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FRANCHISE DISCLOSURE DOCUMENT

PB Franchising, LLC
a Delaware limited liability company
17877 Von Karman Ave., Suite 100
Irvine, CA 92614
(949) 346-9794
franchising@purebarre.com
www.purebarre.com

PB Franchising, LLC ("we," "us," or "our") offers for sale a franchise to establish and operate a fitness studio that offers and provides indoor Pure Barre classes/instruction under the "Pure Barre" marks (each, a "Studio").

The total investment necessary to begin operations of a Studio franchise ranges from $191,650 to $439,250. This amount includes $98,750 to $114,950 that must be paid to the franchisor or its affiliate prior to opening.

The total investment necessary to operate multiple Studios under our form of area development agreement depends on the number of franchises we grant you the right to open, which is typically three (3) or more. The total investment necessary to enter into a development agreement for the right to develop three (3) Studios is $266,650 to $514,250, which includes (a) a development fee of $135,000 that is paid to us or our affiliates prior to opening, and (b) the total estimated initial investment to begin operation of your initial Studio (as described above).

This Disclosure Document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read the 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 payments to the Franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government 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 Sarah Luna at PB Franchising, LLC, 17877 Von Karman Ave., Suite 100, Irvine, California 92614, and at (949) 346-9794.

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 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, DC 20580. You can also visit the FTC's home page at 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 agencies about them.

THE ISSUANCE DATE OF THIS DISCLOSURE DOCUMENT IS: April 9, 2018, as amended November 13, 2018.

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STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF THIS FRANCHISE WITH A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in **Exhibit B** for information about the franchisor, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT CONTAIN A MANDATORY BINDING ARBITRATION CLAUSE GOVERNING NEARLY ALL DISPUTES BETWEEN YOU AND US. THE BINDING ARBITRATION (AND ANY LITIGATION) AND ANY ARBITRATION APPEAL WILL TAKE PLACE IN THE COUNTY IN WHICH OUR THEN-CURRENT HEADQUARTERS IS LOCATED, CURRENTLY, IRVINE, CALIFORNIA, AND THAT MAY COST YOU MORE (AND BE LESS CONVENIENT) THAN IF THOSE PROCEEDINGS TOOK PLACE NEAR YOUR RESIDENCE OR BUSINESS. COSTS OF THE ARBITRATION AND ANY ARBITRATION APPEAL MAY BE GREATER THAN IN LITIGATION. YOU AND WE WILL GENERALLY BEAR EACH OF OUR OWN COSTS IN ANY DISPUTE, BUT THE ARBITRATOR CAN ASSESS COSTS (BUT NOT ATTORNEY'S FEES) AGAINST A LOSING PARTY.

2. THE FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT PROVIDE THAT THE LAWS OF THE STATE OF CALIFORNIA GOVERN THE AGREEMENTS AND THAT LAW MAY NOT PROVIDE YOU WITH THE SAME RIGHTS AND PROTECTIONS AS YOUR LOCAL LAW. THIS DOES NOT APPLY, HOWEVER, WITH RESPECT TO ANY CLAIMS OR DISPUTES ARISING OUT OF OR RELATED TO YOU'RE THE INTERPRETATION OR ENFORCEMENT OF YOUR COVENANTS AGAINST COMPETITION SET FORTH IN THE FRANCHISE AGREEMENT AND, IF APPLICABLE, DEVELOPMENT AGREEMENT (WHICH WILL BE GOVERNED BY THE LAW WHERE YOUR FRANCHISED BUSINESS IS LOCATED). YOU MAY WANT TO CONSULT AN ATTORNEY REGARDING COMPARISON OF THESE LAWS.

3. YOUR SPOUSE MUST SIGN A DOCUMENT THAT MAKES YOUR SPOUSE LIABLE FOR ALL FINANCIAL OBLIGATIONS UNDER THE FRANCHISE AGREEMENT, EVEN IF 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. YOU MUST MEET A MINIMUM MONTHLY GROSS REVENUE QUOTA REQUIREMENT. YOUR INABILITY TO MEET THIS REQUIREMENT MAY RESULT IN LOSS OF ANY TERRITORIAL RIGHTS YOU ARE GRANTED, TERMINATION OF YOUR FRANCHISE, AND LOSS OF YOUR INVESTMENT.

5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should make sure to do your own investigation of the franchise.

Effective Date: See the next page for state effective dates.

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STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Documents 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 Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

STATE	EFFECTIVE DATE
CALIFORNIA	Prior version of FDD effective as of April 10, 2018
FLORIDA	Effective
HAWAII	Prior version of FDD effective as of April 17, 2018
ILLINOIS	Prior version of FDD effective as of April 10, 2018
INDIANA	April 9, 2018
KENTUCKY	Effective
MARYLAND	Prior version of FDD effective as of June 11, 2018
MICHIGAN	April 9, 2018
MINNESOTA	Prior version of FDD effective as of April 25, 2018
NEBRASKA	Effective
NEW YORK	Prior version of FDD effective as of June 13, 2018
NORTH DAKOTA	Prior version of FDD effective as of April 19, 2018
RHODE ISLAND	Prior version of FDD effective as of April 9, 2018
SOUTH DAKOTA	April 10, 2018
TEXAS	Effective
UTAH	Effective
VIRGINIA	Prior version of FDD effective as of April 23, 2018
WASHINGTON	Prior version of FDD effective as of May 23, 2018
WISCONSIN	Prior version of FDD effective as of April 9, 2018; amended version effective as of November 14, 2018

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Exhibits

A. FRANCHISE AGREEMENT AND EXHIBITS
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ITEM 1
THE FRANCHISOR, ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language, this disclosure document uses "we," "us," "our," "Franchisor" or "Pure Barre" to mean PB Franchising, LLC, the franchisor. "You" means the person, corporation, partnership or other entity that buys the franchise. Terms not defined in this Disclosure Document (including various capitalized terms) are defined in the Franchise Agreement attached as **Exhibit A** to this Disclosure Document (the "Franchise Agreement").

Franchisor

We only do business under the name PB Franchising, LLC and/or our proprietary marks, including our current primary mark PURE BARRE®. Our principal business is 17877 Von Karman Ave., Suite 100, Irvine, California 92614, and our business phone number is (949) 346-9794. We are a Delaware limited liability company formed on September 20, 2012.

We are in the business of offering and awarding franchises for the right to independently own and operate a franchised Studio (each, a "Franchised Business") that utilizes our then-current proprietary marks (the "Marks") and business operations system that we and our affiliates have developed (the "System"), as disclosed more fully below in this Item.

Except as provided in this Item, we do not offer franchises in any other line of business, and we are not otherwise involved in any substantive business activity. As of the Issue Date, our affiliates currently operate a total of thirteen (13) Studios that are operated in a substantially similar manner as the Franchised Business being offered in this Disclosure Document utilizing the Marks and System (the "Affiliate Studios"). We have not and do not directly own and operate any Studios as of the Issue Date.

We are a wholly owned subsidiary of Pure Barre, LLC (f/k/a PB Holdco, LLC) ("Parent"). Franchising under the name "Pure Barre" is the only business activity we conduct. We have no prior business activities. We do not operate businesses of the type being franchised, but our affiliates do.

2018 Transaction and Parent(s)

As of this Issue Date, please be advised that (a) our direct parent is Pure Barre, LLC ("PB"), a Delaware limited liability company with a business address at 17877 Von Karman Ave, Suite 100, Irvine, California 92614, (b) PB is a wholly-owned subsidiary of Barre Midco, LLC ("BM"), a Delaware limited liability company with the same principal address as PB, and (c) BM is a wholly-owned subsidiary of Barre Holdco, LLC ("Barre Holdco"), a Delaware limited liability company with the same principal address as PB and BM. None of the entities above (i) have offered or sold franchises in any line of business, or (ii) are involved in any other material business activities other than as we provide in this Disclosure Document.

In October 2018, Barre Holdco entered into a series of related transactions that made Barre Holdco a wholly-owned subsidiary of Xponential Fitness, LLC ("Xponential"), a Delaware limited liability company with an address at 17877 Von Karman Ave, Suite 100, Irvine, California 92614. Xponential, via an intermediate holding company, is controlled by H&W Franchise Holdings, LLC ("H&W"), a Delaware entity with a principal business address at 17877 Von Karman Avenue, Suite 100, Irvine, California 92614. H&W is controlled by H&W Investco LP ("H&W Investco"), a limited partnership formed under the laws of Delaware with the same principal address as H&W. H&W Investco is controlled and indirectly owned by MGAG LLC, a Delaware limited liability company with the same principal business address as H&W.

None of these entities described under this heading: (i) provide products or services to our franchisees directly; or (ii) have directly offered or sold franchises in any line of business.

Please note that, at some point in the near future, we expect for certain of our parents to re-structure ownership so that either Xponential will become our direct parent or PB will become a direct subsidiary of Xponential.

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Prior Transaction and Predecessor

On October 11, 2012 (the "Closing Date"), under the terms of an Asset Purchase Agreement, Barre Holdco purchased from Pure Barre Franchising, LLC ("Predecessor"), Pure Barre IP, LLC ("Predecessor's Licensor"), Pure Barre Product, LLC ("Predecessor's Product Affiliate") and the individual owner of each of the foregoing entities, substantially all of the assets of the Pure Barre franchise system, including all franchise agreements, trademarks, service marks and other intellectual property associated with the Pure Barre franchise system and the Pure Barre brand (the "Prior Transaction"). As part of the Prior Transaction, Barre Holdco received ownership of the trademarks and service marks associated with the Pure Barre brand, contributed to us all of the franchise agreements for the operation of franchised Studios, and licensed us to use and sublicense the use of the trademarks and services marks associated with the brand. As a result, we became the franchisor of the Pure Barre franchise system.

We have offered franchises for Studios since closing under the Prior Transaction.

Predecessor offered franchises for Studios from 2009 through the closing under the Prior Transaction. Predecessor conducted business under its corporate name and under the name "Pure Barre." Predecessor did not operate or offer franchises in any other line of business. Before the Prior Transaction, Predecessor's Licensor owned the intellectual property associated with the Pure Barre concept including trademarks, service marks, commercial symbols and logotypes, which it licensed to Predecessor for Predecessor's use in franchising the Pure Barre concept. During portions of 2008 and 2009 and before Predecessor began offering franchises for the Pure Barre concept, Pure Barre Licensing, LLC ("Predecessor's Affiliate") signed license agreements with 9 licensees which granted them the right to operate Pure Barre studios. Subsequently in 2009, Predecessor began operation of the franchise system and sold franchises for the right to operate a Pure Barre franchised studio and some of the previously granted licensees converted their license into a franchise and signed a franchise agreement with the Predecessor. Of the original licensees, one continues to operate its Pure Barre studio under its original license agreements, which was assigned by Predecessor's Affiliate to Predecessor before the Prior Transaction and which was later assigned to us as part of the Prior Transaction. The principal business address for Predecessor, Predecessor's Affiliate, Predecessor's Product Affiliate, and Predecessor's Licensor was 2650 18th Street, Denver, Colorado 80211.

Affiliates

Our affiliate, CycleBar Franchising, LLC ("CBF"), an Ohio limited liability company with a principal business address of 299 E 6th St., Floor 1, Cincinnati, Ohio 45202, franchises indoor cycling studios under the CYCLEBAR mark. CBF began franchising CYCLEBAR studios in January 2015. As of December 31, 2017, there were 118 franchised CYCLEBAR studios in operation. CBF has also offered area representative franchise since March 2017, and CBF had one area representative open and in operation as of December 31, 2017.

Our affiliate, CycleBar Canada Franchising, LLC ("CycleBar Canada"), a British Columbia unlimited liability company with a registered office at 2200 HSBC Building, 885 West Georgia Street, Vancouver, BC V6C 3E8, offers CYCLEBAR franchises in Canada. Our affiliate, CycleBar International Inc. ("CycleBar International") an Ohio corporation with a principal business address of 299 E 6th St., Floor 1, Cincinnati, OH 45202 offers CYCLEBAR franchises in other international territories. CycleBar Canada has offered franchises in Canada since August 2015, and CycleBar International has offered franchises outside the United States since February 2016.

Our affiliate, Club Pilates Franchise, LLC ("CP Franchising"), a Delaware limited liability company with a principal business address at 17877 Von Karman Ave., Suite 100, Irvine, California 92614, franchises fitness studios that provide Pilates and other exercise classes under the CLUB PILATES® marks. CP Franchising began offering franchises in March 2015 and, as of December 31, 2017, there were 300 franchised CLUB PILATES Studios in operation.

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Our affiliate, Row House Franchise, LLC ("Row House Franchise"), a Delaware limited liability company with a principal business address at 17877 Von Karman Ave., Suite 100, Irvine, California 92614, franchises rowing and free weight exercise classes under the ROW HOUSE mark. Row House Franchise began franchising ROW HOUSE studios at some point in early 2018. As of December 31, 2017, Row House Franchise has not offered or sold any franchises.

Our affiliate, Stretch Lab Franchise, LLC ("SL Franchising"), a Delaware limited liability company with a principal business address of 17877 Von Karman Ave., Suite 100, Irvine, California 92614, franchises fitness studios that provide stretching classes in both private and group formats, related therapy activities and, if approved, a proprietary "flexologist" training programs under the STRETCH LAB® mark. SL Franchising began offering franchises for STRETCH LAB Studios in late December 2017. As of December 31, 2017, however, SL Franchising has not sold any franchises.

