirement to sign a general release as a condition of renewal or consent to an assignment or transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure law, to the extent required by Maryland law.

7. The following provisions are hereby deleted from the Franchise Agreement:

(A) This language from Section 4.1: You expressly acknowledge and agree that our acceptance of a site for the Franchised Business is not and shall not be construed as a guarantee or assurance that the Franchised Business will be profitable. You hereby acknowledge and agree that our acceptance of a site does not constitute an assurance, representation or warranty of any kind, express or implied, as to the suitability of the site for the Franchised Business or for any other purpose. Both you and we acknowledge that application of criteria that may have been effective with respect to other sites and premises may not be predictive of potential for all sites and that, subsequent to our acceptance of a site, demographic and/or economic factors, such as competition from other similar businesses, included in or excluded from our criteria could change, thereby altering the potential of a site or lease. Such factors are unpredictable and are beyond our control.

(B) This language from Section 6.1(f): or you will be deemed to conclusively acknowledge that all pre-opening and opening services required to be provided by us were sufficient and satisfactory in your judgment and compliant with all representations made to you. If you fail to so notify us, you will be deemed to have waived all claims relating to our arising from our obligations to provide pre-opening and opening assistance.

(C) This language from Section 14.1: We make no express or implied warranties or representations that you will achieve any degree of success in the development or operation of the Franchised Business and that success in the development and operation of the Franchised Business depends ultimately on your

efforts and abilities and on other factors, including, but not limited to, market and other economic conditions, your financial condition and competition.

(D) This language from Section 14.6: You acknowledge that you have conducted an independent investigation of the business venture contemplated by this agreement and recognize that it involves business risk and that the success of the venture is largely dependent upon your business abilities. You have not received from us or our affiliates any representation or guarantees of potential sales, expenses, income, profit or loss other than as contained in the Franchise Disclosure Document that you received for this franchise agreement. We expressly disclaim the making of such representations outside of the Franchise Disclosure Document. You have not received from us or our affiliates or anyone acting on their behalf any representations other than those contained in the Franchise Disclosure Document that you received with this Agreement as inducements to enter into this Agreement.

(E) This language from Section 14.11: You acknowledge that you have read this agreement and the FLEET FEET Franchise Disclosure Document and that you understand and accept the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain our standards of quality and service and the uniformity of those standards at all FLEET FEET retail stores and thereby to protect and preserve the goodwill of the marks and the System.

(F) This language from Section 14.12: You acknowledge that we have advised you to seek independent counsel to review this franchise offering and to advise you in connection with it.

(G) This language from Section 14.13: You acknowledge that, in all your dealings with our owners, officers, directors, employees, and representatives, these individuals act only in their representative capacity and not in an individual capacity. You acknowledge that this Agreement and all business dealings between you and these individuals as a result of this Agreement are solely between you and us. Notwithstanding the foregoing, if we engage any broker, that broker will be solely liable for its conduct with you except that we will remain liable for the broker's conduct solely to the extent of our own criminal, intentional, or grossly negligent conduct in engaging the broker.

8. Each provision of this Maryland addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of Maryland law are met independently without reference to this addendum. Each provision of this Maryland addendum shall be enforceable only to the extent required by applicable Maryland franchise law.

**FRANCHISOR:**  
FLEET FEET, INCORPORATED

**FRANCHISEE:**  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## MINNESOTA

Each provision of this Minnesota addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of Minnesota law are met independently without reference to this addendum. Each provision of this Minnesota addendum shall be enforceable only to the extent required by applicable Minnesota franchise law.

### **Addendum to Disclosure Document:**

1. Minnesota Rule 2860.4400(J) prohibits the franchisor from franchisee to waive rights to any procedure, forum or remedies provided for by the laws of Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties, or judgment notes. This does not bar an exclusive arbitration clause. To the extent required by Minnesota law, nothing the disclosure document or agreement can abrogate or reduce any of franchisee's right as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

2. To the extent required under Minnesota law, except in certain specified cases, we must give you 90 days notice of termination with 60 days to cure. To the extent required under Minnesota law, we also must give you at least 180 days notice of our intention not to renew a franchise and sufficient opportunity to recover the fair market value of the franchise as a going concern.

3. Item 13 is revised to include the following language:

"To the extent required by the Minnesota Franchises Act, we will protect your rights to use the trademarks, service marks, trade names, logo types or other commercial symbols related to the trademarks or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the trademarks, provided you are using them in accordance with the franchise agreement."

4. Items 17(c) and 17(m) are revised to provide that we cannot require you to sign a release of claims under the Minnesota Franchises act as a condition to renewal or assignment, to the extent required by Minnesota law.

5. To the extent required by Minnesota law, we are prohibited from requiring you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22, provided that the foregoing shall not bar the voluntary settlement of disputes.

6. No statement, questionnaire, or acknowledgment 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 in connection with the franchise.

7. Pursuant to Minnesota Statutes Section 604.113, there is a \$30 cap on service charges issued due to insufficient funds in accounts and dishonored checks.

#### **Addendum to Franchise Agreement:**

1. To the extent required by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3 and 4 which require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement

2. The Franchise Agreement is revised to include the following:

“To the extent required by the Minnesota Franchises Act, we will protect your right to use the trademarks, service marks, trade names, logo types or other commercial symbols, or indemnify you from any loss, costs, or expenses arising out of any claim, suit or demand regarding the use of the name, provided you are using them in accordance with the terms of this Agreement.”

3. To the extent required by Minnesota law, we are prohibited from requiring you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22, provided that the foregoing shall not bar the voluntary settlement of disputes.

4. To the extent required by Minnesota law, you are not required to waive your rights to a jury trial or waive rights to any procedure, forum, or remedies provided for by the laws of Minnesota.

5. To the extent required by Minnesota law, the statute of limitations under Minn. Stat § 80C.17, Subd. 5. will apply.

6. No statement, questionnaire, or acknowledgment 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 in connection with the franchise.

7. To the extent required by Minnesota law, we will comply with Minnesota Statutes Section 604.113, which creates a \$30 cap on service charges issued due to insufficient funds in accounts and dishonored checks.

8. Each provision of this Minnesota addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of Minnesota law are met independently without reference to this addendum. Each provision of this Minnesota addendum shall be enforceable only to the extent required by applicable Minnesota franchise law.

**FRANCHISOR:**

FLEET FEET, INCORPORATED

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FRANCHISEE:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT F OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is to be added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

(A) . No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

(B) No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

(C) No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

(D) No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to

any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the “Summary” sections of Item 17(c), titled “Requirements for franchisee to renew or extend,” and Item 17(m), entitled “Conditions for franchisor approval of transfer”:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the “Summary” section of Item 17(d), titled “**Termination by franchisee**”: You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the “Summary” sections of Item 17(v), titled “**Choice of forum**”, and Item 17(w), titled “**Choice of law**”:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York

6. No statement, questionnaire, or acknowledgment 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 in connection with the franchise.

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

Each provision of this New York addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of New York law are met independently without reference to this addendum. Each provision of this New York addendum shall be enforceable only to the extent required by applicable New York law.

FRANCHISOR:

FRANCHISEE:

FLEET FEET, INCORPORATED

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## NORTH DAKOTA

Each provision of this North Dakota addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of North Dakota law are met independently without reference to this addendum. Each provision of this North Dakota addendum shall be enforceable only to the extent required by applicable North Dakota law.

### Addendum to Disclosure Document:

Item 17 of the Disclosure Document is revised to include the following:

17.c: To the extent required under applicable North Dakota law, Franchisee is not required to sign a general release upon renewal of the Franchise Agreement.

17.r: Covenants not to compete are generally considered unenforceable in the State of North Dakota and may be subject to Section 9-08-06 of the North Dakota Century Code.

17.v: The North Dakota Insurance & Securities Commissioner prohibits us from requiring you to consent to the jurisdiction of courts located outside of North Dakota, to the extent required under applicable North Dakota law.

17.w: If you bring any claims relating to the Franchise Agreement and/or the relationship between you and us, and if you independently meet the jurisdictional requirements of North Dakota, then North Dakota law will apply to such claims.

The Disclosure Document is revised to include the following:

No statement, questionnaire, or acknowledgment 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 in connection with the franchise.

The Disclosure Document is revised to include the following:

The State of North Dakota has determined that requiring franchisees to consent to termination penalties or liquidated damages to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement that a franchisee consent to termination penalties or liquidated damages is deleted.

The Disclosure Document is revised to include the following:

The State of North Dakota has determined that parties agreeing to arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business to be unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The site of arbitration or mediation will be agreeable to all parties and may not be remote from the franchisee's place of business.

The Disclosure Document is revised to include the following:

The State of North Dakota has determined that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota to be unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement in the Franchise Disclosure Document, Franchise Agreement, and Supplemental Agreements that a franchisee consent to the jurisdiction of courts outside North Dakota is deleted.

**Addendum to the Franchise Agreement:**

Franchise Agreement Sections 5.7 and 11.6 are revised to include the following:

Covenants not to compete are generally considered unenforceable in the State of North Dakota and may be subject to Section 9-08-06 of the North Dakota Century Code.

