

Addendum to Franchise Referral and Commission Agreement

This Addendum to a certain Franchise Referral and Commission Agreement dated 20th day of February 2015. (the "Agreement") between **FranNet, LLC** ("FranNet"), and **MEDI-WEIGHTLOSS** ("Franchisor"), amends the Agreement as follows:

1. In the event of a conflict between the provisions of the Agreement and the provisions of this Addendum, the provisions of this Addendum shall govern.
2. Unless otherwise provided herein, all capitalized terms herein shall have the meaning given to such terms in the Agreement.
3. The Agreement provides for a \$6,000.00 Annual Membership/Training Fee. FranNet is now offering an upgrade to this program. In lieu of the Annual Membership/Training Fee, Franchisor may, effective as of the anniversary of the Effective Date of the Agreement, with not less than 30 days written notice to FranNet, elect to upgrade and participate in the Franchisor's Annual Franchisor Package which includes the following: (a) unlimited training to Franchisor and its in-house development team; (b) development and maintenance of an intranet for franchisors represented by FranNet (an online portal), which will give Franchisor access to FranNet's broker tools (i.e. 2-minute drill; script, webinars, etc.); (c) access to Proven Match's Grow Performer or Top Performer Model with unlimited assessments pursuant to the terms and conditions established by Proven Match from time to time; and (d) a listing on www.franchiseworks.com pursuant to the terms and conditions established by FranchiseWorks from time to time. If Franchisor elects to participate in the Annual Franchisor Package, it must include with its notice to FranNet a payment to FranNet in the amount of \$10,000.00, representing the Annual Franchisor Package Fee.
4. In the event Franchisor upgrades to the Annual Franchisor Package but thereafter desires to downgrade to the Annual Membership/Training Fee, Franchisor may do so effective as of the next anniversary of the Effective Date of the Agreement by providing FranNet with not less than 30 days prior written notice. Franchisor understands that if it downgrades to the Annual Membership/Training Fee, Franchisor will no longer have access to Proven Match's Grow Performer or Top Performer Models or assessment tools, and will no longer be listed on www.franchiseworks.com.
5. In all other respects, the Agreement remains in full force and effect.

(signatures on following page)

IN WITNESS WHEREOF, the parties have executed this Addendum effective as of the 27th day of February, 2015.

FranNet, LLC:

Signed: Todd Bingham

By: Todd Bingham

Title: President

Date: 2/27/2015

Medi-Weightloss Franchising

Signed: _____

By: :

Title:

Date: _____