Commercial Club No Lease Declaration for Distributor

Herbalife rules prohibit any U.S. & Puerto Rico Distributor from making a purchase or entering into a lease or sublease for their Herbalife business unless they have: **(1)** been a distributor for 12 consecutive months; **(2)** taken the Key to Your Business training; and (3) prepared an interactive business plan. Because you, _____ **[insert Distributor's name and ID]**, have represented to Herbalife that you are not making a purchase or entering into a lease or sublease for the location where you will operate your Herbalife business, please provide:

1. A copy of this Distributor declaration signed by you, and
2. A notarized signature of the declaration by the owner/landlord (if 2a is selected) (Page # 2).

For Herbalife Distributor

I, _____ (the "Distributor"), declare as follows:

1. I plan to operate a Herbalife commercial location ("Club") located at _____ **[insert address]** (the "Property").

2. Check the box that best describes your use of the Property:

☐ **2a.** I have an arrangement with the Owner/Landlord (defined below) of the Property for me to occupy and use the Property without a lease or any financial obligation, including, but not limited to, the payment of rent, provision of services or goods, or costs of Owner/Landlord mandated improvements to the Property* (however, I may be obligated to pay reasonable utilities and the costs of any routine maintenance) (the "Arrangement").

- I am free to vacate the Property at any time without incurring any financial penalty or other legal obligation.
- I understand that I have to update Herbalife promptly before changing the Arrangement (e.g. if I have to enter a written or verbal lease with the Owner/Landlord, if I have to start making payments such as rent, or if the Owner/Landlord requires me to make improvement in order to continue occupying the Property).

☐ **2b.** I previously entered into a lease for this Property for purposes unrelated to any Herbalife business on _____ **[insert date]**. I will be able to provide proof of the previous use upon request.

☐ **2c.** I previously purchased the Property for a non-Herbalife related purpose on _____ **[insert date]**. I will be able to provide proof of ownership of the Property upon request.

3. I understand that if I misrepresent any of the above to Herbalife, I would be in violation of Rules of Conduct, including without limitation Rule 8.2 (Truthful Submissions and Communications), 6.1 (Leased or Purchased Business Locations), and 6 (Nutrition Clubs and Offices), and that I would be subject to sanctions including but not limited to the termination of my Distributorship.

Distributor's Signature _____ Date _____

*Please note that Distributor-initiated build out will not be considered a financial obligation as long as it i not a requirement of the Owner/Landlord as a condition for being able to occupy the Property.

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Commercial Club No Lease Declaration for Owner/Landlord

Important: Notarization needed

For Owner/Landlord

I, _____ (the "Owner/Landlord"), declare as follows:

1. I am the owner/landlord of the property located at _____ **[insert address]** (the "Property").

2. I have an arrangement with _____ **[insert Distributor's name]** for _____ **[insert Distributor's name]** to occupy and use the Property without a lease or any financial obligation, including, but not limited to, the payment of rent, provision of services or goods, or costs of Owner/Landlord mandated improvements to the Property (however, _____ **[insert Distributor's name]** may be obligated to pay reasonable utilities and the costs of any routine maintenance) (the "Arrangement").

3. _____ **[insert Distributor's name]** is free to vacate the Property at any time without incurring any financial penalty or other legal obligation

4. There is no agreement between me and _____ **[insert Distributor's name]** for _____ **[insert Distributor's name]** to continue occupying the Property after the end of the Arrangement.

Owner/Landlord's Signature _____ Date _____

State of _____
County of _____

PERSONALLY came and appeared before me, the undersigned Notary, _____, who is a resident of _____ County, State of _____, and who makes the above No Lease Declaration upon oath and affirmation of belief and personal knowledge that the matters, facts, and things set forth above are true and correct to the best of his/her knowledge.

Notary Public (print name): _____

My Commission Expires: _____

Notary Public Signature: _____

_____
Reserved for Notary Seal

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