Article 13 of the Franchise Agreement is revised to include:

This Agreement will be construed according to the laws of North Dakota, to the extent required by North Dakota law. The Statute of Limitations on claims will be determined based upon North Dakota law, to the extent required by North Dakota law.

The Franchise Agreement is revised to include:

To the extent required by North Dakota law, the North Dakota Insurance & Securities Commissioner prohibits us from requiring you to sign a general release upon renewal of your franchise.

Section 13.3 of the Franchise Agreement is revised to include:

To the extent required by North Dakota law, the North Dakota Insurance & Securities Commissioner prohibits us from requiring you to consent to a waiver of consequential, exemplary and punitive damages.

Sections 13.3 of the Franchise Agreement are revised to include:

To the extent required by North Dakota law, the North Dakota Insurance & Securities Commissioner prohibits us from requiring you to consent to a waiver of your right to a jury trial.

The Franchise Agreement is revised to provide that:

No statement, questionnaire, or acknowledgment 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 in connection with the franchise.

The Franchise Agreement is revised to provide that:

The State of North Dakota has determined that requiring franchisees to consent to termination penalties or liquidated damages to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement that a franchisee consent to termination penalties or liquidated damages is deleted.

The Franchise Agreement is revised to provide that:

The State of North Dakota has determined that parties agreeing to arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business to be unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The site of arbitration or mediation will be agreeable to all parties and may not be remote from the franchisee's place of business.

The Franchise Agreement is revised to provide that:

The State of North Dakota has determined that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota to be unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement in the Franchise Disclosure Document, Franchise Agreement, and Supplemental Agreements that a franchisee consent to the jurisdiction of courts outside North Dakota is deleted.

**FRANCHISOR:**

FLEET FEET, INCORPORATED

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FRANCHISEE:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## OHIO

### FOR OHIO RESIDENTS AND FRANCHISEES WITH TERRITORIES AND/OR LOCATIONS IN OHIO

Notice of cancellation

\_\_\_\_\_  
(Enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to FLEET FEET, INCORPORATED, Franchise Administration Department, P.O. Box 1269, Carrboro, NC 27510, not later than midnight of \_\_\_\_\_.

I hereby cancel this transaction.

(Purchaser's Signature)

(Date)

FOR OHIO RESIDENTS AND FRANCHISEES WITH TERRITORIES AND/OR  
LOCATIONS IN OHIO

Notice of cancellation

\_\_\_\_\_  
(Enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to FLEET FEET, INCORPORATED, Franchise Administration Department, P.O. Box 1269, Carrboro, NC 27510, not later than midnight of \_\_\_\_\_.

I hereby cancel this transaction.

(Purchaser's Signature)

(Date)

## **RHODE ISLAND**

Each provision of this Rhode Island addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of Rhode Island law are met independently without reference to this addendum. Each provision of this Rhode Island addendum shall be enforceable only to the extent required by applicable Rhode Island franchise law.

### **Addendum to the Disclosure Document:**

Item 17 of the Disclosure Document is revised to include the following:

Rhode Island Franchise Investment law provides that a provision in a franchise agreement requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under Rhode Island franchise law.

The Disclosure Document is revised to include the following:

No statement, questionnaire, or acknowledgment 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 in connection with the franchise.

### **Addendum to the Franchise Agreement:**

Section 13.1 of the Franchise Agreement is revised to include:

This Agreement will be construed according to the laws of Rhode Island to the extent required by Rhode Island law.

The Franchise Agreement is revised to include:

No statement, questionnaire, or acknowledgment 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 in connection with the franchise.

**FRANCHISOR:**

FLEET FEET, INCORPORATED

**FRANCHISEE:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## VIRGINIA

Each provision of this Virginia addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of Virginia law are met independently without reference to this addendum. Each provision of this Virginia addendum shall be enforceable only to the extent required by applicable Virginia franchise law.

The following statements are added to Item 17.h.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

The Disclosure Document and Franchise Agreement are revised to include:

No statement, questionnaire, or acknowledgment 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 in connection with the franchise.

**FRANCHISOR:**

FLEET FEET, INCORPORATED

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FRANCHISEE:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## WASHINGTON

### WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT, AND RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the

term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

16. **Questionnaires and Acknowledgments.** No statement, questionnaire, or acknowledgment 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 in connection with the franchise.

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

Each provision of this Washington addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of Washington law are met independently without reference to this addendum. Each provision of this Washington addendum shall be enforceable only to the extent required by applicable Washington franchise law.

The undersigned does hereby acknowledge receipt of this addendum.

**FRANCHISOR:**

**FRANCHISEE:**

FLEET FEET, INCORPORATED

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**INDIANA, MICHIGAN, SOUTH DAKOTA, AND WISCONSIN ADDENDUM TO THE  
DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT**

The undersigned agree that the following is added to the Disclosure Document and the Franchise Agreement dated \_\_\_\_\_.

No statement, questionnaire, or acknowledgment 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 in connection with the franchise.

Each provision of this addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the laws of Franchisee's jurisdiction are met independently without reference to this addendum. Each provision of this addendum shall be enforceable only to the extent required by applicable franchise law.

**FRANCHISOR:**

FLEET FEET, INCORPORATED

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FRANCHISEE:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## EXHIBIT F

### FEDERAL AND STATE REGULATORY AUTHORITIES

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. We may not yet be registered to sell franchises in any or all of these states. If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process. There also may be additional agents appointed in some of the states listed.

FEDERAL TRADE COMMISSION  
Franchise Rule Coordinator  
Federal Trade Commission Division of  
Marketing Practices  
Pennsylvania Avenue at Sixth Street,  
N.W., Room 238  
Washington, D.C. 20580  
Telephone: (202) 326-2970

CALIFORNIA:  
Commissioner of Financial Protection &  
Innovation  
Department of Financial Protection and  
Innovation  
320 West 4th St., Ste. 750  
Los Angeles, California 90013  
Telephone: (213) 576-7500 or  
Toll Free Telephone: (866) 275-2677

HAWAII:  
Commissioner of Securities  
of the State of Hawaii  
Department of Commerce and  
Consumer Affairs  
Business Registration Division  
335 Merchant Street, Room 203  
Honolulu, HI 96813  
Telephone: (808) 586-2722

ILLINOIS (Registered Agent):  
F. Chet Taylor, Director of Securities  
Office of the Secretary of State  
Securities Department  
69 West Washington Street, Suite 1220  
Chicago, IL 60602  
Telephone: (312) 793-3884

ILLINOIS (Regulatory Authority):  
Kwame Raoul  
Illinois Attorney General  
500 South Second Street  
Springfield, Illinois 62706  
Telephone: (217) 782-4465

INDIANA:  
Marie Castetter, Securities  
Commissioner  
Franchise Section  
Indiana Securities Division  
Secretary of State  
Room E-111  
302 West Washington Street  
Indianapolis, IN 46204  
Telephone: (317) 232-6681

MARYLAND (Registered Agent):  
Maryland Securities Commissioner  
200 St. Paul Place  
Baltimore, Maryland 21202-2020  
Telephone: (410) 576-6360

MARYLAND (Regulatory Authority):  
Office of the Attorney General

Securities Division  
200 St. Paul Place  
Baltimore, MD 21202-2020  
Telephone: (410) 576-6360

MICHIGAN (Regulatory Authority):  
Consumer Protection Division  
Antitrust and Franchise Unit  
Michigan Department of Attorney  
General  
525 W. Ottawa Street  
Lansing, MI 48909  
Telephone: (517) 373-1152

MICHIGAN (Registered Agent):  
Linda Cena, Securities Director  
Office of Financial & Insurance  
Regulation  
525 West Allegan  
1st Floor Constitution Hall  
Lansing, MI 48909  
Telephone: (517) 241-6345

MINNESOTA:  
Minnesota Dept. of Commerce  
Securities-Franchise Registration  
85 7th Place East, Suite 280  
Saint Paul, MN 55101-2198  
Telephone: (651) 539-1500

NEW YORK (Administrator/Regulatory  
Authority)  
New York State Department of Law  
Investor Protection Bureau  
28 Liberty St., 21st Floor  
New York, NY 10005  
Telephone: (212) 416-8222

NEW YORK (Agent for Service of  
Process)  
Secretary of State  
99 Washington Avenue  
Albany, NY 12231

NORTH DAKOTA:

North Dakota Insurance & Securities  
Department  
Fifth Floor State Capitol, Dept. 414  
600 East Boulevard  
Bismarck, ND 58505-0510  
Telephone: (701) 328-2910

RHODE ISLAND:  
Division of Securities  
1511 Pontiac Ave  
John O. Pastore Complex, Bld 69-1  
Cranston, RI 02920  
Telephone: (401) 462-9500

SOUTH DAKOTA:  
Division of Insurance  
Securities Regulation  
124 S. Euclid, Ste. 104  
Pierre, SD 57501  
Telephone: (605) 773-3563

VIRGINIA (Registered Agent):  
Clerk of the State Corporation  
Commission  
1300 East Main Street, 1st Floor  
Richmond, Virginia 23219  
Telephone: (804) 371-9733