Our affiliate, Yoga Six Franchise, LLC ("Y6 Franchising"), a Delaware limited liability company with a principal business address of 17877 Von Karman Ave., Suite 100, Irvine, California 92614, franchises fitness studios that offer and provide indoor yoga classes/instruction and other related exercise classes under the YOGA SIX® marks. Y6 Franchising began offering franchises for YOGA SIX Studios in September 2018. As of December 31, 2017, Y6 Franchising has not offered or sold any franchises.

Our affiliate, AKT Franchise, LLC ("AKT Franchising"), a Delaware limited liability company with a principal business address at 17877 Von Karman Ave., Suite 100, Irvine, California 92614, franchises fitness studios that provide indoor fitness classes/instruction through a combination of circuit training, dance cardio, Pilates, and yoga under the AKT marks. AKT Franchising began franchising at some point in July 2018. As of December 31, 2017, AKT Franchising has not offered or sold any franchises.

Our affiliate, LB Franchising, LLC ("LB Franchising"), an Ohio limited liability company with a principal business address at 299 E. 6th St., Floor 1, Cincinnati, Ohio 45202, franchises the right to operate a facility that provides shared fitness space and other event hosting space under the @ THE LB® mark. LB Franchising just began offering unit franchises, as well as area representative franchises, in September 2016, and LB Franchising did not have any operating franchisees or area representatives as of December 31, 2017.

Our affiliate, FC Franchising, LLC ("FC Franchising"), is an Ohio limited liability company with a principal business address of 299 E 6th St., Floor 1, Cincinnati, Ohio 45202, that intends to franchise shared workspace facilities under the FUELED COLLECTIVE mark in early 2018. As of December 31, 2017, FC Franchising did not have any operating franchisees or area representatives.

Our affiliate, STG Brand Ambassador Franchising, LLC ("STGBAF"), is an Ohio limited liability company with a principal business address at 3825 Edwards Road, Suite 103, Cincinnati, Ohio 45209. STGBAF franchises franchise development and sales businesses under the STG BRAND AMBASSADOR™ mark and certain other marks as may be designated by STGBAF. STGBAF began franchising in November 2018. As such, STGBAF did not have any operating franchisees as of December 31, 2017.

Our affiliate, PB Product, LLC ("PB Product"), is a Delaware limited liability company with a principal place of business at 17877 Von Karman Ave., Suite 100, Irvine, California 92614. Prior to the 2018 Transaction, PB Product served as our designated supplier for certain inventory and other products that our System franchisees were required to purchase in connection with their respective franchised Studios. While PB Product is not a designated supplier for any required purchase as of the amended Issue Date of this Disclosure Document, we reserve the right to appoint or approve PB Product and any of our other affiliates as an approved or designated supplier in the future.

Except as disclosed above, we currently have no parents, predecessors or affiliates required to be disclosed in this Item.

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Agent for Service of Process

Our agents for service of process are disclosed in **Exhibit B.**

The Franchised Business We Offer

We offer and award franchises to operate a distinctive Studio (each, a "Franchised Business"), which is operated pursuant to the terms of our franchise agreement attached to this Disclosure Document as Exhibit A (the "Franchise Agreement"). We expect that a Studio will typically be located in a retail shopping center, and this franchise offering assumes that the size of a typical Studio will be approximately 1,500 square feet in size. We may, however, consider alternative sites, on a case-by-case basis. Under the Franchise Agreement, we will also grant you the right to operate your Franchised Business within a designated geographical area wherein you will also be able to actively promote the Franchised Business and solicit new clientele (the "Designated Territory"). If you own an existing fitness facility and meet our other qualifications, you may convert your existing business to a Pure Barre Studio. A converted Studio will likely encounter lower investment requirements than those of a start-up Studio.

The Studios are established and operated in accordance with: (i) a comprehensive design that includes interior and exterior signs, the ballet barre, lighting package, stereo system and microphone, and a variety of fitness training equipment and accessories; (ii) specifications, and procedures for operations; (iii) quality customer service; (iv) management and financial control; (v) training and assistance; and (vi) advertising and promotional programs (collectively, the "System"). The System standards, specifications and procedures (collectively, the "System Standards") are described in our confidential operations manual (the "Manual"). The System and the Manual may be changed, improved and further developed by us.

Each Studio will offer and provide: (i) fitness training classes using techniques and methods which are proprietary to us and which provide a total body workout using elements of Pilates, weights and ballet, including using a ballet barre, to perform small isometric movements for a safe, low-impact workout that strengthens and sculpts the body without adding bulk (collectively, the "PB Classes"); and (ii) any other services that we develop, designate and/or otherwise authorize (collectively, the "Approved Services"). Typically, all classes and other Approved Services will be paid for and scheduled online via the Internet.

Before any instructor you engage can provide the Approved Services at your Studio, that instructor must attend and complete module one of a proprietary fitness instruction program designed to provide training and information related to the offer and provision of the Approved Services at a given Studio in accordance with our System standards, specifications and equipment ("Pure Barre Classic Training"). In addition to the Pure Barre Classic Training, each Authorized Instructor must: (i) complete additional training associated with providing some of the System's more advanced classes, such as the classes that we currently authorize our System franchisees to provide in connection with the proprietary techniques and methodologies we have developed in connection with the classes we provide under the PURE EMPOWER™ and PURE REFORM™ marks, within 12 months of the date they complete Pure Barre Classic Training (collectively, the "Additional Instructor Training"); and (ii) participate in any subsequent required instruction training we designate.

An instructor that completes Pure Barre Classic Training will be deemed an "Authorized Instructor" for purposes of this Disclosure Document, and it is important to note that: (i) only Authorized Instructors may conduct classes and otherwise provide the Approved Services at your Franchised Business; and (ii) our standard franchise offering expects that a Franchised Business will typically engage around seven (7) Authorized Instructors to provide Approved Services at variously-schedule times as you manage and determine appropriate. You must ensure that your Authorized Instructors complete all initial and ongoing training and that you have engaged a sufficient number of Authorized Instructors to provide the Approved Services during normal business hours. We may adjust or even waive certain components or testing associated with our typical Pure Barre Classic Training if that instructor demonstrates significant experience and/or prior training/education with regards to relevant to barre and related skill sets and fitness training. You or your instructor will be required to pay us the appropriate training fee in connection with the training we provide to your Authorized Instructors, as disclosed more fully in Item 6 of this Disclosure Document.

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Prior to opening your Franchised Business, you must also ensure that: (i) you (or, if you are an entity, one of your Designated Operators) complete at least the owner/operator module of our initial training program (the "Owner/Operator Module"); and (ii) each of your prospective instructors attends and completes the Pure Barre Classic Training so that you have at least (a) seven (7) Authorized Instructors available to provide the Approved Services at your Franchised Business, and (b) one Authorized Instructor (1) on-site at all times your Franchised Business is operating and who is also capable of serving as the lead instructor to assist in the overall supervision of the Approved Services at your Studio (the "Lead Instructor").

The Franchise Agreement is signed by us, by you, and by those of your principals whom we designate as the principal franchisee-operator(s) (the "Designated Operator(s)") of your Franchised Business. By signing the Franchise Agreement, you and the Designated Operator(s) agree to be individually bound by certain obligations in the Franchise Agreement, including covenants concerning confidentiality and non-competition, and to personally guarantee your performance under the Franchise Agreement. Depending on the type of business activities, which must be fully disclosed prior to signing this document, in which you or your Designated Operator(s) may be involved, we may require you or your Designated Operator(s) to sign additional confidentiality and non-competition agreements.

Multi-Unit Offering

We also offer qualified individuals and entities the right to open and operate multiple Franchised Businesses within a designated geographical area (the "Development Area") under our current form of development agreement that is attached to this Disclosure Document as Exhibit I (the "Development Agreement"), which will also outline a schedule or defined period of time in which you must open and commence operating each Franchised Business (a "Development Schedule").

You will be required to sign a Franchise Agreement for the initial Franchised Business we grant you the right to open within the Development Area at the same time you sign your Development Agreement, and you will need to sign our then-current form of franchise agreement for each of the Franchised Businesses you open under the Development Schedule, which may differ from the current franchise agreement included with this Disclosure Document.

You will be required to pay us a one-time development fee that will be calculated based on the number of Franchised Businesses we grant you the right to open under the Development Agreement (the "Development Fee"), but you will not be required to pay an initial franchise fee at the time you execute your franchise agreements for each Franchised Business we permit you to open under your Development Agreement.

Market and Competition

The general market for exercise studios is well-developed. Our target customer base is people who are interested in physical fitness and increased strength and flexibility, and are capable of participating in moderate to strenuous exercise. Classes are open to both women and men, and you may not discriminate against any customers. Your competition would include the general physical fitness industry including health clubs, gymnasiums, yoga and Pilates studios, and other fitness and workout programs as well as other exercise studios that incorporate a ballet barre in their programs and even other System franchisees (subject to the territorial protections and restrictions set forth in Item 12). The market for our services is year-round, but it will fluctuate to some degree depending on the time of year.

Applicable Regulations

Depending on the jurisdiction, this industry can be subject to specific laws, regulations, and licensing requirements, including those under business and professional licenses, facility use, the terms of agreements with customers, the terms of agreements with employees, health, safety, and welfare, sanitation, smoking, access by disabled persons, fire safety and emergency preparedness, taxes and fees, privacy, and advertisements and representations to the public. Certain states and local governments have laws relating specifically to health and fitness clubs, such as laws requiring certain medical equipment (such as automated

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external defibrillators) be on site at the club and requiring bonds to be purchased and/or escrows to be established to protect consumers who prepay for memberships. You should investigate the laws and regulations that apply in your area, and you may want to obtain a complete copy of your state's and other applicable statutes and regulations and discuss them with your attorney.

You should consult with your attorney, and local and state agencies/authorities, before buying a Franchise to determine if there are any specific regulations you must comply with as it relates to offering the Studio products and services to consumers in your state, and consider the effects on you and the cost of compliance. These requirements can affect a broad scope of your operations, including location selection, and hiring of personnel, among other things. It is your sole responsibility to investigate any regulations in your area, including those related to the establishment and operation of a PB Studio generally.

ITEM 2
BUSINESS EXPERIENCE

Sarah Luna: President

Ms. Luna has served as our President since October 2018. Ms. Luna has also served as Founder of Pilates by Sarah since January 2012. Prior to that time, Ms. Luna was Senior Vice President of Club Pilates, located in Costa Mesa, California, from July 2017 to October 2018. Previously, she was National Sales Director for Club Pilates from July 2015 to June 2017. Prior to that time, Ms. Luna was a Franchise Business Owner for Jazzercise, Inc., located in Laguna Hills, California, from November 2014 to September 2016. From December 2014 to June 2015, Ms. Luna was a Pilates Coordinator at Equinox, located in Irvine, California, and from March 2013 to December 2014, she was a Pilates Coordinator at Equinox, located in South Bay, California.

John Meloun: Chief Financial Officer

Mr. Meloun has been our Chief Financial Officer since October 2018. Mr. Meloun has also served as Chief Financial Officer for Xponential Fitness, LLC, located in Irvine, California, since July 2018. Prior to that time, Mr. Meloun was the Chief Financial Officer for The Joint Corp., located in Scottsdale, Arizona, from March 2015 to June 2018. Previously, he was the Senior Director of Finance for the University of Phoenix, located in Phoenix, Arizona, from January 2010 to March 2015.

Cheri Tennill: Chief Brand Officer

Ms. Tennill has been our Chief Brand Officer since October 2018. Previously, Ms. Tennill served as Vice President of Marketing for Tadin Herb & Tea Co., located in Vernon, Georgia, from December 2016 to June 2017. Prior to that time, Ms. Tennill was Director of Marketing for California Pizza Kitchen, located in Playa Vista, California, from December 2014 to February 2016. From September 2013 to April 2014, Ms. Tennill served as Vice President of Marketing for Takeya USA, located in Huntington Beach, California. Previously, Ms. Tennill was Director of Marketing for Coffee Bean & Tea Leaf, located in Los Angeles, California, from February 2011 to September 2013.

Megan Moen: Executive Vice President of Finance

Ms. Moen has served as our Executive Vice President of Finance since November 2018. She has also served as the Executive Vice President of Finance for CP Franchising, also based in Irvine, California, since January 2016. Ms. Moen was a Senior Director for the Valuation and Financial Advisory Services practice of FTI Consulting, Inc., located in Los Angeles, California, from June 2013 to 2016.

Rudy Flores: Vice President of Retail

Mr. Flores has been our Vice President of Retail since October 2018. Mr. Flores also serves as Vice President of Retail for Club Pilates, located in Irvine, California, since June 2016. From January 2013 to May 2016, Mr. Flores worked as the Product Sales

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Director for UFC Gym Franchise Company in Santa Ana, California. From October 2010 to January 2013, Mr. Flores worked as the Product Sales Director for LA Boxing Franchise Company in Santa Ana, California.

Scott Svilich: Vice President of Sales

Mr. Svilich has served as our Vice President of Sales since October 2018. Prior to that time, he was Director of Sales for California Family Fitness, located in Orangevale, California, from February 2011 to October 2018.

