

THE LAW OFFICES OF
GINNIS AND GROYSMAN, P.A.

101 NORTH EAST THIRD AVENUE ■ SUITE 1100 ■ FORT LAUDERDALE, FL 33301 ■ 954-712-0505 ■ FAX: 954-712-0501

May 26, 2010

Via US Certified Mail RR # 7008 2810 0001 9332 5786

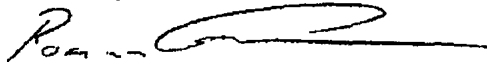
Mr. Gregory Evans, Chief Executive Officer
Ligatt Security International, Inc.
6050 Peachtree Parkway, Ste. 200
Norcross, GA 30092

Re: Demand for Arbitration in *JRS Corp. v. Ligatt Security International, Inc. f/k/a Intelligent Sports Inc.*

Dear Mr. Evans:

Enclosed please find a copy of my client's demand for arbitration of the contractual dispute between JRS Corp./Mr. Marc Siegel and Ligatt Security International, Inc., including a copy of the online filing demand with the American Arbitration Association. In addition, I am enclosing a copy of the March 2007 agreement for Acquisition, which contains the relevant arbitration provision.

Sincerely,



Roman Groysman

cc: file

THE LAW OFFICES OF
GINNIS AND GROYSMAN, P.A.

101 NORTH EAST THIRD AVENUE ■ SUITE 1100 ■ FORT LAUDERDALE, FL 33301 ■ 954-712-0505 ■ FAX: 954-712-0501

May 26, 2010

American Arbitration Association, Inc.
Case Filing Services
1101 Laurel Oak Road, Suite 100
Voorhees, NJ 08043

Re: *JRS Corp. and Marc H. Siegel v. Ligatt Security International, Inc. f/k/a Intelligent Sports, Inc.*

To Whom It May Concern:

Pursuant to Rule R-4, of the AAA Commercial Arbitration Rules, please let this serve as a demand for arbitration in a breach of contract claim on behalf of Claimants JRS Corp. ("JRS") and its principal Mr. Marc H. Siegel. JRS/Mr. Spiegel bring this claim for breach of an Acquisition Agreement dated March 3, 2007 (the "Agreement") between Ligatt Security International, Inc. f/k/a Intelligent Sports, Inc. (the "Company") and Global Retail Fitness, Inc. a/k/a Global Retail Fitness Concepts, Inc. ("GFI"). A copy of the agreement is attached with the Demand for Arbitration.

Pursuant to the Agreement, in March of 2007 the Company acquired all of the outstanding capital stock of GFI (the "GFI Shares") in exchange for which the Company was supposed to issue certain of its convertible preferred shares (the "Company Shares") to the beneficial owners of the GFI Shares as set forth on Schedule 1 to the Agreement. Thereupon, GFI became a wholly-owned subsidiary of the Company.

JRS Corp. was one of the beneficial owners of the GFI shares, listed on Schedule 1 to the Agreement, and was entitled to \$1.7 million worth of the Company Shares. While certain GFI

shareholders identified on Schedule 1 to the Agreement, including Global Trading and Cold Mountain Group received Company Shares and GFI was represented to the public in numerous press releases as having become a wholly-owned subsidiary of the Company, JRS/Mr. Siegel did not receive any Company Shares, despite repeated demands.

The Agreement includes a binding arbitration provision calling for arbitration of all disputes with AAA. Accordingly, JRS Corp./Mr. Siegel are initiating this arbitration proceeding seeking damages in excess of \$1.7 million, exclusive of interest, fees and costs, representing the value of the Company shares that JRS Corp. was entitled to pursuant to the Agreement in March of 2007. In addition, JRS/Mr. Siegel are seeking damages representing the yet undetermined value of any additional shares and/or property that JRS would have been entitled to receive had it become a shareholder of the Company in March 2007 in accordance with the terms of the Agreement.

Following is the contact information for the respective parties:

Representative for Respondent:

Mr. Gregory Evans
President/Chief Executive Officer
Ligatt Security International
6050 Peachtree Parkway
Suite 200
Norcross, GA 30092

Representative for Claimant:

Roman Groysman, Esq.
Ginnis & Groysman, P.A.
101 NE 3rd Avenue, Suite 1100
Fort Lauderdale, FL 33301
Tel: (954) 712-0505
Fax: (954) 712-0501
RG@GinnisGroysman.com

Sincerely,



Roman Groysman

cc: Mr. Gregory Evans via Certified U.S. Mail

ONLINE FILING DEMAND FOR ARBITRATION/MEDIATION FORM

This concludes your filing.

Thank you for submitting your claim to the AAA.

Your claim confirmation number is: 002-RM9-2K2

To institute proceedings, please send a copy of this form and the Arbitration Agreement to the opposing party.