VIRGINIA (Regulatory Authority)  
State Corporation Commission,  
Division of Securities and Retail  
Franchising  
1300 East Main Street, 9th Floor  
Richmond, Virginia 23219  
Telephone: (804) 371-9051

WASHINGTON:  
Address for Service of Process:  
Department of Financial Institutions  
Securities Division  
150 Israel Road, SW  
Tumwater, WA 98501  
Telephone: (360) 902-8760

Mailing Address:  
Department of Financial Institutions  
Securities Division  
PO Box 41200  
Olympia, WA 98504-1200

WISCONSIN:  
Franchise Office  
Wisconsin Securities Commission  
P.O. Box 1768  
Madison, WI 53701  
Telephone: (608) 266-3364

## EXHIBIT G

### SAMPLE GENERAL RELEASE (Current Form; Subject to Change)

FOR AND IN CONSIDERATION of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties agree and covenant to fully and mutually release the other as follows:

1. The Franchisee and its successors, heirs, executors, administrators, personal representatives, agents, assigns, partners, shareholders, members, officers, directors, principals, employees, and affiliated parties (collectively, the "Franchisee Parties") do hereby release and forever discharge Franchisor, its successors, heirs, executors, administrators, personal representatives, agents, assigns, partners, shareholders, members, officers, directors, principals, employees, and affiliated parties (collectively, the "Franchisor Parties") from any and all claims, demands, damages, actions, causes of action, or suits of any kind or nature whatsoever, both known and unknown, including, without limitation: (a) arising out of or related to the Franchisor Parties' obligations under the franchise agreement or (b) otherwise arising from or related to the Franchisee Parties' relationship, from the beginning of time to the date of Franchisee's signature below, with any of the Franchisor Parties.

2. Franchisee, on ~~your~~its own behalf and on behalf of the other Franchisee Parties, further ~~covenant~~covenants not to sue any of the Franchisor Parties on any of the claims released by the preceding paragraph and ~~represent~~represents that Franchisee has not assigned any such claims released by the preceding paragraph to any individual or entity who is not bound by this Release. It is understood and agreed that this Release is not to be construed as an admission of liability with respect to the Franchisor Parties.

3. The consideration expressly mentioned herein is the only consideration paid or to be paid by ~~said~~the parties hereby released. The parties acknowledge that no other party, or agent, or attorney of any other party, has made any promise, or representation or warranty to induce this Release, not herein expressly set forth, and no such promises, representations, or warranties are relied upon as a consideration for this Release, or otherwise, but any and all of the parties' respective claims, of whatever nature, are hereby fully and forever released, compromised and settled. Full and complete compromise, settlement, and accord and satisfaction are hereby acknowledged, and it is expressly agreed by the undersigned parties never to sue any of the other parties hereby released on any alleged promise, representation, or warranty for this Release not herein expressly set forth.

4. This Agreement contains the entire agreement and understanding between the parties as to the matters specified herein and supersedes and replaces all agreements on this subject matter, whether written or oral. The terms contained herein may not be modified or amended except in writing signed by the parties. The terms of this Release are contractual and not a mere recital.

5. The undersigned further state that they have carefully read the foregoing instrument; that they know the contents thereof; that they understand and agree to each and every term and condition contained herein; that they signed the same as their own free act and deed; and that they have not assigned any rights released hereunder to any person or organization, private or governmental.

6. The parties hereby covenant and agree that each shall not make, at any time or place, any disparaging remarks, verbally or in writing, concerning any of the parties' actions or perceived omissions, regarding any matter connected with this Release ~~Agreement~~—or

otherwise take any action that would disparage or cast doubt upon the business acumen or judgment of any other party. Each party understands and acknowledges that each other party's business and reputation are of special, unique, and extraordinary character, which gives them a particular value, the loss of which cannot reasonably be compensated in damages in an action at law. Accordingly, each party further agrees that in addition to any other rights or remedies that any other party may possess at law, any aggrieved party shall be entitled to injunctive and other equitable relief in order to prevent or remedy a breach of the provisions of this Agreement by any other party hereto.

7. The terms of this Release arose from discussions between the parties. Accordingly, no claimed ambiguity in this Release shall be construed against any party claimed to have drafted or proposed the language in question.

8. This Release shall be governed by and construed pursuant to the laws of the State of North Carolina.

9. This Release may be executed in two copies, each of which shall be deemed an original.

10. IF THE FRANCHISED BUSINESS UNDER WHICH FRANCHISEE OPERATES ~~UNDER THE FRANCHISE AGREEMENT~~ IS LOCATED IN CALIFORNIA OR IF FRANCHISEE IS A RESIDENT OF CALIFORNIA, THE FOLLOWING SHALL APPLY:

SECTION 1542 ACKNOWLEDGMENT. IT IS FRANCHISEE'S INTENTION, ON FRANCHISEE'S OWN BEHALF AND ON BEHALF OF THE FRANCHISEE PARTIES, IN EXECUTING THIS RELEASE THAT THIS INSTRUMENT BE AND IS A GENERAL RELEASE WHICH SHALL BE EFFECTIVE AS A BAR TO EACH AND EVERY CLAIM, DEMAND, OR CAUSE OF ACTION RELEASED BY FRANCHISEE OR THE FRANCHISEE PARTIES. FRANCHISEE RECOGNIZES THAT FRANCHISEE OR THE FRANCHISEE PARTIES MAY HAVE SOME CLAIM, DEMAND OR CAUSE OF ACTION AGAINST THE FRANCHISOR PARTIES OF WHICH FRANCHISEE, HE, SHE, OR IT IS TOTALLY UNAWARE AND UNSUSPECTING, WHICH FRANCHISEE, HE, SHE, OR IT IS GIVING UP BY EXECUTING THIS RELEASE. IT IS FRANCHISEE'S INTENTION, ON FRANCHISEE'S OWN BEHALF AND ON BEHALF OF THE FRANCHISEE PARTIES, IN EXECUTING THIS INSTRUMENT THAT IT WILL DEPRIVE FRANCHISEE, HIM, HER, OR IT OF EACH SUCH CLAIM, DEMAND, OR CAUSE OF ACTION AND PREVENT FRANCHISEE, HIM, HER, OR IT FROM ASSERTING IT AGAINST THE FRANCHISOR PARTIES. IN FURTHERANCE OF THIS INTENTION, FRANCHISEE, ON FRANCHISEE'S OWN BEHALF AND ON BEHALF OF THE FRANCHISEE PARTIES, EXPRESSLY WAIVES ANY RIGHTS OR BENEFITS CONFERRED BY THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN THE CREDITOR'S FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY THE CREDITOR MUST HAVE MATERIALLY AFFECTED THE CREDITOR'S SETTLEMENT WITH THE DEBTOR."

FRANCHISEE ACKNOWLEDGES AND REPRESENTS THAT FRANCHISEE HAS CONSULTED WITH LEGAL COUNSEL BEFORE EXECUTING THIS RELEASE AND THAT FRANCHISEE UNDERSTANDS ITS MEANING, INCLUDING THE EFFECT OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND EXPRESSLY CONSENTS THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH AND ALL OF ITS EXPRESS TERMS AND PROVISIONS, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO THE

RELEASE OF UNKNOWN AND UNSUSPECTED CLAIMS, DEMANDS, AND CAUSES OF ACTION.

11. If the Franchised Business is located in Maryland or if Franchisee is a resident of Maryland, the following shall apply:

Any general release provided for hereunder shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

12. This Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, or the rules adopted thereunder.

13. All releases given by the Parties are intended to constitute a full, complete, unconditional and immediate substitution for any and all rights, claims, demands and causes of action whatsoever which exist, or might have existed, on the date of this document. The Parties represent and warrant that they have made such independent investigation of the facts, law, and otherwise pertaining to all matters discussed, referred to, or released in or by this document as the Releasing Parties, in the Releasing Parties independent judgment, believe necessary or appropriate.

**FRANCHISOR:**

FLEET FEET, INCORPORATED

**FRANCHISEE:**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT H

### ADDENDUM TO RENEWAL FRANCHISE AGREEMENT (to be signed by a renewing franchisee concurrently with the Franchise Agreement) (Current Form; Subject to Change)

THIS ADDENDUM ("Addendum") to the Franchise Agreement dated as of the ~~Effective Date~~ \_\_\_\_\_ ("Agreement") between FLEET FEET, INCORPORATED, a North Carolina corporation ("Franchisor"), and \_\_\_\_\_ ("Franchisee") is made as of the same date to amend and supplement certain terms and conditions of the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall control. All capitalized terms not otherwise defined in this Addendum shall have their respective meanings set forth in the Agreement.

1. Franchisor has previously accepted the site for the Franchised Business as required pursuant to the Franchise Agreement. The Accepted Location is: \_\_\_\_\_.

2. The term length of this Franchise Agreement ~~shall~~will be \_\_\_\_\_.

3. Franchisor has previously accepted the lease for the Accepted Location as required pursuant to the Franchise Agreement and therefore waives the requirement for lease review and acceptance; provided, however, that if Franchisee enters into a new lease for the Accepted Location during the term of the Agreement, all lease review and acceptance requirements ~~shall~~will remain applicable.