Andrew Marlow: National Sales Director

Mr. Marlow has served as our National Sales Director since October 2018. Prior to that time, he served as a Regional Sales Manager and General Manager for Equinox, located in Los Angeles and Orange County, California, from September 2012 through October 2018.

Chris Stipp: Director of Digital Marketing

Mr. Stipp has served as our Director of Digital Marketing since October 2018. Prior to that time, he was Director of Director of Digital Marketing for Vein Clinics of America, located in Downers Grover, Illinois, from March 2017 to November 2018. Previously, Mr. Stipp was Director of Online Marketing for Massage Envy, LLC, located in Scottsdale, Arizona, from June 2012 to March 2017.

Mike Kormelink: Vice President of Real Estate Design & Construction

Mr. Kormelink has been our Vice President of Real Estate Design & Construction since March 2017. From May 2013 to March 2017, he served in various other roles for us (Director of Real Estate from January 2014 to March 2017; Real Estate Manager from May 2013 to January 2014). From June 2007 to May 2013, Mr. Kormelink served in various roles for Save-A-Lot in Earth City, Missouri (Real Estate Manager from January 2008 to May 2013; Site Location Analyst from June 2007 to January 2008).

Katelyn DiGiorgio: Vice President of Training & Technique

Ms. DiGiorgio has been our Vice President of Training & Technique since January 2018. Since July 2013, Ms. DiGiorgio has held various positions with us or our affiliates, including: Master Teacher Trainer (since July 2013); Studio Manager (October 2013 to July 2014); and Director of Training & Quality Assurance (July 2014 to January 2018). From October 2012 to October 2013, she was a District Manager for ADP in Denver, Colorado.

ITEM 3
LITIGATION

On July 9, 2009, Carrie Rezabek Dorr and Pure Barre Licensing, LLC entered into a stipulated desist and refrain order with the California Department of Corporations, captioned "The California Corporations Commissioner v. Pure Barre Licensing, L.L.C. and Carrie Rezabek" before the Department of Corporations of the State of California, arising out of certain franchise agreements entered into by Predecessor's Affiliate with its California franchisees. Under the terms of the stipulated order, the respondents agreed to pay an administrative penalty of three thousand dollars and not to engage in any franchise sales before registration of a franchise offering with the state.

Except as provided above, no litigation is required to be disclosed in this Item.

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ITEM 4
BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Franchise Agreement

Initial Franchise Fee

You must pay to us a lump sum initial franchise fee of $60,000 (the "Initial Franchise Fee") to establish a single Studio under a Franchise Agreement (whether a start-up or conversion). The Initial Franchise Fee is due upon the signing of the Franchise Agreement. The Initial Franchise Fee shall be fully earned by Franchisor upon payment and is not refundable, in whole or in part, under any circumstance.

If you are an existing System franchisee, you will be entitled to pay a reduced Initial Franchise Fee amounting to $46,500 if we enter into our current Franchise Agreement with you within 30 days of the amended Issue Date of this Disclosure Document to open and operate an additional Franchised Business.

Except as disclosed in this Item, we uniformly impose the Initial Franchise Fee on all parties that are purchasing a single Franchised Business.

Initial FFE Package

You must purchase an initial package of furniture, fixtures and equipment that is designed to provide you with the majority of these items that you will need in connection with outfitting, equipping and otherwise building out your Studio (the "Initial FFE Package"), and includes the cost of shipping. As of the Issue Date of this Disclosure Document, the Initial FFE Package costs approximately between $20,000 and $32,000, and typically contains (a) exercise accessory equipment and various other related equipment/supplies for use in connection with the provision of the Approved Services, (b) a Studio fixture package comprised of a desk, displays and display rack, storage cubbies, pedestals, custom-made ballet bars and assorted other fixtures, (c) certain other equipment used in connection with the Studio, and (d) the shipping of these items to the Authorized Location.

These items are identified as fees payable to us (at least in part) in the Item 7 Chart under the subheadings "Specialty and Other Exercise Equipment," "Furniture, Fixtures and Related Supplies," and "Shipping."

Currently, you must purchase the Initial FFE Package from us but we reserve the right to designate another approved supplier in our sole discretion. You must purchase the Initial FFE Package prior to opening your Pure Barre Studio and each fee that comprises the Initial FFE Package is non-refundable under any circumstances and, except as provided above, will be uniformly imposed.

Opening Inventory Package

Prior to opening your Studio, you must purchase opening inventory from us at a cost of approximately $10,000 to $12,000 ("Opening Inventory Package"), which includes apparel and other apparel that will be available for resale as part of your Approved Products, including items branded with the Proprietary Marks, and other t-shirts, towels, exercise clothing and related accessories. The amount paid for the Opening Inventory Package is non-refundable under any circumstances and will be imposed uniformly.

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Pre-Opening Instructor Training

You must pay us the appropriate training and/or subscription fees in connection with seven (7) individuals attending and completing the Pure Barre Classic Training necessary to become an Authorized Instructor prior to the opening of your Franchised Business, and we assume and expect that you will send up to two (2) of those Authorized Instructors to also attend the Additional Instructor Training in order to provide certain advanced classes and instruction as part of the Approved Services prior to or around the opening of your Franchised Business.

We estimate that you will pay: (i) approximately $8,750 in connection with seven (7) individuals attending the Pure Barre Classic Training (given our current training fee for such Classic Training is $1,250/trainee); and (ii) an additional $2,200 in connection with two (2) of those Authorized Instructors attending and completing the Additional Instructor Training ($1,100 per Authorized Instructor to attend a total of 2 additional days of training). This means a total range of approximately $8,750 to $10,950 will be expended in connection with instructor training fees prior to opening, which must typically be paid to Franchisor upon execution of your Franchise Agreement (at the very latest, we will always require payment of all training fees before we approve your or your Authorized Instructors to attend their required initial training in connection with your Franchised Business). We expect to uniformly impose these fees on our System franchisees, and such fees are deemed fully earned and non-refundable upon payment.

Development Agreement

If we grant you the right to open two (2) or more Franchised Businesses under a Development Agreement, you must pay us a one-time Development Fee upon executing your Development Agreement. Your Development Fee will depend on the number of Franchised Businesses we grant you the right to open within the Development Area and is calculated as follows: (i) $100,000 for the right to open two Franchised Businesses; (ii) $45,000 per Franchised Business if you agree to open and operate between three and five Franchised Business; (iii) $40,000 per Franchised Business if you agree to open and operate between six and nine Franchised Businesses; and (iv) $35,000 per Franchised Business if you agree to open and operate 10 or more Franchised Businesses.

You will be required to enter into our then-current form of franchise agreement for each Franchised Business you wish to open under your Development Agreement, but you will not be required to pay any additional Initial Franchise Fee at the time you execute each of these franchise agreements. If you enter into a Development Agreement, you must execute our current form of Franchise Agreement for the first initial Studio we grant you the right to open within your Development Area concurrently with the Development Agreement.

Your Development Fee will be deemed fully earned upon payment, and is not refundable under any circumstances. The Development Fee described above is calculated and applied uniformly to all of our franchisees.

ITEM 6
FEES

Type of Fee	Amount	Due Date	Remarks
Royalty	7% of Gross Sales[1] of your Franchised Business	Payable weekly based on the Gross Sales of your Franchised Business during the	You will be required to start paying your Royalty once your Franchised Business begins collecting revenue from operations. We reserve the right to collect your Royalty on a different interval (for example, monthly).

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Type of Fee	Amount	Due Date	Remarks
		preceding business week	
Marketing Fund[2]	Currently, you must contribute to the Fund in an amount equal to 1% of the Gross Sales of your Franchised Business (the "Fund Contribution")	Payable weekly at the same time and in the same manner as the Royalty	We have established a Marketing Fund to promote and otherwise develop the System, Marks and brand generally. We reserve the right to increase your Fund Contribution to up to 2% of the Gross Sales of your Franchised Business upon notice to you.
Training-Related Fees	Our then-current training fee for the kind of training being provided Currently, our training fees are as follows: $1,250 per trainee for Pure Barre Classic Training (the "Initial Instructor Training Fee"); $1,100 per trainee for Additional Instructor Training (the "Additional Instructor Training Fee"); and $500/day per trainer in connection with any other training for which we reserve the right to charge a fee (the "Training Fee")	Prior to training.	We will not charge you or your Designated Manager any tuition to attend the "Owner/Operator" and/or "Designated Manager" modules of our initial training program, as applicable, prior to opening. You will be required to ensure your Authorized Instructors have each completed: (i) our proprietary Pure Barre Classic Training prior to providing any Approved Services at your Franchised Business; and (ii) the Additional Instructor Training within 12 months of the time Authorized Instructor completes Pure Barre Classic Training in order to continue to provide Approved Services at your Studio. We reserve the right to charge our general Training Fee in connection with (a) re-training or replacement training with regards to the portions of the initial training that are designed for the franchisee owner and/or Designated Manager, (b) any training we require you to complete to cure a default under your Franchise Agreement with us ("Remedial Training"), (c) training you request we provide (other than the kind of day-to-day assistance described below), or (d) training we provide on-site at your Franchised Business. We will not charge any training fee in connection with minor, day-to-day assistance that we provide remotely over the phone or via email, subject to our availability. In addition to our then-current training fee, you will always be responsible for the costs and expenses that are incurred in connection with you and your personnel attending training.

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Type of Fee	Amount	Due Date	Remarks
Business Management Software Fee[6]	Then-current fee charged by our Approved Supplier, which is currently $269	Payable every 4 weeks, as agreed.	Please see Items 8 and 11 of this Disclosure Document for additional information on Approved Suppliers and this fee.
Technology Fee	While we do not currently charge a Technology Fee to cover certain costs as described under "Remarks" column, we reserve the right to charge our then-current technology fee in the future (the "Technology Fee")	Payable monthly in the same manner as the Royalty	We reserve the right to collect a Technology Fee in connection with any costs we incur in establishing and maintaining an intranet, extranet, online portal, website, online advertising tools, mobile application and/or any other technology for use in connection with the Franchised Business. This amount is subject to increase based upon vendor pricing.
Performance Software Fee	Then-current fee charged by our approved supplier (the "Performance Software Fee") We do not currently charge a Performance Software Fee, but reserve the right to charge our then-current Performance Software Fee in the future.	Payable monthly in the same manner as the Royalty	We reserve the right to collect a Performance Software Fee in connection with the ongoing cost of providing, maintaining and implementing data tracking hardware and software. This amount is subject to increase based upon vendor/licensor pricing.
Renewal Fee	$10,000	At time of renewal.	You must renovate and reimage the Studio at your expense at the time of Renewal to conform to our then-current standards and image.
Transfer Fee under Franchise Agreement	$10,000	Before the transfer.	Payable when you sell the Studio. No charge if the Studio is transferred to a corporation or other entity that you control.
Transfer Fee under Development Agreement	$10,000	On submitting application for consent to assignment	Payable when you want to sell/transfer the rights under your Development Agreement.

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Type of Fee	Amount	Due Date	Remarks
Insurance Policies[3]	Amount of unpaid premium.	As required or arranged with provider	Payable only if you fail to maintain required insurance coverage and we elect to obtain coverage for you.
Audit Fees[4]	Any costs and expenses we incur.	Within 15 calendar days after receipt of audit report.	Payable only if audit shows an understatement of Gross Revenue for the audited or reviewed period of 2% or more.
Mystery Shopper and Other Quality Control Programs	Currently, we do not require franchisees to contribute to these programs, but we reserve the right to do so in the future.	Within 30 days of demand.	Payable only if we establish a mystery shopper program or other quality control mechanism/program, in which case we reserve the right to require a franchisee to contribute up to $500/year to help defray the costs of such programs that are designed to preserve the goodwill and brand image.
Late Fees	The greater of the highest applicable legal rate for open account business credit, or 1.5% per month.	Upon demand.	Applies to all amounts not paid when due, until paid in full. We may also require you to pay an administrative fee of $50 for each late payment or late report.
Penalty Fee	Then-current fee charged by us Currently, $100 for each day of non-compliance.	Upon demand.	Payable only in the event you fail to comply with your material obligations under your Franchise Agreement by permitting any instructor at your Studio to provide any fitness instruction or other Approved Services before they complete the Pure Barre Classic Training. The Penalty Fee will be incurred during each day of non-compliance.
Cost of Enforcement or Defense	All costs including attorneys' fees	Upon settlement or conclusion of claim or action.	You will reimburse us for all costs in enforcing our obligations concerning the Franchise Agreement if we prevail.
Indemnification	All costs including attorneys' fees	Upon settlement or conclusion of claim or action.	You will defend suits at your own cost and hold us harmless against suits involving damages resulting from your operation of the Studio (subject to applicable state law).

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Type of Fee	Amount	Due Date	Remarks
Alternative Supplier Approval[5]	$500 per day for personnel engaged in evaluating a supplier.	At time of request.	Additionally, you must reimbursement us for any travel, accommodations, and meal expenses.
Regional Cooperative	As the Cooperative determines	As the Cooperative determines	We may establish regional cooperatives comprised of Studios that are within a given geographical area (each, a "Cooperative"). If a Cooperative is established where your Studio is located, you will be required to participate in that Cooperative and contribute to that Cooperative in the amounts the Cooperative determines. Company-owned or affiliate-owned Studios will have the same voting rights in such Cooperatives as franchisee-owned Studios
Liquidated Damages	$10,000	As incurred.	If you in any way compromise the secure access to the online version of the Manual, including, but not limited to, allowing unauthorized users access to the Manual and its confidential contents, you will be required to pay us liquidated damages in the amount of $10,000, to compensate us for the breach and related damage to the System.