Your dispute has been filed in accordance with: Commercial Dispute Resolution Procedures

This Claim has Been Filed For: Arbitration

Filing Fee: \$1,000.00

Additional Claim Information

Fee Schedule: Flexible

Claim Amount: \$1,700,000.00

Claim Description: Pursuant to Rule R-4, of the AAA Commercial Arbitration Rules, please let this serve as a demand for arbitration in a breach of contract claim on behalf of Claimants JRS Corp. (?JRS?) and its principal Mr. Marc H. Siegel. JRS/Mr. Spiegel bring this claim for breach of an Acquisition Agreement dated March 3, 2007 (the ?Agreement?) between Ligatt Security International, Inc. f/k/a Intelligent Sports, Inc. (the ?Company?) and Global Retail Fitness, Inc. a/k/a Global Retail Fitness Concepts, Inc. (?GFI?). A copy of the agreement is attached with the Demand for Arbitration. Pursuant to the Agreement, in March of 2007 the Company acquired all of the outstanding capital stock of GFI (the ? GFI Shares?) in exchange for which the Company was supposed to issue certain of its convertible preferred shares (the ?Company Shares?) to the beneficial owners of the GFI Shares as set forth on Schedule 1 to the Agreement. Thereupon, GFI became a wholly-owned subsidiary of the Company. JRS Corp. was one of the beneficial owners of the GFI shares, listed on Schedule 1 to the Agreement, and was entitled to \$1.7 million worth of the Company Shares. While certain GFI shareholders identified on Schedule 1 to the Agreement, including Global Trading and Cold Mountain Group received Company Shares and GFI was represented to the public in numerous press releases as having become a wholly-owned subsidiary of the Company, JRS/Mr. Siegel did not receive any Company Shares, despite repeated demands. The Agreement includes a binding arbitration provision calling for arbitration of all disputes with AAA. Accordingly, JRS Corp./Mr. Siegel are initiating this arbitration proceeding seeking damages in excess of \$1.7 million, exclusive of interest, fees and costs, representing the value of the Company shares that JRS Corp. was entitled to pursuant to the Agreement in March of 2007. In addition, JRS/Mr. Siegel are seeking damages representing the yet undetermined value of any additional shares and/or property that JRS would have been entitled to receive had it become a shareholder of the Company in March 2007 in accordance with the terms of the Agreement.

Arbitration Clause: See uploaded document.

Hearing Locale Requested: Orlando , FL

Contract Date: 03/03/2007

Number of Neutrals: 1

Claimant

Mark Siegel-JRS Corp.

Type of Business: Service / Product Provider

Representatives

<p>Name: Mark H. Siegel Company Name: JRS Corp. Address: C/O Ginnis & Groysman, P.A. 101 Ne 3rd Avenue Suite 1100 Fort Lauderdale, FL 33301 Tel#: 954-712-0505 Fax#:</p>	<p>Name: Roman Groysman Company Name: Ginnis & Groysman P.A. Address: 101 NE 3rd Avenue Suite 1100 Fort Lauderdale, FL 33301 Tel#: 954-712-0505 Fax#: Email: RG@GinnisGroysman.com</p>
--	--

Email: RG@GinnisGroysman.com
Include in Caption: Both

Respondent**Ligatt Security International, Inc.**

Type of Business: Service / Product Provider

Name: Gregory Evans
Company Name: Ligatt Security International, Inc.
Address: 6050 Peachtree Parkway
Suite 200
Norcross, GA 30092
Tel#: 678-894-1001
Fax#:
Email:
Include in Caption: Company

Representatives

To institute proceedings, please send a copy of this form and the Arbitration Agreement to the opposing party.

Your demand/submission for arbitration/mediation has been received on 05/26/2010 14:43 EDT

[Handwritten initials]

ACQUISITION AGREEMENT

March 3, 2007

THIS AGREEMENT made this 3 day of March 2007, by and among **INTELLIGENT SPORTS, INC.**, a corporation organized under the laws of California (the "Company"), **GLOBAL RETAIL FITNESS, INC.**, a Florida corporation ("Global Fitness"), and **J. Bennett Grocock**, an attorney licensed in the State of Florida, serving as escrow agent ("Escrow Agent").

Background

The Company and Global Fitness desire to enter into a transaction whereby the Company acquires 100% of the outstanding shares of Global Fitness, with the shareholders of Global Fitness to receive shares of the issued and outstanding capital stock of Company in exchange for their shares of capital stock in Global Fitness.

Representatives of Global Fitness and Company have asked Escrow Agent to serve in an official capacity for the purpose of effecting and expediting the closing of the transactions contemplated herein.

Escrow Agent has agreed to receive and hold all documents, stock certificates, stock powers and corporate records of Global Fitness and the Company in escrow for delivery at the Closing in accordance with this Agreement.