4. Franchisor and Franchisee acknowledge that the Franchised Business has commenced operations as required pursuant to the Franchise Agreement.

5. Franchisee acknowledges and agrees that Franchisor has complied with its obligations under the Agreement (or Franchisee waives, as the case may be, Franchisor's obligation) to (1) assist Franchisee in choosing the Accepted Location and determining fulfillment of the requisite criteria for the Accepted Location, such determination based on information provided by Franchisee (including those obligations set forth in the Franchise Agreement; and (2) to provide opening support services listed in the Franchise Agreement.

6. The Section of the Franchise Agreement pertaining to a Grand Opening is deleted.

7. The Section of the Franchise Agreement granting Franchisee a renewal right and renewal term is hereby deleted.

8. Franchisee will complete the remodeling and renovations of the Franchised Business, at Franchisee's expense, listed on Exhibit A to this addendum no later than 60 days following the Effective Date of the Addendum or at such different time as set forth in Exhibit A.

9. Franchisee, for itself, and its respective heirs, successors, assigns, agents and representatives, hereby fully and forever unconditionally releases and discharges the Franchisor, and its predecessors, parents, affiliates, subsidiaries, successors, assigns, agents, representatives, employees, owners, officers, and directors (collectively referred to as "Franchisor Parties") from any and all claims, demands,

obligations, actions, liabilities, defenses, or damages of every kind and nature whatsoever, in law or in equity, whether known or unknown, which may hereafter be discovered, in connection with, as a result of, or in any way arising from, any relationship or transaction with the Franchisor or the Franchisor Parties, however characterized or described, from the beginning of time until the date of this Addendum.

10. Franchisee agrees not to, and to use its best efforts to cause its current and former shareholders, officers, directors, principals, agents, partners, employees, representatives, attorneys, spouses, and successors and assigns not to, disparage or otherwise speak or write negatively, directly or indirectly, of Franchisor or the Franchisor ~~Affiliates~~ Parties or their respective current and former agents, principals, officers, directors, shareholders, members, employees, franchisees, representatives, area directors, attorneys, parents, predecessors, affiliates, subsidiaries divisions, and successors and assigns, the FLEET FEET brand, the FLEET FEET system, or any other service-marked or trademarked concept of Franchisor, or take any action which would subject the FLEET FEET brand to ridicule, scandal, reproach, scorn, or indignity or which would negatively impact the goodwill of Franchisor or its brand.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed on the date first set forth above.

**FRANCHISOR:**

**FRANCHISEE:**

FLEET FEET, INCORPORATED

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit A

[To be inserted as applicable]

## EXHIBIT I

### AGREEMENT AND CONDITIONAL CONSENT TO TRANSFER (Current Form; Subject to Change)

THIS AGREEMENT AND CONDITIONAL CONSENT TO TRANSFER ("Agreement") is made among FLEET FEET, INCORPORATED, a North Carolina corporation ("Franchisor"), \_\_\_\_\_ ("Seller"), and \_\_\_\_\_ ("Buyer"), and, if any, the undersigned Guarantors, effective as of the Effective Date.

A. Seller is the franchisee pursuant to that certain franchise agreement between Franchisor and Seller, as franchisee, dated \_\_\_\_\_ ("Seller Franchise Agreement"), governing the operation of the FLEET FEET business located at \_\_\_\_\_ ("Franchised Business");

B. Buyer is the franchisee under that certain franchise agreement between Franchisor and Buyer, as franchisee, dated \_\_\_\_\_ (as amended, "Buyer Franchise Agreement");

C. Seller has notified Franchisor that it and Buyer have entered into an Asset Purchase Agreement, dated \_\_\_\_\_ ("Purchase Agreement"), pursuant to which Seller has agreed to sell and Buyer has agreed to purchase all of the rights, obligations and assets relating to the Franchised Business ("Interests") and, further, that Buyer has agreed to assume ~~the lease~~ all obligations with regard to the Franchised Business (collectively, "Transfer"); and

D. Seller and the guarantors of the obligations of Seller ("Seller Guarantors") have requested that Franchisor consent to the Transfer and release Seller and the Seller Guarantors from all obligations under the Franchise Agreement and guaranty, respectively; and

E. The parties desire to set forth the terms and conditions under which Franchisor will consent to the Transfer and release.

FOR AND IN CONSIDERATION of the foregoing ~~Recitals~~ recitals, which are incorporated herein, the mutual covenants expressed herein, and other valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Effective Date. The Effective Date will be the date on which Franchisor signs this Agreement acknowledging its consent to the proposed Transfer. Nevertheless, if the Closing (as defined below) does not occur, the Transfer shall not occur and the Seller Franchise Agreement shall remain in full force and effect.

2. Proposed Transfer. Buyer is purchasing the Interests from Seller in accordance with the terms and conditions of the "Purchase Agreement," a copy of which has been provided to Franchisor by Seller and Buyer. Seller and Buyer represent and warrant that the form of Purchase Agreement provided to Franchisor is the final

version of the agreement and is the version which has been or will be executed by them to effectuate the Transfer.

3. Conditional Consent; Release of Guaranty. The Seller Franchise Agreement provides that the Transfer cannot take place without the consent of Franchisor. Franchisor will consent to the Transfer, as provided in the Seller Franchise Agreement, and will release (a) Seller from any obligations arising under the Seller Franchise Agreement and (b) Seller Guarantors under any guaranty agreement (in each case except as described below) from and after Closing; provided, however, such consent and release are expressly contingent upon compliance with the following terms and conditions on or before the date of the closing of the Transfer ("Closing"):

a. Franchise Agreement. The Seller Franchise Agreement will terminate as of the Closing, and the operation of the Franchised ~~Location~~Business will thereafter be governed by the Buyer Franchise Agreement;

b. Payment of Amounts Due. Seller will pay all amounts due and owing to Franchisor through the date of Closing; including but not limited to royalty and advertising fees in the amount of \$\_\_\_\_\_;

c. Transfer Fee. Seller shall pay a transfer fee of \$\_\_\_\_\_ as provided in the Seller Franchise Agreement;

d. Gift Card Liability. The outstanding gift card liability of the Franchised Location is currently estimated to be \$\_\_\_\_\_. Upon Closing, one of the following shall occur as selected by Franchisor and initialed by Buyer and Seller below:

\_\_\_\_\_. Seller shall pay to Franchisor the value of outstanding gift card liability as of the date of the Closing; or

\_\_\_\_\_. Buyer shall assume the outstanding gift card liability as a term of the Asset Purchase Agreement.

e. Financial Statements. Seller will provide Franchisor with all required monthly financial statements for the Franchised Location through the date of Closing;

f. Training. Buyer or Buyer's designated representative(s) ~~shall~~must have satisfactorily completed the initial training program as described in the Buyer Franchise Agreement prior to the Closing;

g. Right to Possession. Buyer will provide satisfactory evidence to Franchisor that Buyer has the right to possession of the premises for the Franchised Business by way of lease assignment (with all required landlord consents) or otherwise;

h. Site Selection Assistance. Buyer acknowledges and agrees that Franchisor has satisfied any and all obligations under the Buyer Franchise Agreement with respect to site selection and development assistance;

i. Remodeling. Seller and Buyer ~~shall~~must ensure that all of the items reflected on the Pre-Sale Inspection which is attached hereto have been completed;

j. Purchase Agreement. The Purchase Agreement ~~will~~must not be amended and the terms of the transaction thereunder ~~will~~must not be changed except with the prior written consent of Franchisor;

k. Buyer Loans. Buyer shall provide Franchisor with copies of all loan documents or loan commitments evidencing all debt taken on by Buyer in connection with the purchase of the Franchised Location; and

l. Location Possession. Prior to Closing and changing possession of the Franchised Business, Seller and Buyer ~~shall~~must obtain the written consent of Franchisor to change possession.

4. Waiver of Right of First Refusal. Franchisor hereby waives any right of first refusal to purchase the Interests as ~~it~~Franchisor may have pursuant to the Seller Franchise Agreement.

5. Release of Franchisor. Seller, the Seller Guarantors and Buyer, and each of them, for themselves and their affiliates, employees, officers, directors, successors, assigns, and other representatives, hereby fully and forever unconditionally release and discharge Franchisor, and its affiliates, parents, subsidiaries, area directors, and agents and their respective employees, shareholders, members, officers, directors, successors, assigns, guarantors, and other representatives ("Released Parties"), from any and all claims, demands, obligations, actions, liabilities, and damages of every kind or nature whatsoever, in law or in equity, whether known or unknown to them, which they may have against the Released Parties as of the date of this Agreement, or which may thereafter be discovered, accrued, or sustained, in connection with, as a result of, or in any way arising from, any relations or transactions with the Released Parties, however characterized or described, including but not limited to, any claims arising from the Seller Franchise Agreement, the Buyer Franchise Agreement ~~or~~, the Purchase Agreement, or the transactions described herein.