Notes to Item 6 Chart:

All fees are uniformly imposed by and are payable to us, unless otherwise noted. No other fees or payments are to be paid to us, nor do we impose or collect any other fees or payments for any third party. Any fees paid to us are non-refundable unless otherwise noted. Fees payable to third parties may be refundable based on your individual arrangements. With regards to any interest charged in connection with the fees set forth in the chart above, the highest interest rate allowed by law in California is 10% annually.

[1] Gross Sales. Except as provided below, the term "Gross Sales" means the total revenues you derive, directly or indirectly from all business conducted upon, from or in connection with the Studio, less sales taxes or similar taxes imposed by governmental authorities. (See Section 5.3 of the Franchise Agreement for a more complete definition). You must participate in our then-current electronic funds transfer and reporting program(s). All fees owed and any other amounts designated by us must be received or credited to our account by pre-authorized bank debit by 5:00 p.m. on or before the applicable due date. Your franchised business may be located in a jurisdiction whose taxing authority will subject us to tax assessments on payments you submit to us for the Royalty Fee and Marketing Fund contributions. Under such circumstances, you will be required to adjust, or "gross up" your payment to us to account for these taxes.

[2] Marketing Fund. We have established a fund designed to market and otherwise develop the brand, Proprietary Marks, System, Studios and/or Approved Services (the "Marketing Fund"). You will be required to make a Fund Contribution as described more fully above. The Marketing Fund may be used for (among other things) product and technology development; signage; creation, production and distribution of marketing, advertising, public relations and other materials in any medium, including the internet; social media; administration expenses; brand/image campaigns; media; national, regional and other marketing programs; activities to promote current and/or future Studios and the Pure Barre brand; agency and consulting services; research; and any expenses approved by us and associated with your Studio. We have sole discretion over all matters relating to

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the Marketing Fund. You must pay for your own local advertising. Please note you will also be required to expend minimum amounts on local advertising and promotion of your Studio as disclosed more fully in Item 11 of this Disclosure Document.

[3] Insurance Policies. The minimum limits for coverage under many policies will vary depending on various factors, including where you are located and the size of your Studio. See Item 8 of this Disclosure Document for our minimum insurance requirements.

[4] Audit Fees. In the event that an audit discloses an understatement of Gross Sales or other discrepancy, in addition to the cost of the audit, you will be required to pay the marketing due on the amount of such understatement, plus late fees and interest.

[5] Alternative Supplier Approval. You may request the approval of an item, product, service or supplier. We may require you to pre-pay any reasonable charges connected with our review and evaluation of any proposal.

[6] Business Management Software Fee. You must license and use the business and Studio management software the we designate from the Approved Supplier we designate. We will have the right to access any and all information stored in the program that pertains to the Studio through file transfer protocol or polling through the Internet, at our discretion.

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ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

A. Franchise Agreement

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee[1]	$60,000	Lump sum	Upon execution of the Franchise Agreement	Us
Training-Related Expenses (Owner/Operator and/or Designated Manager Module)[2]	$500 to $3,000	Lump sum	Prior to training	Transportation carriers, hotel facilities, etc.
Real Estate/Lease[3]	$7,000 to $33,500	As arranged	As incurred	Landlord
Leasehold Improvements[4]	$20,000 to $185,000	As arranged	As incurred	Approved Suppliers, architects and contractors
Signage and Graphics[5]	$15,000 to $20,000	As arranged	As incurred	Approved Suppliers
Insurance[6]	$900 to $1,000	As arranged	Before opening	Insurance carrier
Specialty and Other Exercise Equipment[7]	$3,000 to $7,000	As required	Before opening	Us
Opening Inventory[8]	$15,000	Lump sum	Before opening	Us and other Approved Suppliers
Utility Deposits	$0 to $1,000	As arranged	As arranged	Utility suppliers
Licenses and Permits[9]	$0 to $3,000	As arranged	As arranged	Local, state or federal government
Furniture, Fixtures and Related Supplies[10]	$16,000 to $21,000	As arranged	As incurred	Us and other Approved Suppliers
Audio/Visual Equipment, including Computer System[11]	$14,500 to $18,500	As arranged	As arranged	Approved Suppliers
Shipping	$1,000 to $4,000	As arranged	Before opening	Us and other Approved Suppliers
Pre-Opening Marketing[12]	$15,000	As arranged	Before opening	Approved Suppliers
Instructor Training and Related Expenses[13]	$8,750 to $22,250	As arranged	Before opening	Us and transportation carriers, hotel facilities, etc.
Additional Funds – First 3 Months[14]	$15,000 to $30,000	As arranged	As incurred	Employees, vendors, utilities
Total[15]	**$191,650 to $439,250**			

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Notes to Table A in Item 7:

General. The initial investment table shows certain expenditures required to establish and operate a Studio. Note that these amounts may vary widely, and the amounts you have to spend or invest may be higher or lower than the estimated amounts, depending on location, size of the Studio, marketing conditions and other factors. We strongly recommend that you verify actual costs in your area, and for your intended location, and prepare a business plan and have it reviewed by your own independent adviser, like an accountant, before making any commitments to us or anyone else. Due to legal restrictions, we will not prepare, review or comment on any business plan for a prospective Franchisee. All amounts payable to us are nonrefundable, unless otherwise noted. Amounts payable to suppliers/vendors are refunded according to arrangements you make with the vendor, if any. These figures are estimates of the range of your initial costs in the first 3 months of operation only. Leasing and financing is available for many of the above expenses. We do not offer direct or indirect financing, but we may assist you in obtaining working capital through other sources. See Items 5 and 6, and other parts of this Disclosure Document, for more information regarding Initial Franchise Fees and other costs.

1. Initial Franchise Fee. The details regarding the Initial Franchise Fee are set forth in Item 5 of this Disclosure Document. Please note that if you are an existing franchisee of our System, then you will only be required to pay a reduced Initial Franchise Fee amounting to $46,500 if we approve you to open an additional Franchised Business and you enter into our current form of Franchise Agreement with us within 30 days of the Issue Date of this Disclosure Document.

2. Training-Related Expenses for Owner/Operator and/or Designated Manager. These are estimated costs (for example, any costs of travel and accommodations for yourself and your employees) that you will incur in connection with you and/or your Designated Manager to attend the appropriate initial training module prior to opening. The training fees and costs associated with your Authorized Instructors attending and completing the Pure Bare Classic Training and Additional Instructor Training is accounted for in the row "Instructor Training and Related Expenses" and Explanatory Note 13 below, and is not accounted for in this range.

3. Real Estate/Lease. If you do not own adequate Studio space, you must lease suitable premises. These figures assume that the leased premises will be approximately 1,500 square feet in size. The figures assume a base monthly rental rate estimated in the range of $1.17 per square foot to $5.58 per square foot. Landlords may also vary the base rental rate and charge rent based on a percentage of gross sales. In addition to base rent, the lease may require you to pay common area maintenance charges ("CAM Charges"), your pro rata share of the real estate taxes and insurance, and your pro rata share of HVAC and trash removal. The actual amount you pay under the lease will vary depending on the size of the Studio, the types of charges that are allocated to tenants under the lease, your ability to negotiate with landlords, and the prevailing rental rates in the geographic area. You may also be required to pay a security deposit equal to a month's rent. The estimate covers the first 3 months of operation, and 1 month's rent as a security deposit.

Since rental, improvement and other real-estate-related costs can vary significantly by area, it's your responsibility to (1) independently research all applicable laws and regulations, and real estate market conditions and costs, where you plan to locate and operate your facility, and (2) obtain appropriate advice from your own accountant, attorney and real estate professional, before signing any binding documents or making any investments or other commitments, whether to us or anyone else.

4. Leasehold Improvements. This estimated range also assumes that your Studio will be around 1,500 square feet in size. Studios are typically approximately 1,500 square feet, and this figure represents our estimate of your cost to build-out and decorate your Studio to our System standards within that space. The cost of leasehold improvements will vary depending on: (i) the size and configuration of the premises; (ii) pre-construction costs (e.g., demolition of existing walls and removal of existing improvements and fixtures); and (iii) cost or materials and labor which may vary based on geography and location. You must adapt our prototypical plans and specifications for the construction and finish-out of the Studio, including approved flooring, mirrors and

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paint. These amounts may vary substantially based on local conditions, including the availability and prices of labor and materials. These amounts may also vary depending on whether certain of these costs will be incurred by the landlord and allocated over the term of the lease. For clarity, this estimated range assumes a negotiated tenant improvement that is, in part, based on (a) the experience of our affiliate-owned locations and operating franchisees, and (b) the experience of our sister franchisors and their respective franchisees when selecting sites. Our affiliates have been able to negotiate tenant improvement concessions in some cases of up to $50 per square foot, but we assumed a concession of $33 per square foot for purposes of this estimate. A landlord's willingness to provide tenant improvements will vary, usually based on factors such as the condition of the premises, the financial condition of the tenant, and the length of the term of the lease. Where a landlord agrees to provide or reimburse for tenant improvements, it might insist that the tenant reimburse any unamortized tenant improvement dollars if the lease is terminated prior to the end of the term. Please note that if you are developing a Studio in one of the boroughs that comprise New York City, this item can be as high as $505,000 because of higher labor and logistics costs and other factors. We are unable to estimate with any precision the costs of leasing or purchasing real estate because of the wide variation from region to region and between urban and rural areas. A new lease will vary in rental amounts, lease terms, amount of space, tenant improvements, security deposit and advance rental required, and the cost of purchasing real estate is extremely site- dependent. Location is a major factor in the amount of rent required, as are the age and quality of the building, visibility and access to traffic arteries, the proximity to residential areas, retail areas, and other commercials areas of interest, local demographics, real estate related taxes in the jurisdiction, brokerage commissions, the length of the lease, and other factors. You may want to contact a commercial real estate broker to discuss the costs associated with acquiring real estate in your area.

5. Signage. You will need to purchase appropriate signage for your Studio that we approve. The cost of your signage may be more or less than this estimate, and depends on the size, type and method of installation you choose. Each landlord has different restrictions it places on interior and exterior signage that may affect your costs.

6. Insurance. This estimate is for 3 months of your minimum required insurance. The actual cost may be more than shown here. You will need to check with the designated insurance carrier for actual premium quotes and costs, and for the actual amount of deposit. Insurance costs can vary widely, based on the area in which your business is located, your experience with the insurance carrier, the loss experience of the carrier, the amount of deductibles and of coverage, and other factors beyond our control. Our experience is that, if you are developing a Studio in one of the boroughs that comprise New York City, this item can be as high as $10,000.

7. Specialty and Other Exercise Equipment. The initial required amount of barre-related and other exercise equipment for a standard Studio is approximately mats, balls, tubes, weights and smaller pieces of related exercise equipment, although we may raise or lower this requirement depending on the size of your Studio, which is included in the Initial FFE Package you must purchase from us. Financing for the equipment may be available. If you chose to finance the equipment, your initial costs will be less than the range provided in the chart above; however, your overall payments may be higher.

8. Opening Inventory. This range estimates the amount you will expend to purchase an initial stock of certain proprietary inventory items that we (or our Approved Supplier) will compile and supply to you prior to opening, including the Opening Inventory Package.

9. Licenses and Permits, This estimated range costs covers the expense to acquire the required local business licenses and permits. We make no representations or assurances as to what (if any) licenses, permits, authorizations or otherwise may be required in connection with your Studio. Our estimated costs include building permits, fire inspection, sales tax permit, and retail sales permits. You should investigate applicable requirements in your area and the related costs, including receiving advice from regulatory agencies and your own lawyer, before making any commitments, whether to us or anyone else. Our experience is that, if you are developing a Studio in one of the boroughs that comprise New York City, this item can be as high as $58,000 because of higher labor and logistics costs and other factors.

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10. Furniture, Fixtures and Related Supplies. This is a range of expenses that will be incurred when decorating and furnishing the Studio, the furniture, fixtures and certain related supplies that will be supplied as part of the Initial FFE Package you must purchase from us. You are required to have at least one (1) surveillance camera installed in the Studio. You may be required to purchase the camera(s) and related accessories from an Approved Supplier (see Item 8 of this Disclosure Document). The camera(s) must be web accessible. You will use the camera to monitor teacher performance, quality assurance and safety. We have an absolute right to also review and monitor the camera(s) for the same purposes as you, and to ensure compliance with our System. You are responsible for ensuring customer consent and for any failure to obtain such consent. You must indemnify us for any breaches of privacy from your use of any surveillance camera. Both the low-end and the high-end numbers represent a straight purchase of all furniture, fixtures and related supplies (rather than leasing or making installment payments on these items).

11. Audio/Visual Equipment, including Computer System. You must purchase these items from our Approved Supplier, as discussed more fully in Items 8 and 11 of this Disclosure Document.

12. Pre-Opening Marketing Activities. You will be required to expend a minimum of $15,000 on advertising and promoting the opening of your Studio, including amounts that you will be required to expend on your "Opening Support Program" designed to generate Studio clientele prior to your opening. We may require that you expend all or some portion of these funds on materials or services that are provided by our then-current Approved Supplier(s) for the Opening Support Program components and or any other advertising or marketing, and we expect that you will typically expend these amounts primarily in the month(s) immediately preceding and following the soft opening of your Studio.