Terms of Agreement

In consideration of the mutual promises, covenants and representations contained herein, the parties herewith agree as follows:

**ARTICLE I
SHARE EXCHANGE**

1.01 At the Closing, the Company will acquire 100% of the issued and outstanding shares of Global Fitness, and the shareholders of Global Fitness shall receive in exchange for their shares of capital stock in Global Fitness, 5,000,000 shares of newly issued convertible preferred shares of Company (the "Shares"). The Shares, when issued, shall be fully paid and nonassessable and be valued at \$1.00 per share for purposes of conversion to common shares of the Company, based upon a separate Private Placement Memorandum to be negotiated by the Company and Global Fitness.

1.02 Escrow Agent. Each of the Company and Global Fitness hereby appoints J. Bennett Grocock to act on its behalf in all matters pertaining to this transaction. All shares of Global Fitness and the Company being exchanged or issued in this transaction shall be issued and delivered to Escrow Agent to hold and distribute at the Closing. The Escrow Agent will also coordinate collection and distribution of due diligence information for Global Fitness prior to Closing.

1.03 Closing. The Closing of this transaction will take place on or before March 5, _____, 2007, under the terms described in Article III of this Agreement, unless mutually extended by the parties.

[Handwritten initials]

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1.04 Board of Directors. Each party hereto agrees to nominate, vote, or cause to be voted, all Shares owned by such party, or over which such party has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that the size of the Board shall be set and remain at five (5) directors and that three (3) nominees nominated by the Company and two (2) nominees nominated by Global Fitness shall be elected to the Board.

1.05 Post-Closing Operations. After the Closing, Global Fitness will be a wholly-owned subsidiary of the Company, with a separate budget and a burn rate to be approved by the Board of Directors. The Company agrees, immediately following the Closing, to affect a 100:1 reverse split of its common stock.

1.06 Capital Investment. The Company agrees to provide, initiating within ninety days (90) and culminating within twelve (12) months of the Closing, a capital investment equal to at least One Million five hundred thousand Dollars (\$1,500,000) to re-structure, operate and expand GLOBAL FITNESS. In addition, the Company agrees to secure and finance purchase orders of Global Fitness in an amount equal to or exceeding, as required by the business, of One Million Dollars (\$1,000,000). The Company agrees that should it fail to initiate meeting these obligations within ninety days (90) and culminate within twelve (12) months of the Closing, Global Fitness may at its option be spun-off from the Company. The Company shall be entitled to keep the number of the Global Fitness' shares with the aggregate value equal to its total capital investment in Global Fitness.

1.07 Distribution of Capital. The parties agree that any new net capital raised by the Company after the Closing and up to the first \$ 1,500,000 shall be distributed using a 70:20:10 model under the following conditions:

1.07.1 The initial \$120,000 raised will be directed to the Global Fitness subsidiary and then \$30,000 to the Company.

1.07.2 Capital raised thereafter shall be divided with 20% directed to the subsidiary to be formed to run the current operations of Intelligent Sports, 70% directed to the Global Fitness subsidiary, and 10% shall remain in the Company. To wit, with \$1,500,000 being raised, \$300,000 will go to the Intelligent Sports subsidiary, \$1,050,000 will go to the Global Fitness subsidiary, inclusive of funds identified in 1.07.1 and \$120,000 remains with the company.

1.07.3 Once a total of \$ 1,500,000 has been distributed, the Board of Directors shall allocate any additional funds raised as required by the business.

1.08 Incentive Bonus The subsidiaries and Company agree to setup a mutually agreeable Incentive program for meeting revenue and profit milestones.

1.09 Employment Agreements - Employment, Agent and Consultancy Agreements for key team members of Global Fitness, shall be negotiated separately by the Company prior to the execution of this AGREEMENT. In the event cash-flow or capital not be sufficient to satisfy the fiscal commitments of these Agreements, then accruals of those amounts due will be posted and remitted when funds become available .

1.10 Loans - The parties agree to affect a mutually agreeable Global Fitness loan

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repayment program through allocations of "stock or cash" to initiate within the first 30 days after Closing in which the principals/management of the subsidiaries can allocate such disbursements. These loan repayments will be remitted when satisfactory capital, cash-flow and/or stock is available for use by Global Fitness to this end. This program is completely separate and apart from the Distribution of Capital in Section 1.07 above. ~~Schedule 3~~ attached hereto identifies the payees and the corresponding obligations to them.

1.11 Accounts Payable - The parties agree to effect a mutually agreeable Accounts Payable remuneration program within in the first 30 days after, Closing in which the principals/management of the subsidiaries can allocate such disbursements to outside vendors. Schedule ~~3~~ attached hereto lists such payables and their aging.