If the Franchised ~~Location~~Business is located in California or if either Buyer or Seller is a resident of California, the following shall apply:

Section 1542 Acknowledgment. It is the intention of Seller and Buyer in executing this Agreement that this instrument be and is a general release which shall be effective as a bar to each and every claim, demand or cause of action released by Seller and/or Buyer. Each of Seller and Buyer recognizes that he, she or it may have some claim, demand or cause of action against the Release Parties of which he, she, or it is totally unaware and unsuspecting, which he, she or it is giving up by executing this Agreement. It is the intention of each of Seller and Buyer in executing this instrument that it will deprive him, her or it of such claim, demand or cause of action and prevent him, her or it from asserting it against the Released Parties. In furtherance of this intention, Seller and Buyer expressly waive any rights or benefits conferred by the provisions of Section 1542 of the California Civil Code, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release,

which if known by him must have materially affected his settlement with the debtor.”

Each of Seller and Buyer acknowledges and represents that he, she, or it has consulted with legal counsel before executing this Agreement and that he, she, or it understands its meaning, including the effect of Section 1542 of the California Civil Code, and expressly consents that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including, without limitation, those relating to the release of unknown and unsuspected claims, demands and causes of action.

6. Termination of Seller Franchise Agreement and Guaranties. Franchisor and Seller acknowledge and agree that, as of the date of Closing, upon the Transfer and upon compliance with the conditions set forth in Section 3 above, the Seller Franchise Agreement and the guaranties (if any) will automatically terminate and neither Seller nor Seller Guarantors ~~shall~~will have any further rights or obligations thereunder except that neither Seller nor any Seller Guarantor ~~shall~~will be released from:

a. any obligations to pay money to Franchisor owed under either the Seller Franchise Agreement or the guaranty prior to Closing; or

b. the provisions of the Seller Franchise Agreement that, either expressly or by their nature, survive termination of the Seller Franchise Agreement (including without limitation the post-termination restrictive covenants, audit rights, dispute resolution and notice, and confidentiality provisions of the Seller Franchise Agreement).

7. Acknowledgment. Buyer and Seller acknowledge that although Franchisor or its affiliates, employees, officers, directors, successors, assigns, and other representatives may have been involved in Buyer's purchase of the Interests from Seller, Buyer and Seller have assumed sole and full responsibility for making the final decision to purchase and sell the Interests and each has consulted, or has had the opportunity to consult but, of its own accord, elected not to consult, with its own legal and financial advisors. Buyer further understands that as part of analyzing the purchase of the Interests from Seller, it is Buyer's responsibility to meet with or otherwise gather necessary information from the appropriate parties which may or may not affect Buyer's purchase of the Interests from Seller.

8. Additional Documents. Buyer and Seller agree to execute such additional documents as may be necessary to complete the Transfer as contemplated by the Purchase Agreement, the Seller Franchise Agreement, and the Buyer Franchise Agreement.

9. Miscellaneous Provisions. This Agreement will be construed and enforced in accordance with, and governed by, the laws of the state of North Carolina. This Agreement may not be modified or amended or any term hereof waived or discharged except in writing signed by the party against whom such amendment, modification, waiver, or discharge is sought to be enforced. The headings of this Agreement are for convenience and reference only and will not limit or otherwise affect the meaning hereof. This Agreement may be executed in any number of counterparts and executed and/or sent via email, e-signature software, or other electronic means, each of which

will be deemed an original but all of which taken together will constitute one and the same instrument. All capitalized terms used, but not defined, herein ~~shall~~will have the meanings ascribed to them in the applicable franchise agreement.

10. Non-Disparagement. In consideration of the accommodations provided to Seller, the Seller Guarantors, and Buyer and the concessions made by Franchisor and its affiliates under this Agreement, Seller, the Seller Guarantors, and Buyer agree not to, and to use their best efforts to cause their current and former shareholders, officers, directors, principals, agents, partners, employees, representatives, attorneys, spouses, and successors and assigns not to, disparage or otherwise speak or write negatively, directly or indirectly, of Franchisor or the Released Parties or their respective current and former agents, principals, officers, directors, shareholders, members, employees, franchisees, representatives, area directors, attorneys, parents, predecessors, affiliates, subsidiaries divisions, and successors and assigns, the FLEET FEET brand, the FLEET FEET system, or any other service-marked or trademarked concept of Franchisor, or take any action which would subject the FLEET FEET brand to ridicule, scandal, reproach, scorn, or indignity or which would negatively impact the goodwill of Franchisor or its brand.

[Signature Page Follows]

THUS signed by the parties shown below and made effective as of the Effective Date.

**FRANCHISOR:**

FLEET FEET, INCORPORATED

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SELLER:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SELLER GUARANTORS:**

\_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

**BUYER:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## PRE-SALE INSPECTION

## EXHIBIT J

### ACH/EFT TRANSFER AGREEMENT

(Modified graphics)



#### AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT AND / OR WITHDRAWAL

I hereby authorize Onward Outdoor Brands, LLC and any of its subsidiaries (hereinafter called COMPANY) to keep my ☐ Checking ☐ Savings account and financial institution information below on file to be used to initiate recurring or one-time deposits or withdrawals into or out of said account, as per my instructions.

| FINANCIAL INSTITUTION     |                |
|---------------------------|----------------|
| CITY                      | STATE          |
| CITY                      | STATE          |
| BANK TRANSIT / ABA NUMBER | ACCOUNT NUMBER |
| BANK TRANSIT / ABA NUMBER | ACCOUNT NUMBER |

This authority is to remain in full force and effect until COMPANY has received written notification from me of its termination in such time and in such manner as to afford COMPANY a reasonable opportunity to act on it.

|                |      |
|----------------|------|
| PRINTED NAME   |      |
| SIGNATURE      |      |
| DATE           |      |
| STORE LOCATION | DATE |
| STORE LOCATION |      |

**\*\* A copy of a voided check must accompany this authorization form.**

**NACHA RULES REQUIRE THIS FORM MUST BE KEPT AT COMPANY FOR 2 YEARS AFTER TERMINATION OR REVOCATION.**

**\*\* A copy of a voided check must accompany this authorization form.**

**NACHA RULES REQUIRE THIS FORM MUST BE KEPT AT COMPANY FOR 2 YEARS AFTER TERMINATION OR REVOCATION.**

## EXHIBIT K

### FULFILLMENT SERVICE PROVIDER AGREEMENT

THIS FULFILLMENT SERVICE PROVIDER AGREEMENT ("Agreement") is made and entered into effective as of \_\_\_\_\_ by and between FFS DIGITAL LLC, a North Carolina limited liability company ("FFS DIGITAL"), FLEET FEET, INCORPORATED, a North Carolina corporation ("FFI"), and \_\_\_\_\_ ("FRANCHISEE," and together with FFI and FFS DIGITAL, the "Parties", and each, a "Party"). Capitalized terms that are not defined herein shall have the meaning set forth in the Franchise Agreement (as defined below).

#### WITNESSETH:

A. WHEREAS, FFI is the franchisor of the FLEET FEET franchise system~~System~~ and is the owner of the various FLEET FEET trade names, trade dress, trademarks and service marks in existence now or that may come into existence in the future (collectively the "Marks");

B. WHEREAS, FFS DIGITAL is an affiliate of FFI and pursuant to a license agreement with FFI has been granted the right to operate an e-commerce retail store utilizing the Marks and offering athletic footwear, apparel, and accessories ("Online Store");

C. WHEREAS, Franchisee is a franchisee of FFI and pursuant to a franchise agreement ("Franchise Agreement," subject to Section 12.02 below) operates one or more brick-and-mortar retail stores selling specialty running and fitness merchandise, training programs, and services under the Marks pursuant to a license in the Franchise Agreement;

D. WHEREAS, Franchisee has been appointed by FFS DIGITAL to act as a fulfillment provider for FFS Digital's Online Store ("Fulfillment Provider") to assist with the fulfillment of orders by FLEET FEET customers ("Customers");

E. WHEREAS, Franchisee, FFS DIGITAL, and FFI desire to enter into this Agreement to govern the services, terms, and conditions of Franchisee's participation as a Fulfillment Provider for FFS DIGITAL;

NOW, THEREFORE, in consideration of the terms, covenants, and conditions hereinafter contained to be kept and performed by the respective parties and for a valuable consideration, it is agreed as follows:

#### 1. APPOINTMENT AS MARKETING AND/OR FULFILLMENT SERVICE PROVIDER.

1.01 Appointment. Franchisee agrees to be a non-exclusive independent fulfillment service provider for the Online Store.

1.02 Status as Independent Contractor. Nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or

fiduciary relationship between the Parties or an employee/employer relationship. Franchisee is an independent contractor under this Agreement. No Party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of any other Party or to bind any other Party to any contract, agreement, or undertaking with any third party.

1.03 No Right to Appoint a Subcontractor. Franchisee ~~shall~~must not without the prior written consent of FFS DIGITAL appoint any subcontractor or other person or entity to perform Franchisee's services or obligations hereunder.