13. Instructor Training and Related Expenses. As disclosed in Items 1 and 5 of this Disclosure Document, you will be required to ensure that (a) all of your initial Authorized Instructors each of your Authorized Instructors (a) attends and completes the Pure Barre Classic Training prior to the opening of your Studio, and (b) each Authorized Instructor complete the Additional Instructor Training within 12 months of when the Pure Barre Classic Training is completed in order to continue to provide the Approved Services from your Studio. Consistent with our standard franchise offering, we assume for this range that you will ensure that: seven (7) total individuals to Pure Bare Classic Training and that all then-current training fees (currently, $1,750/trainee) are paid for such training, while the high end assumes that you may send up to two (2) of your Authorized Instructors to complete Additional Instructor training during your initial ramp-up period.

14. Additional Funds. This is an estimate of certain funds needed to cover your business (not personal) expenses during the first three months of operation of the Studio. These expenses include initial employee wages, management compensation (but not any draw or salary for you), ongoing purchases of equipment and supplies, continuing improvement of the Studio's physical features, utilities, repairs and maintenance. Your cost will depend upon your management skill, experience and business acumen; local economic conditions; the prevailing wage rate; competition; and sales of the Studio during the period. This estimate is based on the experience of us and our affiliates in owning and operating Club Pilates Studios for more than 10 years, as well as the experience of our (a) franchisees, and (b) affiliate franchisors' experience with their respective brands. You will need capital to support on-going costs of your business, such as taxes, loan payments and other expenses, to the extent that revenues do not cover business costs. New businesses (franchised or not) often have larger expenses than revenues. This amount is only an estimate. We cannot guarantee that the amounts specified will be adequate and you may need additional funds to open and operate. We do not furnish, or authorize anyone else, to furnish estimates as to the capital or other reserve funds necessary to reach "break-even" or any other financial position, or when or if you may be profitable, nor should you rely on any such estimates. In addition, the estimates presented relate only to costs associated with the Franchised Business and do not cover any personal, "living," unrelated business or other expenses you may have.

15. Total Estimated Initial Investment. All of the above figures are estimates of certain initial start-up expenses. As noted above, it is not all-inclusive, and we cannot guarantee you will not have additional expenses in starting or operating the Studio. The total listed above does not include compensation for your time or labor or any return on your investment. Your costs will vary depending on such factors as: how closely you follow our System; your management and marketing skills, experience and general business ability; and local and general economic conditions, including disposable income. You should review these

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figures carefully with a business advisor (such as an accountant) before making any commitments. In preparing the figures in this chart, we relied on the experience of: (i) us and our affiliates in owning and operating Studios utilizing the Proprietary Marks and System; (ii) our franchisees that have developed Studios, with a particular focus on those franchisees that have opened a Studio that is around 1,500 square feet in size because this is consistent with our standard franchise offering disclosed in this Disclosure Document; and (iii) the experience of certain of our affiliate franchisors in connection with their respective franchise systems involving the securing and buildout of a fitness studio that are around 1,500 square feet.

B. Development Agreement (3-Pack)

TYPE OF EXPENDITURE[1]	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Development Fee[2]	$135,000	Lump sum, in cash, certified check or bank wire	At signing of the Development Agreement.	Us
Initial Investment to Open Initial Franchised Business[3]	$131,650 to $379,250	See Chart A of this Item 7.		
TOTAL ESTIMATED INITIAL INVESTMENT	**$266,650 to $514,250**	This is the total estimated initial investment to enter into a Development Agreement for the right to own a total of three Franchised Businesses, as well as the costs to open and commence operating your initial Franchised Business for the first three months (as described more fully in Chart A of this Item 7). See Note 3.		

Notes to Table B in Item 7:

1. General. All amounts payable to us are nonrefundable, unless otherwise noted. Amounts payable to suppliers/vendors are refunded according to arrangements you make with the vendor, if any. These figures are estimates of the range of your initial costs in the first three months of operating the initial Franchised Business you are granted under your Development Agreement only.

2. Development Fee. The Development Fee is non-refundable. The Development Fee is described in greater detail in Item 5 of this Disclosure Document, and this Development Fee is for the right to open and operate a total of three Franchised Businesses (provided you comply with your development obligations under the Development Agreement). If you choose to open more than three Franchised Businesses, your Development Fee will be calculated as follows: (i) $100,000 for the right to open two Franchised Businesses; (ii) $45,000 per Franchised Business if you agree to open and operate between three and five Franchised Business; (iii) $40,000 per Studio if you agree to open and operate between six and nine Franchised Businesses; and (iv) $35,000 per Franchised Business if you agree to open and operate 10 or more Franchised Businesses.

3. Initial Investment for First Franchised Business. This figure represents the total estimated initial investment required to open the initial Franchised Business you agreed to open and operate under the Development Agreement. You will be required to enter into our then-current form of franchise agreement for the initial Franchised Business you open under your Development Agreement, most likely once you have found a Premises for the business that we approve. The range includes all the items outlined in Chart 7.A. of this Item, except for the $60,000 Initial Franchise Fee (because you are not required to pay any

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Initial Franchise Fee for those Franchised Businesses you open under the Development Agreement). It does not include any of the costs you will incur in opening any additional Franchised Business(es) that you are granted the right to open and operate under your Development Agreement.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate all aspects of your Franchised Business in strict conformity with the methods, standards and specifications of our System. Our methods, standards, and specifications will be communicated to you in writing through our confidential Manuals and other proprietary guidelines and writings that we prepare for your use in connection with the Franchised Business and System. We may periodically change our System standards and specifications from time to time, as we deem appropriate or necessary in our sole discretion, and you will be solely responsible for costs associated with complying with any modifications to the System.

Approved Products and Services

You may only market, offer, sell and provide the Approved Services, as well as any related merchandise and other products that Franchisor authorizes for sale in conjunction with the Approved Services (the "Approved Products") at your Franchised Business in a manner that meets our System standards and specifications. We will provide you with a list of our then-current Approved Products and Services, along with their standards and specifications, as part of the Manuals or otherwise in writing prior to the opening of your Franchised Business. We may update or modify this list in writing at any time.

If you wish to offer any product or service in your Franchised Business other than our Approved Products and Services, or use any item in connection with your Franchised Business that does not meet our System standards and specifications, then you must obtain our prior written approval as described more fully in this Item.

Approved Suppliers

We have the right to require you to purchase any items or services necessary to operate your Franchised Business from a supplier that we approve or designate (each, an "Approved Supplier"), which may include us or our affiliate(s). We will provide you with a list of our Approved Suppliers in writing as part of the Manuals or otherwise in writing, and we may update or modify this list as we deem appropriate.

Currently, we have Approved Suppliers for the following items that you must purchase in connection with the establishment and/or operation of your Franchised Business: (i) Opening Inventory Package; (ii) the Initial FFE Package; (iii) the Pure Barre Classic Training and ongoing Instructor Subscription Training that your instructors must complete to become and remain Authorized Instructors (and related training materials); (iv) certain other exercise equipment/supplies; (v) interior graphics and exterior signage; (vi) insurance coverage; (vii) shipping services; (viii) training materials; (ix) counsel to review and negotiate potential leases; and (x) proprietary point-of-sale system (the "POS System") and then-current software we require you to use in connection with that POS System and your Studio.

Currently, we and our affiliates are the only Approved Supplier for the Opening Inventory Package, Initial FFE Package, as well as the Pure Barre Classic Training, Additional Instructor Training and Instructor Subscription Training you must acquire and/or complete, as applicable, in connection with your Franchised Business.

We may develop proprietary products for use in your Franchised Business, including private-label products that bear our Marks, and require you to purchase these items from us or our affiliate(s).

If you wish to purchase a product or service that we require you to purchase from an Approved Supplier from an alternate

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source, then you must obtain our prior written approval as outlined more fully in this Item. We may provide our standards and specifications for our Approved Products and Services directly to our Approved Suppliers, and may provide these standards and specifications to an alternative supplier you propose if: (i) we approve the supplier in writing as outlined more fully in this Item; and (ii) the alternative supplier agrees to sign our prescribed form of non-disclosure agreement with respect to any confidential information we disclose.

Except as provided above in this Item: (i) neither we nor any of our affiliates are an Approved Supplier for any items you are required to purchase in connection with your Franchised Business; and (ii) none of our officers own an interest in any of our Approved Suppliers other than us.

We reserve the right to designate us or any of our affiliates as an Approved Supplier with respect to any other item you must purchase in connection with your Franchised Business in the future.

Required Purchases and Right to Derive Revenue

The products or services we require you to purchase or lease from an Approved Supplier, or purchase or lease in accordance with our standards and specifications, are referred to collectively as your "Required Purchases." We estimate that your required purchases, purchases from Approved Suppliers and purchases that must meet our specifications in total will be about 70% - 95% of your total purchases to establish the Studio and about 15% - 50% of your purchases to continue the operation of the Studio. Please be advised that these percentages do not include the lease payments that you make in connection with your premises.

We and our affiliates reserve the right to derive revenue from any of the purchases (items or services) that our System franchisees are required to make in connection with the Franchised Business. During our 2017 fiscal year, we received $3,584 from approved vendors for required purchases or leases by franchisees. This represents less than 0.1% of our total revenue of $12,450,764 during our 2017 fiscal year. During that same period, our affiliate, PB Product – which provided certain products to our System franchisees prior to the 2018 Transaction, reported receiving $377,752 in revenues from the required purchases made by System franchisees in its last fiscal year.

Non-Approved Product/Service and Alternate Supplier Approval

We may, but are not obligated to, grant your request to: (i) offer any products or services in connection with your Franchised Business that are not Approved Products and Services; or (ii) purchase any item or service we require you to purchase from an Approved Supplier from an alternative supplier.

If you wish to undertake either of these actions, you must request and obtain our approval in writing before: (i) using or offering the non-approved product or service in connection with your Franchised Business; or (ii) purchasing from a non-approved supplier. You must pay our then-current supplier or non-approved product evaluation fee when submitting your request, as well as cover our costs incurred in evaluating your request. We may ask you to submit samples or information so that we can make an informed decision whether the goods, equipment, supplies or supplier meet our specifications and quality standards. In evaluating a supplier that you propose to us, we consider not only the quality of the particular product at issue, but also the supplier's production and delivery capability, overall business reputation and financial condition. We may provide any alternate supplier you propose with a copy of our then-current specifications for any product(s) you wish the supplier to supply, provided the supplier enters into a confidentiality and non-disclosure agreement in the form we specify. We may also inspect a proposed supplier's facilities and test its products and/or services, and request that you reimburse our actual costs associated with the testing/inspection.

We will notify you in writing within 30 days after we receive all necessary information and/or complete our inspection or testing to advise you if we approve or disapprove the proposed item and/or supplier. The criteria we use in approving or rejecting new suppliers is proprietary, but we may (although are not required to) make it available to you upon request. Each supplier that we approve must comply with our usual and customary requirements regarding insurance, indemnification and non-disclosure. If

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we approve any supplier, we will not guarantee your performance of any supply contract with that supplier under any circumstances. We may re-inspect and/or revoke our approval of a supplier or item at any time and for any reason to protect the best interests and goodwill of our System and Marks. The revocation of a previously approved product or alternative supplier is effective immediately when you receive written notice from us of revocation and, following receipt of our notice, you may not place any new orders for the revoked product, or with the revoked supplier.

Purchasing Cooperatives and Right to Receive Compensation

We may, when appropriate, negotiate purchase arrangements, including price terms, with designated and Approved Suppliers on behalf of the System. We may establish strategic alliances or preferred vendor programs with suppliers that are willing to supply some products, equipment, or services to some or all of the Studios in our System. If we do establish those types of alliances or programs, we may: (i) limit the number of approved suppliers with whom you may deal; (ii) designate sources that you must use for some or all products, equipment and services; and (iii) refuse to approve proposals from franchisees to add new suppliers if we believe that approval would not be in the best interests of the System.

We and/or our affiliate(s) may receive payments or other compensation from Approved Suppliers or any other suppliers on account of these suppliers' dealings with us, you, or other Franchised Businesses in the System, such as rebates, commissions or other forms of compensation. We may use any amounts that we receive from suppliers for any purpose that we deem appropriate. We and/or our affiliates may negotiate supply contracts with our suppliers under which we are able to purchase products, equipment, supplies, services and other items at a price that will benefit us and our franchisees.

We reserve the right to create additional purchasing cooperatives in the future. We may negotiate volume purchase agreements with some vendors or Approved Suppliers for the purchase of goods and equipment needed to operate the Studio.

Franchisee Compliance

When determining whether to grant new or additional franchises, we consider many factors, including your compliance with the requirements described in this Item 8. You do not receive any further benefit as a result of your compliance with these requirements.