~~1.12~~

~~1.12~~ Accruals - The parties agree to setup an accrual repayment plan through the use of stock vehicles such as a "convertible debenture" within in the first 30 days after, Closing in which the principals/management of the subsidiaries can allocate such disbursements. Schedule ~~3~~ attached hereto sets forth these accruals.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF COMPANY

The Company represents and warrants to Global Fitness the following:

2.01 Organization. The Company is a corporation duly organized, validly existing, and in good standing under the laws of the state of California and has all necessary corporate powers to own properties and carry on its business. All actions taken by the incorporators, directors and/or shareholders of Company have been valid and in accordance with all applicable laws.

2.02 Capital. The authorized capital stock of Company consists of _____ shares of Common Stock, of which _____ shares are issued and outstanding and _____ shares of Preferred Stock, of which _____ shares are issued and outstanding. All outstanding shares are fully paid and non-assessable, free of liens, encumbrances, options, restrictions and legal or equitable rights of others not a party to this Agreement. At the Closing, there will be no outstanding subscriptions, options, rights, warrants, convertible securities, or other agreements or commitments obligating Company to issue or to transfer from treasury any additional shares of its capital stock. None of the outstanding shares of Company is subject to any stock restriction agreements.

2.03 Financial Statements. The Unaudited balance sheet as of September 30, 2006 and the related statements of income and retained earnings for the periods then ended fairly present the financial position of Company as of the dates of the balance sheets included in the financial statements, and the results of its operations for the period indicated.

2.05 Tax Returns. Within the times and in the manner prescribed by law, Company has filed all federal, state, and local tax returns required by law. Company has paid, or will pay by the Closing, all taxes, assessments, and penalties due and payable. There are no present disputes as

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to taxes of any nature payable by Company as of the Closing, and there shall be no taxes of any kind due or owing.

2.06 Ability to Carry Out Obligations. Company has the right, power, and authority to enter into and perform its obligations under this Agreement. The execution and delivery of this Agreement by Company and the performance by Company of its obligations hereunder will not cause, constitute, or conflict with or result in (a) any breach or violation or any of the provisions of or constitute a default under any license, indenture, mortgage, charter, instrument, articles of incorporation, bylaw, or other agreement or instrument to which Company is a party or by which they may be bound, nor will any consents or authorizations of any party other than those hereto be required, (b) an event that would cause Global Fitness Escrow Agent to be liable to any party, or (c) an event that would result in the creation or imposition of any lien, charge, or encumbrance on any asset of Company or upon the Shares.

2.07 Full Disclosure. None of the representations and warranties made in this Agreement by Company or on its behalf contains or will contain any untrue statement of a material fact or omit any material fact the omission of which would be misleading.

2.09 Compliance with Laws. Company has complied with all, and is not in violation of any, federal, state, or local statute, law, and regulation. Company has complied with all federal and state securities laws in connection with the offer, sale and distribution of its securities.

2.10 Litigation. Company is not a party to any suit, action, arbitration, or legal, administrative, or other proceeding or pending governmental investigation. To the best of Company's knowledge, there is no basis for any such action or proceeding, and no such action or proceeding is threatened against Company. Company is not subject to or in default with respect to any order, writ, injunction, or decree of any federal, state, local, or foreign court, department, agency, or instrumentality.

2.11 Conduct of Business. Prior to the Closing, Company shall not (i) amend its Certificate of Incorporation or Bylaws, other than to restructure the Company for this acquisition, (ii) declare dividends or redeem or sell stock or other securities, except as part of completing this transaction, (iii) incur any liabilities, (iv) acquire any assets, enter into any contract, or guarantee obligations of any third party, or (v) enter into any other transaction.

2.12 Truth of Representations. All of these representations shall be true as of the Closing and shall survive the Closing for a period of one year.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF GLOBAL FITNESS

Global Fitness represents and warrants as follows:

3.01 Organization. Global Fitness is a corporation duly organized, validly existing, and in good standing under the laws of the state of Florida and has all necessary corporate powers to own properties and carry on its business. All actions taken by the incorporators, directors and/or shareholders of Global Fitness have been valid and in accordance with all applicable laws.

3.02 Capital. The authorized capital stock of Global Fitness consists of 1000 shares of Common Stock, of which 1000 shares are issued and outstanding, and 0 shares of Preferred

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Stock, 0 of which are issued or outstanding. All outstanding shares of common stock are fully paid and non-assessable, free of liens, encumbrances, options, restrictions and legal or equitable rights of others not a party to this Agreement. None of the outstanding shares of Global Fitness are subject to any stock restriction agreements.