## 2. FEES.

2.01 Fees. For performance of Franchisee's obligations, FFS DIGITAL ~~shall~~will pay to Franchisee certain fees ("Sales Payments") in the E-Commerce Fees Schedule attached hereto as Exhibit A and incorporated herein by reference ("Fee Schedule"). Franchisee and FFS DIGITAL agree that the Fee Schedule may include additional terms relating to the payments contemplated herein, and to the extent those terms contradict or are inconsistent with the terms of this Agreement, the terms of the Fee Schedule ~~shall~~will control. FFS DIGITAL, at FFS DIGITAL's sole discretion and with 5 days' prior written notice to Franchisee, may modify any portion of the Fee Schedule.

2.02 No Guarantee. Franchisee and FFS DIGITAL agree and acknowledge that there is no guarantee of success of the Online Store and that Franchisee is guaranteed no amounts under this Agreement.

## 3. FRANCHISEE'S RESPONSIBILITIES.

3.01 Non-Exclusive Appointment. FFS DIGITAL hereby appoints Franchisee, and Franchisee accepts the appointment, to act as a non-exclusive, independent service provider for the Online Store and to provide the services described herein for the Online Store during the Term. Franchisee will provide or coordinate such order processing, packaging ~~and~~, shipping, and fulfillment services ("Fulfillment Services") on behalf of FFS DIGITAL in connection with the online and other sales of approved athletic footwear, apparel, and accessories ("Products") by FFS DIGITAL to Customers or stores which FFS DIGITAL designates Franchisee to service in accordance with the performance standards and procedures for the Fulfillment Services as adopted from time to time by FFS DIGITAL ("Standards and Procedures"). By accepting this appointment, Franchisee agrees to conform to all quality Standards and Procedures established from time to time by FFS DIGITAL for its fulfillment service providers, which Standards and Procedures are subject to change by FFS DIGITAL upon written notice to Franchisee.

FRANCHISEE agrees and acknowledges that FFS DIGITAL reserves the right to outsource its fulfillment service needs to other suppliers, including but not limited to other franchisees of FFI, an affiliate, or other independent suppliers that service the same localities as Franchisee. Additionally, FFS DIGITAL may in its sole discretion sell and distribute the Products over the Internet to any person on its own behalf.

3.02 Return Policy. FFS DIGITAL ~~shall~~will establish a national return policy for the Online Store and provide such to Franchisee ("Return Policy"). As a condition for receiving fees under this Agreement, Franchisee agrees to participate in the Return Policy as may be amended from time to time by FFS DIGITAL in its sole discretion.

3.03 Privacy Policy. FFS DIGITAL ~~shall~~will establish a privacy policy for the Online Store and provide such to Franchisee ("Privacy Policy"). Franchisee ~~shall~~must adopt the Privacy Policy or, if Franchisee has an existing privacy policy, to the extent the requirements of Franchisee's existing privacy policy do not meet the requirements of the Privacy Policy, Franchisee ~~shall~~must undertake such amendments as necessary to cause the privacy policy to meet the requirements of the Privacy Policy.

3.04 Customer Support. Franchisee ~~shall~~must promptly inform FFS DIGITAL of any customer inquiries, complaints, or other customer support related issues with the Online Store and ~~shall~~must address or assist in resolving such customer support related issues in accordance with the Standards and Procedures.

#### 4. FFS DIGITAL'S RESPONSIBILITIES.

4.01 FFS DIGITAL Obligations. During the Term, FFS DIGITAL ~~shall~~will provide information and support to Franchisee that may be reasonably requested regarding the performance of Franchisee's services pursuant to this Agreement.

4.02 Online Store. During the Term, FFS DIGITAL ~~shall~~will provide an Online Store that will house an online catalog of products typically offered in a FLEET FEET store and such catalog will be regularly updated and maintained. The Online Store will include a shopping cart function that will handle checkout, payment processing, and sales tax administration. FFS Digital is not obligated to but may in its sole discretion provide other services including phone or email customer service support ~~at its sole discretion~~, and may modify or quit~~cease~~ providing ~~these~~such other services at any time, without incurring any liability to Franchisee. FFS DIGITAL will also be responsible for the cost of all shipping and handling required for the fulfillment of any Customer Sales Transactions (as defined below).

4.03 Collection Risks. Notwithstanding anything contained herein to the contrary, FFS DIGITAL acknowledges that Franchisee will not be required to make any collection efforts on behalf of FFS DIGITAL and will share no risk with respect to any failure of FFS DIGITAL to collect monies owed on any Customer Sales Transactions.

4.04 Taxes. Franchisee will have no responsibility for payment or collection of any sales tax or other tax directly attributed to the sales transacted between FFS DIGITAL and Customers for the sale and purchase of Products through the Online Store ("Customer Sales Transactions"). FFS DIGITAL will be responsible for the collection and payment of all taxes associated and directly attributable with Customer Sales Transactions and agrees to complete the preparation and filing of all sales tax documentation and comply with all sales tax laws.

4.05 Other Services. FFS DIGITAL agrees to offer Franchisee such other business services as it determines in its sole discretion to be appropriate from time to time to assist Franchisee in the fulfillment of the Online Store. Such other services ~~shall~~will be provided by FFS DIGITAL upon such terms and at such fees, if applicable, as may be determined by FFS DIGITAL. Franchisee agrees to participate in such additional services or programs, provided that if such services or programs require payment of additional fees by Franchisee, participation ~~shall~~will be in Franchisee's reasonable discretion.

5. FLEET FEET INTELLECTUAL PROPERTY. Should Franchisee develop or create any trademarks or other intellectual property in the performance of its services hereunder ("Developed IP"), Franchisee acknowledges that FFI ~~shall~~will be the sole and exclusive owner of all right, title, and interest in and to the Developed IP and the goodwill associated therewith, and such Developed IP is hereby deemed a "work made for hire" for FFI. To the extent that any of the Developed IP does not constitute "work made for hire," Franchisee hereby irrevocably assigns, and ~~shall~~will cause its owners, directors, officers, managers, and employees to irrevocably assign to FFI, in each case without additional consideration, all right, title, and interest throughout the world in and to the Developed IP, including the goodwill associated therewith.

6. TERM. Unless terminated sooner as provided for herein, the term of this Agreement commences on the effective date hereof and continues until December 31 of the year in which this Agreement was signed ("Initial Term"). Upon expiration of the Initial Term and expiration of each subsequent Renewal Term (as defined below), this Agreement ~~shall~~will thereafter automatically renew for successive one (1) year terms (each, a "Renewal Term", and each Renewal Term with the Initial Term, the "Term") unless Franchisee provides FFS DIGITAL with notification of termination at least sixty (60) days prior to expiration of the then-current term. At any time, FFS DIGITAL reserves the right, upon five (5) days written notice, to terminate this Agreement for any reason. In addition, this Agreement ~~shall~~will immediately co-terminate with the expiration, termination, or non-renewal of Franchisee's Franchise Agreement. Further, FFS DIGITAL reserves the right to terminate this Agreement upon written notice and thirty (30) days opportunity to cure for any breach of this Agreement by Franchisee, including, without limitation, failure by Franchisee to follow the Standards and Procedures.

7. LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO THE INDEMNIFICATION RIGHTS IN SECTION 9 BELOW, IN NO EVENT ~~SHALL~~WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR ANTITRUST DAMAGES OR LOSSES OF ANY KIND THAT MAY BE SUFFERED BY THE OTHER PARTY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. SUCH PROHIBITED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF PRESENT OR PROSPECTIVE PROFITS, LOSS OR DAMAGE TO REPUTATION OR GOOD WILL, EXPENDITURES, INVESTMENT OR COMMITMENTS, WHETHER MADE IN THE ESTABLISHMENT, DEVELOPMENT OR MAINTENANCE OF BUSINESS REPUTATION OR GOODWILL, OR FOR ANY

OTHER REASON WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE CLAIMS OF ANY THIRD PARTY. THE PARTIES ACKNOWLEDGE THAT ANY LIMITATION OF LIABILITY WILL IN NO WAY AFFECT EITHER PARTY'S RIGHT TO SEEK APPROPRIATE RELIEF AT LAW ARISING DIRECTLY FROM ANY DEATH, PERSONAL INJURY, OR PROPERTY DAMAGE WHICH IS DIRECTLY CONNECTED TO THE OTHER'S NEGLIGENCE, WILLFUL MISCONDUCT, OR STRICT LIABILITY IN TORT WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. IN NO EVENT ~~SHALL~~WILL FFS DIGITAL OR FFI BE LIABLE TO FRANCHISEE FOR ANY CLAIMS, LIABILITIES, DAMAGES, OR LOSSES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE ONLINE STORE IN AN AMOUNT IN EXCESS OF THE AMOUNTS PAID TO FFS DIGITAL HEREUNDER.

8. TITLE TO INVENTORY. Title to the Products will remain with Franchisee until shipment of the Products by Franchisee. Upon shipment, title to the Products ~~shall~~will be transferred to FFS DIGITAL. Products ~~shall~~must be shipped in accordance with the Standards and Procedures then in effect. Except in the course of carrying out its Fulfillment Services hereunder, Franchisee ~~will~~must not transfer, assign, exchange, lease, encumber, pledge, create a security interest in, or otherwise dispose of the Products and ~~will~~must not subject the Products to attachment, levy, or seizure by or on behalf of any creditor of Franchisee.