Insurance

You are obligated to obtain and maintain, at your sole expense, all of the insurance coverages that we require. Your policy or policies must be written by an insurance company licensed in the state in which you operate the Studio. The insurance company must have at least an "A" Rating Classification as indicated in A.M. Best's Key Rating Guide, in accordance with standards and specifications set forth in the Manual. The standards may vary depending on the size of your Studio and/or other factors, such as what is customary for businesses of your type in your area, but we typically require: the following insurance in the following amounts:

Coverage	Minimum Limits of Coverage
General Aggregate	$5,000,000
Products/Completed Operations Aggregate	$5,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Participant Legal Liability	$1,000,000
Professional Liability	$1,000,000
Employee Benefits Liability (per employee)	$1,000,000

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Employee Benefits Liability (aggregate)	$2,000,000
Damage to Rented Premises (per occurrence)	$1,000,000
Medical Expense (any one person)	$5,000

Other current insurance requirements include: (i) "ALL RISK" or special form property coverage of no less than current replacement cost of the Studio's equipment, fixtures and leasehold improvements (tenant improvements) sufficient in the amount to restore the Studio to full operations (with glass coverage no less than a limit of $25,000 and sign coverage no less than a limit of $10,000 in addition to equipment, fixtures and leasehold improvements); (ii) Business interruption insurance with coverage for at least twelve (12) months for actual losses; (iii) if you are using a vehicle in connection with your Studio operations, Auto Liability (Hired and Non-owned autos) with a $1,000,000 Combined Single Limit Each Accident for Bodily Injury and Property Damage; and (iv) Employment Practices Liability with a limit no less than $1,000,000 per claim and $1,000,000 aggregate per location (and the retention may not exceed $1,000).

All insurance policies must name us and any of our affiliates as additional insured parties.

Audio Visual and Computer Equipment

You must purchase a computer system, including computer hardware, software, point of sale system, inventory control systems, tablet(s) and high-speed network connections (collectively, the "Computer System"), as well as the audio visual equipment, including speakers, cabling, mounts and other related equipment (collectively, the "Audio Visual Equipment"), that we specify. The component parts of the Audio Visual Equipment and Computer System must be purchased from our Approved Supplier, including any software associated with those components. If we require you to use any proprietary software or to purchase any software from a designated vendor, you must sign any software license agreements that we or the licensor of the software require and any related software maintenance agreements. The Computer System is described in more detail in Item 11 of this Disclosure Document.

ITEM 9
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 the Disclosure Document.

Obligation	Section in Franchise Agreement	Section in Development Agreement	Disclosure Document Item
a. Site Selection and acquisition/lease	Sections 1.2, 6.1, 6.2, 7.2 and 7.3 of Franchise Agreement	Section 8	Items 11 and 12
b. Pre-opening purchases/leases	Sections 6.1, 6.2, 7.2, 7.3 and 8.4 of Franchise Agreement	Section 8	Items 5, 7 and 8
c. Site development and other pre-opening requirements	Sections 6.1, 6.2, 7.1 and 7.3 of Franchise Agreement	Section 3	Items 6, 7 and 11
d. Initial and ongoing training	Sections 5.7 and 6.3 of Franchise Agreement	Not Applicable	Items 6, 7 and 11

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Obligation	Section in Franchise Agreement	Section in Development Agreement	Disclosure Document Item
e. Opening	Sections 2.2 and 6.9 of Franchise Agreement	Section 3, Exhibit B	Item 11
f. Fees	Sections 3.2.F., 5, 9.1 and 14.2 of Franchise Agreement	Section 9	Items 5 and 6
g. Compliance with standards and policies / Operating Manual	Sections 1.2, 2.2, 4.2, 6.4, 6.6, 6.7, 7.1, 7.3, 7.4, 8.7 and 9.3 of Franchise Agreement	Section 3	Item 11
h. Trademarks and proprietary information	Sections 1.1, 4, 12.1, 15.1 and 15.3 of Franchise Agreement	Section 13	Items 13 and 14
i. Restrictions on products/services offered	Sections 1.3, 2.1, 2.2, 7.1, 8.1 and 8.4 of Franchise Agreement	Not Applicable	Items 8 and 16
j. Warranty and customer service requirements	Section 8.3 of Franchise Agreement	Not Applicable	Not Applicable
k. Territorial development and sales quotas	Sections 1.3 and 8.8 of Franchise Agreement	Section 1, 3, and Exhibit B	Item 12
l. Ongoing product/service purchases	Sections 8.4 and 10.3 of Franchise Agreement	Not Applicable	Items 8 and 11
m. Maintenance, appearance and remodeling requirements	Sections 3.2.D. and 7.4 of Franchise Agreement	Not Applicable	Items 6 and 17
n. Insurance	Section 10.4 of Franchise Agreement	Not Applicable	Items 6, 7 and 8
o. Advertising and Marketing Fund	Sections 5.6 and 9 of Franchise Agreement	Not Applicable	Items 6 and 11
p. Indemnification	Section 11.2 of Franchise Agreement	Not Applicable	Item 6
q. Owner's participation/ management/staffing	Sections 8.3 and 8.6 of Franchise Agreement	Section 7	Item 15
r. Records and reports	Sections 10.1 and 10.3 of Franchise Agreement	Not Applicable	Item 11

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Obligation	Section in Franchise Agreement	Section in Development Agreement	Disclosure Document Item
s. Inspections and audits	Sections 8.2 and 10.2 of Franchise Agreement	Not Applicable	Items 11
t. Transfer	Section 14 of Franchise Agreement	Section 16	Items 6 and 17
u. Renewal	Section 3.2 of Franchise Agreement	Not Applicable	Item 17
v. Post-termination obligations	Sections 13.1 and 15.3 of Franchise Agreement	Sections 14, 15	Item 17
w. Non-competition covenants	Sections 12.2 and 13 of Franchise Agreement	Section 11	Item 17
x. Dispute resolution	Section 16 of Franchise Agreement	Sections 21, 22	Item 17

ITEM 10
FINANCING

We do not offer direct or indirect financing for any amount due under the Franchise Agreement or Development Agreement. We do not guarantee your note, lease or any other obligation. As security for the performance of your obligations under the Franchise Agreement, including payments owed to us for purchases by you, you must grant us a security interest in all of the assets used in the operation of the Studio.

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

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

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A. **Pre-Opening Assistance**

Franchise Agreement

Before you open the Studio:

1. We will provide you (or, if you are an entity, your Designated Operator), as well as your Designated Manager (if appointed) with the respective initial training that such individuals are required to attend and complete prior to opening your Franchised Business. We will typically provide the Initial Training Program to you and your designated trainees within the 30 days preceding your Studio opening, but that timing will be subject to the availability and schedules of our training personnel. We will provide this Initial Training Program at our corporate headquarters or other training facility we designate, and this initial training (as well as other training provided by us in connection with your Studio) is described more fully below in this Item under the heading "Training." (Franchise Agreement, Section 6.3). Prior to opening your Studio we will also provide Pure Barre Classic Training at a company or affiliate-owned Studio for those initial instructors that wish to become Authorized Instructors and provide the Approved Services at your Studio, provided you or the instructor pay our then-current training fee for such Pure Barre Classic Training (currently, $1,250 per trainee). We will also provide Additional Instructor Training to your Authorized Instructors on an as-needed basis and subject to availability and schedule of our trainers. Other than the training obligations set forth in Item 11, you will be responsible for hiring and training all other Studio employees.

2. If the Authorized Location for your Studio has not been identified at the time the Franchise Agreement is signed, we will work with you to designate a geographical area within which you must secure an Authorized Location for your Studio ("Designated Market Area"). (Franchise Agreement, Section 1.3). We will also comply with our obligations with respect to site selection assistance and site approval as set forth more fully below in this Item under the heading "Site Selection Assistance and Time to Open."

3. Prior to you attending your required initial training, we will loan you one copy of the Manual, which contains mandatory and suggested specifications, standards and procedures. The Manual is confidential and remains our property. We may modify the Manual. (Franchise Agreement, Section 6.4). The Table of Contents of the Manual is attached to this Disclosure Document as **Exhibit E.** The Manual currently consists of approximately 499 pages.

4. Within 30 calendar days of execution of your Franchise Agreement, we will provide you (through the Manual or otherwise) with specifications for the layout and design of the Studio (Franchise Agreement, Sections 6.2, 7.1 and 7.3).

5. Within 30 calendar days of execution of your Franchise Agreement, we will provide you (through the Manual or otherwise) with a list of fitness equipment and gear, standard fixtures, furnishings, supplies, and signs to be used in the Studio, as well as certain other Required Items and a list of Approved Suppliers (Franchise Agreement, Section 6.6).

6. We will provide you with the Initial FFE Package and Opening Inventory Package to you, provided you have paid the applicable amounts for such items. You will be independently responsible for arranging installation of certain components of the Initial FFE Package and paying a third party contractor the associated costs. Currently, the items comprising the Initial FFE Package and Opening Inventory Package are purchased directly from us, but we reserve the right to designate another approved supplier in our sole discretion. We do not provide written specifications for the items comprising the Initial FFE Package other than those descriptions that are included in the Manual.

7. We will license you the use of our trademarks (Franchise Agreement, Section 4.2).

8. We will consult and advise you on the advertising, marketing and promotion associated with the grand opening of your Studio, as described more fully below in this Item 11. (Franchise Agreement, Sections 6.9 and 9.2).

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9. If you enter a Development Agreement, we will designate your Development Area. (Development Agreement, Section 1 and Exhibit A).

B. **Site Selection Assistance and Time to Open**

Site Selection Assistance

You must assume all costs, liabilities, expenses and responsibility in connection with: (i) locating, obtaining and developing a Premises for your Franchised Business; and (ii) constructing, equipping, remodeling and/or building out the Premises for use as a Franchised Business, all in accordance with our System standards and specifications. If the Authorized Location for your Studio has not been identified at the time the Franchise Agreement is signed, we will assign you a Designated Market Area as previously disclosed in this Item. (Franchise Agreement, Sections 1.2 and 1.3).

We may provide you with: (i) our current written site selection guidelines, to the extent such guidelines are in place, and any other site selection counseling and assistance we determine is appropriate; and (ii) the contact information of any local real estate broker that we have an existing relationship with and that is familiar with our confidential site selection/evaluation criteria, if we know any such brokers in or around the Designated Market Area you are assigned. (Franchise Agreement, Sections 1.2, 1.3 and 6.1). We do not generally own the premises that System franchisees use for their Studio.

Our guidelines for site selection may require that you conduct, at your expense, an evaluation of the demographics of the market area for the location. Ideally, the Authorized Location of your Studio will be a major, national-tenant, anchored commercial retail center that meets our then-current requirements for population density, demographics, available parking, traffic flow and entrance/exit from the site. Our standard franchise offering assumes a Studio size of approximately 1,500 square feet. You are solely responsible for obtaining all required construction/build-out licenses and ensuring the Premises comply with all local ordinances and building codes. (Franchise Agreement, Section 6.1).

If you locate a site, we will approve or disapprove of the site within 30 days after we receive any and all reasonably-requested information regarding your proposed site from you. (Franchise Agreement, Section 1.2). We use a software program to evaluate the demographics of a market area for site selection approval. If we cannot agree on a site, we may extend the time for you to obtain a site, or we may terminate the Franchise Agreement.

We must also have the opportunity to review any lease or purchase agreement for a proposed location before you enter into such an agreement. We may condition our approval of your Premises on a number of conditions, including: (i) the inclusion of the terms in the Franchise Agreement and Exhibit 5 to the Franchise Agreement in the lease for the location; and (ii) receiving a written representation from the landlord of the Premises that you will have the right to operate the Studio, including offering and selling the Approved Products and Services, throughout the term of your Franchise Agreement, and that nothing in the lease or other occupancy agreement will prevent our affiliates from opening or franchising their respective fitness concepts within any associated shopping center, strip mall, mall, outlets venue, corporate park or other shopping venue (Franchise Agreement, Sections 2.2(C) and 7.2, and Exhibit 5).

You must secure an Authorized Location that we approve within six (6) months of executing your Franchise Agreement for that Franchised Business or we may terminate that Franchise Agreement. (Franchise Agreement, Section 1.2).

Time to Open: Franchise Agreement

We will authorize the opening of your Studio when (i) all of your pre-opening obligations have been fulfilled, (ii) all required pre-opening training has been completed, including Pure Barre Classic Training by at least seven (7) Authorized Instructors, (iii) all amounts due us have been paid, (iv) copies of all insurance policies (and payment of premiums) and all other

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required documents have been received by us, and (v) all permits have been approved. (Franchise Agreement, Sections 5.4, 5.7, 6.3 and 10.4).

The typical length of time between the signing of the Franchise Agreement and the time you open your Studio is approximately three (3) to six (6) months. Your total timeframe may be shorter or longer depending on the time necessary to obtain an acceptable Premises, to obtain financing, to obtain the permits and licenses for the construction and operation of the Franchised Business, to complete construction or remodeling as it may be affected by weather conditions, shortages, delivery schedules and other similar factors, to complete the interior and exterior of the Franchised Business, including decorating, purchasing and installing fixtures, equipment and signs, and to complete preparation for operating the Franchised Business, including purchasing any inventory or supplies needed prior to opening.

You are required to open your Franchised Business within six (6) months of executing your Franchise Agreement, but we may agree in writing to provide you with an additional three (3) months to open your Studio if you (a) have already secured an approved premises for your Studio, and (b) are otherwise making diligent and continuous efforts to buildout and otherwise prepare your Franchised Business for opening throughout the six (6) month period following the execution of your Franchise Agreement. If you do not open your Studio within the time period set forth in the Franchise Agreement, we will have the option to terminate your Franchise Agreement. (Franchise Agreement, Sections 1.2 and 2.2).