3.03 Financial Statements. The unaudited balance sheet of Global Fitness as of [January 31, 2007], and the related statements of income and retained earnings for the period then ended fairly present the financial position of Global fitness as of the date of the balance sheet included in the financial statements, and the results of its operations for the period indicated.

3.04 Assets and Liabilities. Global Fitness does not as of the date hereof, and will not as of the Closing, have any assets, debt, liability, or obligation of any nature, whether accrued, absolute, contingent, or otherwise, and whether due or to become due, that is not reflected on the Balance Sheet. Global Fitness is not aware of any pending, threatened or asserted claims, lawsuits or contingencies involving Global Fitness. There is no dispute of any kind between Global Fitness and any third party, and no such dispute will exist at the Closing of this Agreement.

3.05 Tax Returns. Within the times and in the manner prescribed by law, Global Fitness has filed all federal, state, and local tax returns required by law. Global Fitness has paid, or will pay by the Closing, all taxes, assessments, and penalties due and payable. There are no present disputes as to taxes of any nature payable by Global Fitness as of the Closing, and there shall be no taxes of any kind due or owing.

3.06 Ability to Carry Out Obligations. Global Fitness has the right, power, and authority to enter into and perform its obligations under this Agreement. The execution and delivery of this Agreement by Global Fitness and the performance by Global Fitness of its obligations hereunder will not cause, constitute, or conflict with or result in (a) any breach or violation of any of the provisions of or constitute a default under any license, indenture, mortgage, charter, instrument, articles of incorporation, bylaw, or other agreement or instrument to which Global Fitness is a party or by which they may be bound, nor will any consents or authorizations of any party other than those hereto be required, (b) an event that would cause Global Fitness or Escrow Agent to be liable to any party, or (c) an event that would result in the creation or imposition of any lien, charge, or encumbrance on any asset of Global Fitness or upon the Shares.

3.07 Full Disclosure. None of the representations and warranties made in this Agreement by Global Fitness or on its behalf contains or will contain any untrue statement of a material fact or omit any material fact the omission of which would be misleading.

3.08 Contracts, Leases and Assets. Global Fitness is not in default under any contract, agreement or lease to which it is a part. No person holds a power of attorney from Global Fitness.

3.09 Compliance with Laws. Global Fitness has complied with all, and is not in violation of any, federal, state, or local statute, law, and regulation. Global Fitness has complied with all federal and state securities laws in connection with the offer, sale and distribution of its securities.

3.10 Litigation. Global Fitness is not a party to any suit, action, arbitration, or legal, administrative, or other proceeding or pending governmental investigation. To the best of Global Fitness' knowledge, there is no basis for any such action or proceeding, and no such action or proceeding is threatened against Global Fitness. Global Fitness is not subject to or in default with respect to any order, writ, injunction, or decree of any federal, state, local, or foreign court, department, agency, or instrumentality.

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3.11 Conduct of Business. Prior to the Closing, Global Fitness shall not (i) amend its Certificate of Incorporation or Bylaws, (ii) declare dividends or redeem or sell stock or other securities, except as part of completing this transaction, (iii) incur any liabilities, (iv) acquire any assets, enter into any contract, or guarantee obligations of any third party, or (v) enter into any other transaction without notification in writing to the Company.

3.12 Truth of Representations. All of these representations shall be true as of the Closing and shall survive the Closing for a period of one year.

ARTICLE IV
THE CLOSING

4.01 Closing. The Closing of this transaction will occur when all of the documents and consideration described below have been delivered to the Escrow Agent (the "Closing"). Unless the Closing of this transaction takes place by March 5, _____, 2007, or such other date mutually agreed to, either party may terminate this Agreement.

4.02 Documents to be Delivered at Closing. The following documents, in form reasonably acceptable to the parties, shall be delivered:

(a) **By Company:**

- (i) Certificate of Incorporation, as amended;
- (ii) Bylaws, as amended;
- (iii) Board resolutions approving this transaction;
- (iv) Stock register and stock certificate records; and
- (v) Certificates representing the Shares, issued in the names of the shareholders of Global Fitness in the denominations set forth in Schedule 1 hereto.

(b) **By Global Fitness:**

- (i) Original Stock certificates of shareholders of Global Fitness; and
- (ii) Board resolutions approving this transaction.

ARTICLE V
REMEDIES

5.01 Hold Harmless. In the event that Big Apple Investments, Inc. should fail to perform that certain Funding Agreement with Intelligent Sports pursuant to and required by this Acquisition Agreement, Global Fitness and the Company agree and covenant not to sue each other for damages directly caused by Big Apple's failure to perform or breach thereof.