9. INDEMNITY. Franchisee agrees to indemnify, defend, and hold harmless FFS DIGITAL, FFI and their affiliates, agents, directors, officers, shareholders, managers, members, servants, and employees against all liability (statutory or otherwise), damages, losses, and expenses, including without limitation, attorneys' fees and disbursements, directly resulting from any acts, errors, omissions, or conduct of Franchisee or its principals, affiliates, officers, agents, and employees in connection with its performance of any obligation of Franchisee under this Agreement or any breach by Franchisee of any of the terms of this Agreement.

10. ASSIGNMENT. The transfer provisions in the Franchise Agreement ~~shall~~will govern the transfer of this Agreement and any purported transfer not compliant with the terms thereof governing transfers ~~shall~~will be null and void.

11. CONFIDENTIALITY. The Parties agree that the terms and provisions contained in this Agreement are confidential and the financial terms and provisions hereof ~~shall~~must not be disclosed by Franchisee to any third party except (i) to the extent necessary to comply with law or valid order of a court of competent jurisdiction, in which event the party so complying ~~shall~~must notify the other party as promptly as practicable (and, if possible, prior to making any disclosure) ~~or~~; (ii) as part of a Party's normal reporting or review procedure to its Board of Directors, members, auditors, lenders, attorneys, or taxing authorities and such persons or entities, as the case may be, agree to be bound by the provisions of this Section 11; or (iii) in order to enforce and/or implement a Party's rights pursuant to this Agreement. Furthermore, from time to time during the Term, FFS DIGITAL may disclose or make available to Franchisee information about its business affairs and services, confidential information and materials comprising or relating to intellectual property, trade secrets, customer

information, third-party confidential information, and other sensitive or proprietary information related to the Online Store, whether orally or in written, electronic or other form or media, and, whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). Franchisee ~~shall~~agrees to: (a) protect and safeguard the confidentiality of the Confidential Information with at least the same degree of care as Franchisee would protect its own Confidential Information but using no less than a reasonable standard of care; (b) not use the Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (c) not disclose any such Confidential Information to any person. Franchisee ~~shall~~will be responsible for any breach of this Section 11 caused by any of its owners, officers, directors, managers, agents, or employees.

## 12. MISCELLANEOUS.

12.01 Applicable Law; Dispute Resolution; Equitable Remedies. This Agreement ~~shall be~~is governed by the laws of the State of North Carolina without regarding to any conflicts of law. Any disputes arising under this Agreement ~~shall~~must be resolved in accordance with the dispute resolution provisions set forth in the Franchise Agreement.

12.02 Entire Agreement. This Agreement, and the Exhibits and Schedules attached hereto (which, to the extent not already incorporated herein by reference, hereby are incorporated herein by reference), contains all of the promises, agreements, conditions, inducements, and understandings between Franchisee, FFS DIGITAL, and FFI concerning the subject matter hereof and there are no promises, agreements, conditions, understandings, inducements, warranties, or representations, written, express, or implied, between them other than as expressly set forth herein. All prior agreements between the parties, if any, are merged into this Agreement and are superseded hereby and are of no further force and effect. Nothing herein ~~shall~~will be deemed to be an amendment or modification of the Franchise Agreement, which Franchise Agreement ~~shall~~will remain in full force and effect. In the event Franchisee has signed multiple Franchise Agreements, the most recently executed Franchise Agreement ~~shall~~will, for the purposes of this Agreement only, be deemed the Franchise Agreement, as defined above.

12.03 Counterparts. This Agreement may be executed in counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together ~~shall~~will constitute one and the same Agreement. Electronically scanned or electronic signatures ~~shall~~will have the same effect as original signatures.

12.04 Amendment. Except as otherwise provided for herein, no covenant, agreement, term, or condition of this Agreement ~~shall~~may be changed, modified, altered, or terminated except by a written amendment executed by all parties hereto stating clearly that it is an amendment hereof. Oral statements of the parties, correspondence between the parties, sales materials, and presentations and/or any other communications between the parties to the contrary ~~shall~~will have no effect on the

covenants, agreements, terms, or conditions of this Agreement unless set forth in a written amendment hereto and signed by both parties.

12.05 Waiver. Failure to enforce any right under this Agreement upon the occurrence of a default ~~shall~~will not constitute a waiver thereof and each and every covenant, agreement, term and condition of this Agreement ~~shall~~will continue in full force and effect with respect to the then existing default or any subsequent default hereof.

12.06 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability ~~shall~~will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

12.07 Notices. Notices ~~shall~~will be effective only if in writing, given to or served upon the party sought to be notified in the manner set forth in this Section 12.07, to the individuals and at the addresses hereunder set forth unless changed in writing:

For FFI:  
FLEET FEET, INCORPORATED  
Attn: Chief Executive Officer  
310 E. Main Street, Suite 200  
Carrboro, North Carolina 27510

For FFS DIGITAL:  
FFS DIGITAL, LLC  
Attn: Vice President, Digital Operations  
310 E. Main Street, Suite 200  
Carrboro, North Carolina 27510

For Franchisee: The notice address set forth in the Franchise Agreement.

All Notices ~~shall~~must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice ~~is~~will be effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section 12.07.

12.08 Surviving Provisions. Any provision of this Agreement, the performance of which requires that it be in effect after the termination of this Agreement, ~~shall~~will survive such expiration and/or termination and ~~shall~~will remain operative and in full force and effect.

12.09 Further Assurances. Each party agrees, from time to time, at the request of the other party and without cost, charge or expense, to execute and deliver such other documents and take such other actions as may be reasonably requested to more effectively carry out the terms and provisions of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers or representatives.

**FFI:**

FLEET FEET, INCORPORATED

**FRANCHISEE:**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**FFS DIGITAL:**

FFS DIGITAL LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit A  
E-Commerce Fees Schedule

Fees payable to Franchisee by FFS DIGITAL:

1. The following definitions apply to this E-Commerce Fees Schedule:
  - (a) "Curbside Pickup Program" is defined as the program whereby Customers receive their orders by picking them up at the curbside of Franchisee's store.
  - (b) "Manufacturer's Suggested Retail Price" is defined as the price a Product's vendor recommends it be sold for in retail stores.
  - (c) "Net Selling Price" is defined as the revenue actually received by FFS DIGITAL that is generated from the sale of a Product less adjustments made for sales tax, shipping and handling, returns, exchanges and discounts.
2. Except as provided in Section 3 below, the fees that are payable to Franchisee by FFS DIGITAL are as follows:
  - (a) For Products sold to Customers which utilize Franchisee's Inventory, that are shipped to Customers, and are sold for 90% or more of Manufacturer's Suggested Retail Price after all discounts are applied:
    - i. Manufacturer's wholesale price; and
    - ii. 7% of the Net Selling Price.
  - (b) For Products sold to Customers which utilize Franchisee's Inventory, shipped to Customers, and are sold for less than 90% of Manufacturer's Suggested Retail Price after all discounts are applied:
    - i. 60% of the Net Selling Price.
3. The total fees payable to Franchisee by FFS DIGITAL for Products sold to Customers which utilize Franchisee's Inventory and are picked up at the Franchisee's store, whether through the Curbside Pickup Program or through in-store pickup, are as follows:
  - (a) For Products sold for 90% or more of Manufacturer's Suggested Retail Price after all discounts are applied:
    - i. Manufacturer's wholesale price; and
    - ii. 24% of the Net Selling Price.

(b) For Products sold for less than 90% of Manufacturer's Suggested Retail Price after all discounts are applied:

i. 77% of the Net Selling Price.

4. FFS DIGITAL ~~shall~~will pay any balance due to the Franchisee for transactions completed in a month by the 5th business day of the subsequent month.

5. FFS DIGITAL maintains sole discretion over the inventory mix and price structure of products featured for purchase on [www.fleetfeet.com](http://www.fleetfeet.com).

## EXHIBIT L

### FORM OF FRANCHISE COMPLIANCE CERTIFICATION

**THE FOLLOWING IS NOT FOR USE FRANCHISEES IN CALIFORNIA, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, AND WISCONSIN AND IS VOID IN THOSE STATES.**

The purpose of this Certification is to determine whether any statements or promises were made to you that we have not authorized and that may be untrue, inaccurate or misleading. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. Have you received and personally reviewed our Franchise Disclosure Document ("FDD"), Franchise Agreement and each Addendum (if any), and related agreement (i.e., personal guaranty) attached to them?

Yes or No? \_\_\_\_\_

2. Did you receive the Franchise Agreement and each related agreement, Addendum, or Amendment (if any), containing all material terms, at least 7 days before signing any binding agreement with us or an affiliate?\*

Yes or No? \_\_\_\_\_

\* This does not include changes to any agreement mutually agreed upon.

3. Did you receive the FDD at least 14 days before signing the Franchise Agreement, this document or any related agreement, and before paying any funds to us or an affiliate?

Yes or No? \_\_\_\_\_

4. Do you understand all of the information contained in the FDD, Franchise Agreement and each Addendum (if any), and related agreement provided to you?

Yes or No? \_\_\_\_\_

If No, what parts of the FDD, Franchise Agreement, Addendum (if any), and/or related agreements do you not understand?