Time to Open: Development Agreement (if applicable)

If you have entered into a Development Agreement to open and operate three (3) or more Franchised Businesses, your Development Agreement will include a Development Schedule containing a deadline by which you must have each of your Franchised Businesses open and operating. (Development Agreement, Exhibit A). We will approve sites for additional Franchised Businesses developed under your Development Agreement using our then-current site selection criteria.

C. Our Obligations During the Operation of the Franchised Business

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

During the operation of the franchised business:

1. We will specify or approve certain equipment and suppliers to be used in connection with certain required items or services you must purchase in connection with your Studio (Franchise Agreement, Sections 6.6 and 7.1).

2. We will provide additional training to you and any of your personnel at your request, subject to the availability of suitable trainers, including (a) Pure Barre Classic Training and Additional Instructor for new and replacement instructors of your Studio so they can provide that Approved Services as an Authorized Instructor, and/or (b) the Designated Manager for any new or replacement manager you engage after opening. You are responsible for any and all fees and costs associated with such additional training, as well as our then-current training fee for the kind of training at issue (Franchise Agreement, Section 6.3).

3. If you do not obtain and maintain appropriate insurance coverage, we may procure the coverage on your behalf. We will pass the cost onto you. (Franchise Agreement, Section 10.4.D.)

4. We may institute various programs for auditing customer satisfaction and/or other quality control measures (Franchise Agreement, Section 8.2).

5. We will maintain and administer the marketing fund (the "Marketing Fund") as described more fully under the "Advertising and Marketing" heading below (Franchise Agreement, Section 9.1).

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D. **Advertising and Marketing**

Advertising Generally; Local Advertising Requirement; Co-Ops

You are responsible for local marketing activities to attract members to your Studio. We require you to submit samples of all advertising and promotional materials (and any use of the Marks and/or other forms of commercial identification) for any media, including the Internet, World Wide Web or otherwise. You must first obtain our advanced written approval before employing any form of co-branding, or advertising with other brands, products or services. (Franchise Agreement, Section 9)

You must strictly follow the social media guidelines, code of conduct, and etiquette as set forth in the Manual regarding social media activities. Any use of Social Media by you pertaining to the Studio must be in good taste and not linked to controversial, unethical, immoral, illegal or inappropriate content. You will promptly modify or remove any online communication pertaining to the Studio that does not comply with the Franchise Agreement or the Manual. (Franchise Agreement, Section 9.3)

As part of your material obligations under your Franchise Agreement, you must expend at least $1,500 per month on marketing and advertising materials that we approve in connection with the promotion of your Studio within your Designated Territory (your "Local Advertising Requirement"). Upon our request, you must provide us with an accounting of your monthly expenditures associated with your Local Advertising Requirement, along with invoices and other relevant documentation to support those expenditures. Please be advised that the Local Advertising Requirement is only the minimum amount you must expend each month, and we encourage you to expend additional amounts on the local promotion of your Studio. We are not required to spend any amount on advertising within your Designated Territory. (Franchise Agreement, Section 9.2)

As of the Issue Date, we have not yet established a local or regional advertising cooperative and we have not created any advertising council composed of franchisees. We may, in the future, decide to form one or more associations and/or sub-associations of Studios to conduct various marketing-related activities on a cooperative basis (a "Co-Op"). If one or more Co-Ops (local, regional and/or national) are formed covering your area, then you must join and actively participate. All Studios in the designated area may be required to contribute such amounts as are determined from time to time by such Co-Op. Each participating Studio will have one vote in making decisions of the Co-op, but in order to vote the Studio must be in good standing, and all decisions will be subject to our approval. We have the right to establish reasonable procedures for calling and conducting meetings, notices to the participants, and other procedural matters, and will make any governing documents, if any exist, available to you upon request. (Franchise Agreement, Section 9.4).

Pre-Opening Marketing

In addition to the Local Advertising Requirement, you will be required to expend a minimum of $15,000 in connection with the opening of the Franchised Business. You may be required to expend all or some portion of these funds on products/services received from an Approved Supplier we designated or approve, and all materials used in connection with your grand opening campaign must be approved by us if not previously designated for use. We expect that you will typically be required to expend these amounts in the 30-60 days prior to opening and in the 30-day period following opening. (Franchise Agreement, Section 9.2).

Once your real estate lease is signed, you must being undertaking the "pre-sale" phase of opening your Studio wherein you will develop a plan in coordinate with us and our Opening Support Program that is designed to generate Studio clientele or other sales prior to the opening of your Studio, as well as generating prospective leads for sales at your Studio. The Opening Support Program is provided by our third-party Approved Supplier and is currently overseen by our internal marketing and sales departments. Participation in the Opening Support Program is mandatory and will generally last between 8 and 12 weeks, depending upon the length of your "pre-sale" phase, and we may require you to expend certain amounts on services or content that is supplied by one (1) or more of our Approved Supplier(s).

The Marketing Fund

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We have established a Marketing Fund as previously disclosed in Item 6 of this Disclosure Document to promote the brand, Proprietary Marks, System, Studios and/or Approved Services how we determine appropriate in our discretion. Currently, we require you to make a Fund Contribution each payment period amounting to up to one percent (1%) of the Gross Sales of your Franchised Business. Franchisor will give Franchisee written notice with regards to any increase in your Fund Contribution, which we may increase up to an amount equal to two percent (2%) of the Gross Sales of your Franchised Business. (Franchise Agreement, Sections 5.5 and 9.1).

The Marketing Fund will be administered by us as we deem appropriate in our sole discretion. With that said, we may also establish a marketing fund committee (the "MFC") to help advise on matters related to the Marketing Fund. In the event we establish the MFC, the Marketing Fund will still be administered by us with the MFC serving in an advisory capacity only. The Marketing Fund will be maintained and operated by us to meet the costs of conducting regional and national advertising and promotional efforts, other brand development activities, as well as related technology used to implement the foregoing (i.e., digital marketing platform, System web portal) that we determine beneficial to the System. The MFC, if established, will serve in an advisory capacity only. We will direct all public relations, advertising and promotions with sole discretion over the message, creative concepts, materials and media used in the programs and the placement and allocation thereof. We have the power to form, change or dissolve the Marketing Fund and/or MFC. We will pay for these activities from the Marketing Fund. The Marketing Fund contributions may be used for traditional and digital advertising activities, such as website development, social media, public relations, advertising campaigns (television, radio, print or other media), or other promotions which will raise awareness of the Pure Barre brand. (Franchise Agreement, Sections 6.8 and 9.1).

We are not obligated to ensure that Marketing Fund activities or dollars are spent equally, on a pro rata basis, either on your Studio, or all Studios in an area. A brief statement regarding the availability of System franchises may be included in advertising and other items produced using the Marketing Fund, but we will not otherwise use the Marketing Fund to pay for franchise sales or solicitations.

Reasonable disbursements from the Marketing Fund will be made solely for the payment of expenses incurred in connection with the general promotion of the Marks and the System, including the cost of formulating, developing and implementing advertising and promotional campaigns; and the reasonable costs of administering the Marketing Fund, including accounting expenses and the actual costs of salaries and fringe benefits paid to our employees engaged in administration of the Marketing Fund. The Marketing Fund is not a trust or escrow account, and we have no fiduciary obligations regarding the Marketing Fund. We are not required to audit our Marketing Fund expenditures, but we reserve the right to do so and cover the costs associated with the audit from the Marketing Fund. Otherwise, we will prepare and make available to our franchisees, upon written request, a basic accounting of the Marketing Fund for a given fiscal year after 120 days have passed since that year end. Any company-owned or affiliate-owned Studios we may open will contribute to the Marketing Fund at the rate provided in our then-current Disclosure Document. Should the advertising contribution for the System decrease at any time, we have the right to reduce our contribution from company-owned or affiliate-owned Studios to the rate specified for franchised locations.

We are not required to spend all Marketing Fund contributions in the fiscal year they are received.

You agree to participate in all Marketing Fund programs. The Marketing Fund may furnish you with marketing, advertising and promotional materials; however, we may require that you pay the cost of producing, shipping and handling for such materials.

Prior to the Transaction, the Marketing Fund was referred to as the "Ad Program," and your Fund Contribution was referred to as your "Advertising Fee." The Advertising Fees (now the Fund Contributions) in the Ad Program (not the Marketing Fund) were expended as follows during our 2017 fiscal year: production agency services and design 35.7%; media placement 38.4%; administrative costs 25.9%.

E. Training

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Initial Training and Programs

Prior to opening your Franchised Business, you must ensure that: (i) you or your Designated Operator completes the Owner/Operator Module of the initial training program described below, which will typically last approximately three (3) business days at our corporate headquarters in Irvine, CA or another training facility we designate (most likely in California); (ii) your Designated Manager (if appointed) attends and completes the Designated Manager Module described below; and (iii) at least seven (7) of your initial instructors satisfactorily complete Pure Barre Classic Training and become Authorized Instructors able to provide the Approved Services at your Studio in accordance with System Standards. You must ensure that all corresponding training fees for your instructors are paid prior to such training being provided).

The Owner/Operator Module and, if applicable, Designated Manager Module must be completed to our satisfaction at least one (1) month prior to opening the Franchised Business, while all of your Authorized Instructors must have completed Pure Barre Classic training to our satisfaction prior to the opening of your Studio. (Franchise Agreement, Section 6.3).

Authorized Instructors may provide the Approved Services immediately upon satisfactorily completing Pure Barre Classic Training. To remain in good standing, an Authorized Instructor must complete the Additional Instructor Training (described below) within 12 months of completing Pure Barre Classic Training.

In the event you are the owner of multiple Studios or otherwise wish to appoint a third-party individual to manage the day-to-day operations of your Franchised Business, then that Designated Manager must complete the Designated Manager Module described below and be approved by us before assuming any management responsibility at your Franchised Business. (Franchise Agreement, Sections 5.7 and 6.3). We do not charge a tuition or training fee for you or your designated trainees (the Designated Operator and, if appropriate, Designated Manager) to attend their assigned training program module(s) below, provided these individuals attend prior to the opening of your Studio. You will be responsible for the costs and expenses associated with these individuals attending this initial training. (Franchise Agreement, Section 5.7).

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Our primary initial training programs as of the Issue Date of this Disclosure Document are described below, certain portions of which may be provided via online, remote instruction via webinar or similar learning management system:

TRAINING PROGRAM(S)

I. Owner/Operator Module (To be completed by You or, if you are an Entity, Your Operating Principal)

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Owner/Operator Module			
Subject	**Hours of Classroom Training**	**Hours of On-The-Job Training**	**Location**
History and Philosophy	1	0	At our corporate headquarters in Irvine, CA.
Real Estate	2	0	At our corporate headquarters in Irvine, CA.
Construction	1.5	0	At our corporate headquarters in Irvine, CA.
Expectations and Obligations	1	0	At our corporate headquarters in Irvine, CA.
Studio and Equipment Set- Up and Support	1	0	At our corporate headquarters in Irvine, CA.
Pure Barre Class	0	1	At our corporate headquarters in Irvine, CA.
Products	1.5	0	At our corporate headquarters in Irvine, CA.
Intro to Studio Management Software	1.5	0	At our corporate headquarters in Irvine, CA.
Sales and Operations	3.5	0	At our corporate headquarters in Irvine, CA.
Finance	3	0	At our corporate headquarters in Irvine, CA.
Staffing and HR Support	1	0	At our corporate headquarters in Irvine, CA.
Marketing	3	0	At our corporate headquarters in Irvine, CA.
Training Re-Cap and Summation	1	0	At our corporate headquarters in Irvine, CA.
Test	1	0	At our corporate headquarters in Irvine, CA.
TOTAL HOURS FOR OWNER/OPERATOR MODULE	**22**	**1**	

II. Designated Manager Training Module (if applicable)

Designated Manager Training Module			
Subject	**Hours of Classroom Training**	**Hours of**	**Location**

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		On-The-Job Training	
Ingredients of a Successful GM	1	0	At our corporate headquarters in Irvine, CA.
Software	3	0	At our corporate headquarters in Irvine, CA.
Prospect Generation	2	0	At our corporate headquarters in Irvine, CA.
Pre-Sale, Soft Open, and Grand Open	1	0	At our corporate headquarters in Irvine, CA.
Retail Sales	1	0	At our corporate headquarters in Irvine, CA.
Teacher Training Sales and Program	1	0	At our corporate headquarters in Irvine, CA.
Sales Process: Demo Classes and Memberships	4	0	At our corporate headquarters in Irvine, CA.
Marketing	2	0	At our corporate headquarters in Irvine, CA.
Private Training Sales	1	0	At our corporate headquarters in Irvine, CA.
Sales: Role-Play & Agreement Write-Up	2	0	At our corporate headquarters in Irvine, CA.
Pure Barre Sample Class	1	0	At our corporate headquarters in Irvine, CA.
"What Not to Do"	1	0	At our corporate headquarters in Irvine, CA.
Comprehension Exam	1	0	At our corporate headquarters in Irvine, CA.
TOTAL HOURS FOR DESIGNATED MANAGER MODULE	**21**	**Not Applicable**	

III. Pure Barre Classic Training (For any Individuals that Wish to Serve as an Authorized Instructor)

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Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Concept, Class Planning, and Teaching Skills	3	0	Denver, Colorado; Spartanburg, South Carolina; or other training location that we designate
Musicality and PB Choreography	1	0	Denver, Colorado; Spartanburg, South Carolina; or other training location that we designate
Hands on Assistance and Exercise Modifications	2	0	Denver, Colorado; Spartanburg, South Carolina; or other training location that we designate
Warm Up Techniques	4	0	Denver, Colorado; Spartanburg, South Carolina; or other training location that we designate
Thigh Exercises	4	0	Denver, Colorado; Spartanburg, South Carolina; or other training location that we designate
Seat Exercises	4	0	Denver, Colorado; Spartanburg, South Carolina; or other training location that we designate
Abdominal Exercises	4	0	Denver, Colorado; Spartanburg, South Carolina; or other training location that we designate
Stretching	1	0	Denver, Colorado; Spartanburg, South Carolina; or other training location that we designate
Creating the Pure Barre Experience	3	0	Denver, Colorado; Spartanburg, South Carolina; or other training location that we designate
Practical Teaching Application	0	40–50	Typically, at your Franchised Business.
TOTAL	**26**	**40–50**	

Explanatory Notes to Training Charts above.