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5.02 Arbitration. Any controversy or claim arising out of, or relating to, this Agreement, or the making, performance, or interpretation thereof, shall be settled by arbitration in Orlando, Florida, in accordance with the Rules of the American Arbitration Association then existing, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

5.03 Indemnification. Company and Global Fitness acknowledge and agrees to indemnify Escrow Agent against all actual losses, damages and expenses caused by (i) any material breach of this Agreement or any material misrepresentation contained herein, or (ii) any misstatement of a material fact or omission to state a material fact required to be stated herein or necessary to make the statements herein not misleading.

5.04 Other Remedies. The forgoing indemnification provision is in addition to, and not derogation of, any statutory, equitable or common law remedy any party may have for breach of representation, warranty, covenant or agreement.

ARTICLE VI MISCELLANEOUS

6.01 Captions and Headings. The article and paragraph headings throughout this Agreement are for convenience and reference only, and shall in no way be deemed to define, limit, or add to the meaning of any provision of this Agreement.

6.02 No Oral Change. This Agreement and any provision hereof may not be waived, changed, modified, or discharged orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

6.03 Non Waiver. Except as otherwise expressly provided herein, no waiver of any covenant, condition, or provision of this Agreement shall be deemed to have been made unless expressly in writing and signed by the party against whom such waiver is charged; and (i) the failure of any party to insist in any one or more cases upon the performance of any of the provisions, covenants, or conditions of this Agreement or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of any such provisions, covenants, or conditions, (ii) the acceptance of performance of anything required by this Agreement to be performed with knowledge of the breach or failure of a covenant, condition, or provision hereof shall not be deemed a waiver of such breach or failure, and (iii) no waiver by any party of one breach by another party shall be construed as a waiver with respect to any other or subsequent breach.

6.04 Entire Agreement. This Agreement, including any and all attachments hereto, if any, contains the entire Agreement and understanding between the parties hereto and supersedes all prior agreements and understandings, whether written or oral.

6.05 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures will be acceptable to all parties as originals.

6.06 Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage

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prepaid, or on the second day if faxed, and properly addressed or faxed as follows:

If to Company:

Thomas Hobson, President
Intelligent Sports
1724 W. 11th Street 154 - A Westfoothill Pasadena, CA 91784
Upland, CA 91786 917 84
Phone: 909.373.0240
Fax:

If to Escrow Agent:

J. Bennett Grocock
~~455 S. Orange Ave., Suite 500~~ 255 S. ORANGE AVE, STE. 1201
Orlando, Florida 32801
Fax 407-425-0032
Phone 407-422-0300

If to Global Fitness:

Julie Scheckwitz 4000 Ponce de Leon Boulevard, Suite
470
Coral Gables, Florida 33146
Phone 305-777-0377
Fax 305-777-0378

6.07 Binding Effect. This Agreement shall inure to and be binding upon the heirs, executors, personal representatives, successors and assigns of each of the parties to this Agreement.

6.08 Effect of Closing. All representations, warranties, covenants, and agreements of the parties contained in this Agreement, or in any instrument, certificate, opinion, or other writing provided for in it, shall be true and correct as of the closing and shall survive the Closing of this Agreement for a period of one year.

6.09 Mutual Cooperation. The parties hereto shall cooperate with each other to achieve the purpose of this Agreement, and shall execute such other and further documents and take such other and further actions as may be necessary or convenient to effect the transaction described herein.

6.10 Counterpart Signatures. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile signature page were an original thereof.

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6.11 Severability. In case any one or more of the provisions of this Agreement shall be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Agreement shall not in any way be affected or impaired thereby and the parties will attempt to agree upon a valid and enforceable provision which shall be a reasonable substitute therefor, and upon so agreeing, shall incorporate such substitute provision in this Agreement.

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ms/ff

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In witness whereof, this Agreement has been duly executed by the parties hereto as of the date first above written.

INTELLIGENT SPORTS, INC.

By: Thomas Hebscheid

Its: President / CEO

Please Print: THOMAS HEBSCHIED

GLOBAL RETAIL FITNESS, INC.

By: Julie Scheckwitz

Its: President

Please Print: Julie Scheckwitz

ESCROW AGENT

J. Bennett Grocock
J. Bennett Grocock

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(1) / [Handwritten initials]

Schedule 1

List of Global Fitness' Shareholders*

Name	# of Global Fitness Shares	# of Company Shares to Receive
Julie Scheckwitz	1000**	0
Global Trading		\$1,100,000.00 worth of Company Shares
Impact Marketing		\$1,100,000 worth of Company Shares
Cold Mountain Group		\$1,100,000 worth of Company Shares
JRS Corp.		\$1,700,000 worth of Company Shares

**Global Trading is in possession of an LOA from Global Fitness, transferring 22% of the equity to its benefit.

[Handwritten initials]