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. .  
.

5. Did you sign a receipt for the FDD indicating the date you received it?
- Yes or No? \_\_\_\_\_
6. Have you discussed the benefits and risks of purchasing a *FLEET FEET* franchise with an attorney, accountant or other professional advisor?
- Yes or No? \_\_\_\_\_
- If No, do you wish to have more time to do so?
- Yes or No? \_\_\_\_\_
7. Do you understand that the success or failure of your *FLEET FEET* franchise will depend in large part upon your skills and abilities, competition from other businesses, and other economic and business factors?
- Yes or No? \_\_\_\_\_
8. Has any employee or other person speaking on our behalf made any statement or promise concerning the actual or possible revenues or profits of a *FLEET FEET* franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?
- Yes or No? \_\_\_\_\_
9. Has any employee or other person speaking on our behalf made any statement or promise regarding the amount of money you may earn in operating a *FLEET FEET* franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?
- Yes or No? \_\_\_\_\_
10. Has any employee or other person speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a *FLEET FEET* franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?
- Yes or No? \_\_\_\_\_
11. If you have answered "Yes" to any one of questions 8-10, please provide a full explanation of each "Yes" answer in the following blank lines.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

12. Do you understand that the Franchise Agreement, Addendum (if any) and related agreements contain the entire agreement between you and us concerning the *FLEET FEET* franchise, meaning that any prior oral or written statements not set out in the Franchise Agreement, Addendum (if any) or related agreements will not be binding?

Yes or No? \_\_\_\_\_

Nothing in this document or any related agreement is intended to disclaim the representations we made in the FDD that we furnished to you.

13. Do you understand that, except as provided in the FDD, nothing stated or promised by us that is not specifically set forth in the Franchise Agreement, Addendum (if any) and related agreements can be relied upon?

Yes or No? \_\_\_\_\_

14. You signed the Franchise Agreement, and Addendum (if any) and related agreements on \_\_\_\_\_, and acknowledge that no agreement or addendum is effective until signed and dated by us.

YOU UNDERSTAND THAT YOUR RESPONSES TO THESE QUESTIONS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS COMPLIANCE CERTIFICATION, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

The individuals signing below for the **“Franchisee Applicant”** constitute all of the executive officers, partners, shareholders, investors and/or principals of the Franchisee Applicant, or constitute the duly authorized representatives or agents of the foregoing.

FRANCHISEE APPLICANT:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

## State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

| State        | Effective Date                                                                   |
|--------------|----------------------------------------------------------------------------------|
| California   | <del>EXEMPT</del> Pending                                                        |
| Hawaii       | Not registered                                                                   |
| Illinois     | <del>EXEMPT</del> Pending                                                        |
| Indiana      | <del>January 8, 2026</del> Pending                                               |
| Maryland     | <del>EXEMPT</del> Pending                                                        |
| Michigan     | <del>April 22, 2025, as amended April 23, 2025 and January 8, 2026</del> Pending |
| Minnesota    | <del>January 27, 2026</del> Pending                                              |
| New York     | <del>EXEMPT</del> Pending                                                        |
| North Dakota | Pending                                                                          |
| Rhode Island | <del>EXEMPT</del> Pending                                                        |
| South Dakota | <del>April 3, 2025, as amended April 23, 2025 and January 8, 2026</del> Pending  |
| Virginia     | <del>EXEMPT</del> Pending                                                        |
| Washington   | <del>EXEMPT</del> Pending                                                        |
| Wisconsin    | <del>April 3, 2025, as amended April 23, 2025 and January 8, 2026</del> Pending  |

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

## EXHIBIT M

### RECEIPT

This disclosure document summarized certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If FLEET FEET, INCORPORATED offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement or make a payment to the franchisor or an affiliate in connection with the proposed franchise sale. New York requires you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Iowa requires you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 14 calendar days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires you to receive this Franchise Disclosure Document 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If FLEET FEET, INCORPORATED does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and to the appropriate state agency listed on Exhibit F.

The name, principal business address and telephone number of each franchise seller offering the franchise:

|                                                                                      |                                                                                                             |                          |
|--------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|--------------------------|
| <input type="checkbox"/>                                                             | <input type="checkbox"/>                                                                                    | <input type="checkbox"/> |
| JOEY POINTER<br>310 E. Main Street, Ste. 200<br>Carrboro, NC 27510<br>(919) 942-3102 | TIMOTHY STYLER<br><u>310 E. Main Street, Ste. 200</u><br><u>Carrboro, NC 27510</u><br><u>(919) 942-3102</u> |                          |

Issuance Date: April 3, 2025, as amended April 23, 2025 and January 8, 2026

FLEET FEET authorizes the state agencies identified on Exhibit F as its registered agent authorized to receive service of process. Our North Carolina registered agent is Ritchie W. Taylor and the registered agent address is 3605 Glenwood Avenue, Ste. 500, Raleigh, NC 27612.

I have received a disclosure document dated April 3, 2025, as amended April 23, 2025 and January 8, 2026, that included the following:

- Exhibit A – FLEET FEET FRANCHISE AGREEMENT with attached Site Selection Addendum; Continuing Personal Guaranty; Internet, Social Media, and Telephone Assignment; Nondisclosure and Noncompetition Agreement; Nondisclosure and Non-Solicitation Agreement, Collateral Assignment of Lease
- Exhibit B-1 – Store Directory/Listing of Current Franchisees
- Exhibit B-2 – Listing of Certain Past Franchisees
- Exhibit C – Financial Statements
- Exhibit D – Special Circumstances Addenda
- Exhibit E – State Specific Addendum to Franchise Agreement and Franchise Disclosure Document
- Exhibit F – Federal and State Regulatory Authorities and Agents for Service of Process
- Exhibit G – Sample General Release Agreement
- Exhibit H – First Addendum to Renewal Franchise Agreement
- Exhibit I – Agreement and Conditional Consent to Transfer
- Exhibit J –ACH/EFT Transfer Agreement
- Exhibit K – Fulfillment Service Provider Agreement
- Exhibit L – Form of Franchise Compliance Certification
- Exhibit M – Receipt

|      |           |              |
|------|-----------|--------------|
| Date | Signature | Printed Name |
|------|-----------|--------------|

Please sign this copy of the receipt, date your signature, and return it to FLEET FEET, INCORPORATED, Franchise Administration Department, P.O. Box 1269, Carrboro, NC 27510.

## RECEIPT

This disclosure document summarized certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If FLEET FEET, INCORPORATED offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement or make a payment to the franchisor or an affiliate in connection with the proposed franchise sale. New York requires you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Iowa requires you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 14 calendar days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires you to receive this Franchise Disclosure Document 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If FLEET FEET, INCORPORATED does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and to the appropriate state agency listed on Exhibit F.

The name, principal business address and telephone number of each franchise seller offering the franchise:

|                                                                                      |                                                                                        |                          |
|--------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|--------------------------|
| <input type="checkbox"/>                                                             | <input type="checkbox"/>                                                               | <input type="checkbox"/> |
| JOEY POINTER<br>310 E. Main Street, Ste. 200<br>Carrboro, NC 27510<br>(919) 942-3102 | TIMOTHY STYLER<br>310 E. Main Street, Ste. 200<br>Carrboro, NC 27510<br>(919) 942-3102 |                          |

Issuance Date: April 3, 2025, as amended April 23, 2025 and January 82, 2026

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- Exhibit L – Form of Franchise Compliance Certification
- Exhibit M – Receipt

Date

Signature

Printed Name

Please sign this copy of the receipt, date your signature, and return it to FLEET FEET, INCORPORATED,  
Franchise Administration Department, P.O. Box 1269, Carrboro, NC 27510

|                                                                                                                               |      |
|-------------------------------------------------------------------------------------------------------------------------------|------|
| <b>Summary report:</b><br><b>Litera Compare for Word 11.2.0.54 Document comparison done on</b><br><b>4/2/2026 11:49:44 AM</b> |      |
| <b>Style name:</b> Black and White                                                                                            |      |
| <b>Intelligent Table Comparison:</b> Active                                                                                   |      |
| <b>Original DMS:</b> iw://manningfulton.cloudimanager.com/LEGAL/6056249/3                                                     |      |
| <b>Modified DMS:</b> iw://manningfulton.cloudimanager.com/LEGAL/6108108/1                                                     |      |
| <b>Changes:</b>                                                                                                               |      |
| Add                                                                                                                           | 2264 |
| Delete                                                                                                                        | 1629 |
| <del>Move From</del>                                                                                                          | 0    |
| <u>Move To</u>                                                                                                                | 0    |
| Table Insert                                                                                                                  | 43   |
| Table Delete                                                                                                                  | 39   |
| <u>Table moves to</u>                                                                                                         | 0    |
| <del>Table moves from</del>                                                                                                   | 0    |
| Embedded Graphics (Visio, ChemDraw, Images etc.)                                                                              | 19   |
| Embedded Excel                                                                                                                | 0    |
| Format changes                                                                                                                | 0    |
| <b>Total Changes:</b>                                                                                                         | 3994 |