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Schedule 2

List of Global Fitness' Loans Payable

<u>NAME</u>	<u>AMOUNT</u>	<u>RELATIONSHIP TO COMPANY</u>
Steve Durdin	\$375,000	SHAREHOLDER/LENDER
CrossFire	\$50,000	CONSULTANT
Norman Siegel	\$310,000	LENDER
Richard Haggart/Marc Siegel	<u>\$160,000</u>	SHAREHOLDER/ CONSULTANTS
TOTAL	<u>\$895,000</u>	

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Schedule 3

List of Global Fitness' Accounts Payable

<u>VENDOR</u>	<u>\$</u>
Punch, LLC	\$32,400.00
Expeditors International	\$10,000.00
Event Logistic Solutions	\$14,669.73
One Source Logistics	\$7,435.22
Continental Fitness Services	\$8,063.41
Lucky Fitness Services	\$2,136.32
Harrison Fitness Services	\$3,433.23
Exer-Tech	\$1,822.09
Exercise Consultants*	\$10,000.00
FEDEX	\$2,500.00
Verizon	\$2,422.81
TIO CORAL GABLES SER.	\$3,122.61
Preferred Travel	\$3,996.61
Arnstein & Lehr***	\$7,083.00
Rachlin Cohen & Holtz***	<u>\$5,000.00</u>
Total****	<u>\$114,065.03</u>

Notes

- *Former Independent Contractors
- **Monthly Retainer Fees and Expenses
- ***Professional Fees
- ****Vendors awaiting company transition for payment

[Signature]

Schedule 4

List of Global Fitness' Accruals

NAME	\$
Terry Collier	\$14,000.00
Marc Siegel	\$38,000.00
Consumer Value Network	\$12,000.00
Total	<u>\$64,000.00</u>

[Signature] / [Signature]

AMENDMENT TO ACQUISITION AGREEMENT

The *Acquisition Agreement*, dated March 3rd, 2007, signed by Thomas Hobson for Intelligent Sports, Inc., on the one hand, and Julie Scheckwitz, President of Global Retail Fitness, Inc., on the other hand, is amended as follows:

1. Notwithstanding any other provision of this amendment or the *Acquisition Agreement*, the only compensation to be provided by Intelligent Sports, Inc. under the terms of the *Acquisition Agreement*, shall be to the shareholders of Global Retail Fitness, Inc. and not to Global Retail Fitness, Inc., and shall comprise of only 5,000,000 shares of Series B Preferred Stock of Intelligent Sports, Inc., with rights, terms, and conditions as set forth in Exhibit A hereto.

2. Notwithstanding any other provision of this amendment or the *Acquisition Agreement*, Intelligent Sports, Inc. shall authorize 30,000,000 shares of Series B Preferred Stock.

3. Notwithstanding any other provision of this amendment or the *Acquisition Agreement*, the consummation of the *Acquisition Agreement* is subject to approval by the board of directors of Global Retail Fitness, Inc. as well as its shareholders.

4. Notwithstanding any other provision of this amendment or the *Acquisition Agreement*, the consummation of the *Acquisition Agreement* is subject to approval by the board of directors of Intelligent Sports, Inc. as well as its shareholders.

5. Section 1.03 of the *Acquisition Agreement* is amended to read, "The closing of this transaction will take place on or before May 17th, 2007, under the terms described in Article III of this Agreement, unless mutually extended by the parties."

IN WITNESS WHEREOF, this amendment to the *Acquisition Agreement* has been duly executed by the parties hereto as of the date listed below.

Dated: _____, 2007

INTELLIGENT SPORTS, INC.

Thomas Hobson, President

Dated: _____, 2007

GLOBAL RETAIL FITNESS, INC.

Julie Scheckwitz, President

EXHIBIT A

The Corporation hereby creates a new series out of its Preferred Stock consisting of 30,000,000 shares of "Series B Preferred Stock," having the preferences, limitations and relative rights set forth below:

SERIES B PREFERRED STOCK

(1) Designation and Rank. The series of Series B Preferred Stock shall be designated the "Series B Preferred Stock" ("Series B Preferred") and shall consist of 30,000,000 shares. The Series B Preferred and any other series of Preferred Stock authorized by the Board of Directors of this Corporation are hereinafter referred to as "Preferred Stock" or "Preferred." The Series B Preferred shall be senior to the common stock, but subordinate to Series A Preferred Stock, except as laid out in section 3 below.

(2) Redeemable for Cash. Each share of Series B Preferred Stock shall be redeemable for \$1.00 of cash, at the option of the holder thereof, at any time after one year from the date of issuance.

(3) Liquidation Preference. (a) In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary (a "Liquidation"), the assets of the Corporation available for distribution to its stockholders shall be distributed as follows:

(a) After Series A Preferred Stock receives its preferences, the holders of the Series B Preferred Stock shall be entitled to receive an amount equal to \$1.00 per share with respect to each share of Series B Preferred Stock, and such liquidation shall be prior to and in preference to any liquidation distribution of the assets or surplus funds of the Corporation to the holders of Common Stock.

(b) If upon occurrence of a Liquidation the assets and funds thus distributed among the holders of the Series B Preferred shall be insufficient to permit the payment to such holders of the full preferential amount, then the entire assets and funds of the Corporation legally available for distribution shall be distributed to the holders of Series A Preferred Stock, to the extent of their preferences, and then among the holders of the Series B Preferred Stock, ratably in proportion to the full amounts to which they would otherwise be respectively entitled.

(c) After payment of the full amounts to the holders of Series B Preferred as set forth above in paragraph (1), Series B Preferred Stock shall participate in any distribution of remaining assets of the Corporation as if each share of Series B Preferred Stock was one share of Common Stock.

(d) For purposes of this Section 3, and unless a majority of the holders of the Series B Preferred Stock affirmatively vote or agree by written consent to the contrary, a Liquidation shall be deemed to include (i) the acquisition of the Corporation by another entity by means of any transaction or series of related transactions (including, without limitation, any reorganization, merger or consolidation) and (ii) a sale of all or substantially all of the assets of the Corporation, unless the Corporation's stockholders of record as constituted immediately prior to such acquisition or sale will, immediately after such acquisition or sale (by virtue of securities issued as consideration for the Corporation's acquisition or sale or otherwise) hold at least fifty percent (50%) of the voting power of the surviving or acquiring entity.

(e) If any of the assets of the Corporation are to be distributed other than in cash under this Section 3, then the board of directors of the Corporation shall promptly engage independent competent appraisers to determine the value of the assets to be distributed to the holders of Preferred Stock or Common Stock. The Corporation shall, upon receipt of such appraiser's

valuation, give prompt written notice to each holder of shares of Preferred Stock or Common Stock of the appraiser's valuation.

(4) Voting Rights. Except as otherwise required by law, the holders of Series B Preferred and the holders of Common Stock shall be entitled to notice of any stockholders' meeting and to vote as a single Series upon any matter submitted to the stockholders for a vote as follows: (i) the holders of Series B Preferred Stock shall have one vote per share of Series B Preferred Stock on the record date for the vote, or, if no such record date is established, at the date such vote is taken or any written consent of stockholders is solicited; and (ii) the holders of Common Stock shall have one vote per share of Common Stock held as of such date.

(5) Dividends. Series B Preferred Stock shall have no dividend rights.

(6) Directors. The holders of Series B Preferred Stock and Common Stock voting together as a Series shall be entitled to elect the directors comprising the Board of Directors (and to fill any vacancies with respect thereto).

**ACTION BY WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF
INTELLIGENT SPORTS, INC.**

The undersigned, being the sole directors of Intelligent Sports, Inc., a _____ corporation (the "Corporation"), hereby consent to and adopt the following resolutions pursuant to the provisions of _____ Statutes.

WHEREAS, the Board of Directors of the Corporation deems it advisable to amend the Articles of Incorporation of the Corporation to create _____ shares of a new series of Class C Convertible Preferred Stock and Convertible Notes not to exceed \$10,000,000.

NOW, THEREFORE, BE IT RESOLVED, that the Corporation amend its Articles of Incorporation to create _____ shares of a new series of Class C Convertible Preferred Stock and \$10,000,000 in Convertible Notes having the terms and conditions set forth in Exhibit A hereto.

RESOLVED FURTHER, that the holders of Series C Convertible Preferred and the holders of Common Stock shall be entitled to notice of any stockholders' meeting and to vote as a single Series upon any matter submitted to the stockholders for a vote as follows: (i) the holders of each series of Preferred Stock, along with holders of Convertible Notes, shall have one vote for each full share of Common Stock into which a share of such series would be convertible on the record date for the vote (closing price), or, if no such record date is established, at the date such vote is taken or any written consent of stockholders is solicited; and (ii) the holders of Common Stock shall have one vote per share of Common Stock held as of such date.

RESOLVED FURTHER, that the Board of Directors recommend to the company's share holders that the corporation restructure their shares through a one new share for One hundred existing shares reverse split to be effective as of a record date of March 20th, 2007.

RESOLVED FURTHER, that the officers of the Corporation, acting singly, for and on behalf of the Corporation, are hereby authorized to execute any and all documents and perform any and all acts that they, in their sole discretion, deem necessary or appropriate to effect the aforesaid amendment to the Corporation's Articles of Incorporation, establishment of a Convertible Preferred Stock and Note, and the implementation of the reverse split.

IN WITNESS WHEREOF, the undersigned directors of Intelligent Sports, Inc. do hereby execute this Consent to Action to be effective as of March 8, 2007.

Director

Director

Director