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1. Before certain trainees attend their required training at one of our designated training locations, such trainees must complete approximately 4 hours of online classes covering introductory topics related to the Franchised Business, including the business concept itself and basic anatomy. We reserve the right to provide additional portions of any of the training programs above remotely via webinar or other online learning management system that allows us to monitor and track a trainee's participation, progress and completion, as well as test the trainee for knowledge retention, as we determine appropriate in our discretion.

2. The hours of on-the-job training provided in connection with the "Practical Teaching Application" described in the Training Chart above will likely vary based on how quickly a given trainee is able to memorize and retain the information presented, but we estimate that this portion of the initial training usually takes between 40 to 50 hours.

3. Currently, Pure Barre Classic Training classes are held weekly, with each week alternating between our training studios in Spartanburg, South Carolina, and Denver, Colorado. However, we may elect to offer training less frequently depending on when new franchisees join the franchise system or otherwise modify our training schedule at any time. The training programs and corresponding classes above are conducted after you sign the Franchise Agreement, and typically while your Studio is in the build-out phase.

4. Before the opening of your Studio, we also require you to participate in approximately 6 hours of training to train you on certain aspects of the required business management and point-of-sale software, membership presales, marketing, and daily operations. You will use our materials for on-the-job training, but we do not supervise this aspect of training.

5. You and, if appropriate, your Designated Manager, must complete their required initial training above (either the Owner/Operator Module or Designated Manager Module, as applicable) approximately 6 to 8 weeks before opening your Studio. You may also be required to participate in subsequent training or refresher courses after your Studio is open. All individuals participating in Initial Training must attend simultaneously. If you do ensure all you and your appropriate personnel have completed all required training prior to the date you are required to open your Studio or prior to you opening your Studio, we reserve the right to terminate your Franchise Agreement.

We will provide you with training materials contained in the Manuals, which includes our training manual covering class format, basic anatomy, positioning and choreography, proper form and modifications, teaching skills, and evaluation and review forms. Training courses currently are conducted by teacher trainers and are overseen by Katelyn DiGiorgio, our Vice President of Training & Technique. Ms. DiGiorgio has 13 years of experience in the industry and 8 years of experience with us.

On-Site Opening Assistance (Discretionary)

Around the time you first open your Studio, we may send one (1) or more representatives to your Studio to (a) provide assistance and recommendations regarding your opening and initial operations, and/or (b) provide additional or refresher training associated with the Owner/Operator Module and/or Pure Barre Classic Training, as we deem appropriate in our discretion. If we determine to provide such on-site assistance, it will typically last between 1-2 business days, and we reserve the right to charge our then-current Training Fee.

Additional Instructor Training

Within 12 months of the date an Authorized Instructor completes Pure Barre Classic Training, that Authorized Instructor must also complete our then-current Additional Instructor Training, which is currently provided under and in connection with our classes and instruction that our System franchisees are authorized to provide utilizing the PURE EMPOWER™ and PURE REFORM™ marks and exercises/routines we have developed as part of our System. After that time and throughout the term of your Franchise Agreement, you must ensure that you subscribe to the ongoing Subscription Instructor Training that we currently provide online. You must pay the appropriate training and/or subscription fees associated with this additional and ongoing training

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that your Authorized Instructors must attend and/or participate in and complete in order to retain his or her status as an Authorized Instructor that is permitted to provide the Approved Services at the Franchised Business, as well as all costs and expenses your Authorized Instructor(s) incur in connection with attending and/or participating in such training. Below please find an outline of the Additional Instructor Training as of the Issue Date:

PURE EMPOWER™ Training Program

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Pure Empower Concept, Class Planning, and Teaching Skills	2	0	Denver, Colorado, Spartanburg, South Carolina, or regional location
Health Benefits and Physiology	.5	0	Denver, Colorado, Spartanburg, South Carolina, or regional location
Warm Up Techniques	.5	0	Denver, Colorado, Spartanburg, South Carolina, or regional location
Upper Body Strength Exercises	1	0	Denver, Colorado, Spartanburg, South Carolina, or regional location
Lower Body Strength exercises	.5	0	Denver, Colorado, Spartanburg, South Carolina, or regional location
Abdominal Exercises	.5	0	Denver, Colorado, Spartanburg, South Carolina, or regional location
Stretching	.5	0	Denver, Colorado, Spartanburg, South Carolina, or regional location
Creating the Pure Reform Experience	.5	0	Denver, Colorado, Spartanburg, South Carolina, or regional location
Online Post-Training Course Work	4	0	Typically your home or Studio.
Practical Teaching Application	0	11 to 15	Typically your home or Studio.
TOTAL	**10**	**11 to 15**	

PURE REFORM™ Training Program

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Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Pure Reform Concept, Class Planning, and Teaching Skills	2	0	Denver, Colorado, Spartanburg, South Carolina, or regional location
Health Benefits and Physiology	.5	0	Denver, Colorado, Spartanburg, South Carolina, or regional location
Warm Up Techniques	.5	0	Denver, Colorado, Spartanburg, South Carolina, or regional location
Arms-Legs Exercises	1.5	0	Denver, Colorado, Spartanburg, South Carolina, or regional location
Seat exercises	1	0	Denver, Colorado, Spartanburg, South Carolina, or regional location
Abdominal Exercises	.5	0	Denver, Colorado, Spartanburg, South Carolina, or regional location
Stretching	.5	0	Denver, Colorado, Spartanburg, South Carolina, or regional location
Creating the Pure Reform Experience	.5	0	Denver, Colorado, Spartanburg, South Carolina, or regional location
Online Post-Training Course Work	3	0	Typically your home or Studio.
Practical Teaching Application	0	11 to 15	Typically your home or Studio.
TOTAL	**10**	**11 to 15**	

Additional / Remedial Training Generally

We may also provide, and require that you (and your Designated Operator and Designated Manager, as appropriate), as well as your Authorized Instructors, attend up to five (5) days of additional training each year at our designated training facility. We will not charge any training fee in connection with such training that we require you to attend. (Franchise Agreement, Section 6.3). We may also require you to attend certain training as part of the actions you must take to cure certain defaults under your Franchise Agreement ("Remedial Training"), and we reserve the right to charge you our then current Training Fee in connection with such Remedial Training (Franchise Agreement, Section 6.3).

You may request that we provide certain additional or refresher training to you, either at one (1) of our designated training facilities or on-site at your Franchised Business. We reserve the right to charge you our then-current Training Fee based on the number of days of such training that we provide at your request (regardless of location). (Franchise Agreement, Section 6.3).

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You will be responsible for the costs and expenses associated with you and your designated personnel attending any such additional training described in this Item. (Franchise Agreement, Sections 5.7 and 6.3).

F. **Computer System – Hardware and Software**

You must acquire a computer for use in the operation of the Studio. The cost associated with the computer system is included in the subheading "Audio/Visual Equipment, including Computer System" set forth in Item 7. You must record all of your receipts, expenses, invoices, member lists, class and employee schedules, and other business information promptly in the computer system and use the software that we specify or otherwise approve. Currently, you must licenses the business/Studio management software we designate from our Approved Supplier, which we may require you to use in connection with class scheduling, processing member credit and debit card payments, keeping your business records and generating business reports, among other things associated with your Studio operations. At this time, we have approved no other compatible program but we reserve the right to do so at our sole discretion. If the approved supplier for the required software changes, you must migrate your operations to the new required software at our direction. The details of these standards and requirements will be described in the Manual or otherwise in writing and may be modified in response to changes in marketing conditions, business operating needs, or technology. (Franchise Agreement, Sections 5.4, 5.6 and 10.3).

You must allow our approved supplier to upgrade the proprietary database configuration of the required software for the computer in your Studio as we determine necessary. Our approved supplier may provide you periodic updates to maintain the software and may charge a fee for preparing the updates and maintaining the software. There are no limitations on the frequency and cost of the updates. The system is designed to enable us to have immediate, independent access to the information monitored by the system, and there is no contractual limitation on our independent access or use of the information we obtain. (Franchise Agreement, Sections 5.4 and 10.3).

You must purchase or lease, and thereafter maintain, such computer hardware and software, dedicated high speed communications equipment and services, dedicated telephone and power lines, modem(s), speakers, and other computer-related accessories or peripheral equipment as we may specify, for the purpose of, among other functions, recording Studio sales, scheduling classes, and other functions that we require. You must provide such assistance as may be required to connect your computer system with a computer system used by us. We will have the right, on an occasional or regular basis, to retrieve such data and information from your computer system as we, in our sole and exclusive discretion, consistent with consumer privacy laws, deem necessary. You must operate your computer system in compliance with certain security standards specified by us, which may be modified at our discretion from time to time. In view of the interconnection of computer systems and the necessity that such systems be compatible with each other, you expressly agree that you will strictly comply with our standards and specifications for all item(s) associated with your computer system, and will otherwise operate your computer system in accordance with our standards and specifications. (Franchise Agreement, Sections 5.4 and 10.3).

To ensure full operational efficiency and optimal communication capability between and among computer systems installed by you, us, and other System franchisees, you agree, at your expense, to keep your computer system in good maintenance and repair, and following our determination that it will be economical or otherwise beneficial to the System to promptly install such additions, changes, modifications, substitutions and/or replacement to your computer hardware, software, communications equipment and services, telephone and power lines, and other computer-related facilities, as we direct.

We reserve the right to require you to update or upgrade any computer hardware or software during the term of the franchise, and if we choose to do so, there are no limitations on the cost and frequency of this obligation. The approximate cost of the Computer System including a computer or tablet computer, hardware and software is approximately $1,200 to $2,000. There is no initial fee to obtain the software. The approximate cost of any annual maintenance upgrades or updates or maintenance support contracts varies widely from $100 to $1,000, which does not include the business management software fee of around $269 per month or, if imposed, any Performance Software Fee or Technology Fee.

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We reserve the right to implement our own technology support and maintenance service, and charge a fee in connection therewith. We have no obligation to provide ongoing maintenance, repairs, upgrades or updates, and any such obligations would be those of the software licensors.

ITEM 12
TERRITORY

Franchise Agreement: Authorized Location and Designated Territory

You will operate the Studio at a specific location approved by us (referred to as your "Authorized Location"). Once you have secured your Authorized Location, we will provide you a Designated Territory within which you will have certain protected rights. Your Designated Territory will contain a maximum of 50,000 people which will be approximately a two-mile radius around your Studio, unless your Studio is located in a major metropolitan downtown area or similarly situated/populated central business district (a "Central Business District"). If your Studio is located in a Central Business District, your Designated Territory will contain 50,000 people but may be limited to a geographic area comprised of anywhere from a radius of two blocks to two miles around your Studio, as we deem appropriate in our discretion. The size of your Designated Territory may vary from the territory granted to other franchisees based on the location and demographics surrounding your Studio.

The boundaries of your Designated Territory may be described in terms of zip codes, streets, landmarks (both natural and man-made) or county lines, or otherwise delineated on a map. The sources we use to determine the population within your Designated Territory will be publicly available population information (such as data published by the U.S. Census Bureau or other governmental agencies and commercial sources).). Except in cases where you are in default of your lease, if your Studio is open and operating and you are not in default of any provisions of your Franchise Agreement, you will be permitted to relocate your Studio to a new location within the boundaries of your Designated Territory, subject to the prior written consent and approval of Franchisor.

If you have been granted a Designated Territory, neither we nor our affiliates will operate or establish, or authorize another System franchisee to operate or establish, a Studio within your Designated Territory. For this reason, your Designated Territory is deemed "exclusive" under applicable franchise disclosure laws (but please note our reserved rights described later in this Item).

Your Designated Territory will not be modified by Franchisor for any reason so long as you are not in default of your Franchise Agreement.

Except as expressly provided in the Franchise Agreement, you have no right to exclude, control or impose conditions on the location, operation or otherwise of present or future Studios, using any of the other brands or Marks that we now, or in the future, may offer, and we may operate or license Studios or distribution channels of any type, licensed, franchised or company-owned, regardless of their location or proximity to the premises and whether or not they provide services similar to those that you offer. You do not have any rights with respect to other and/or related businesses, products and/or services, in which we may be involved, now or in the future.

While you and other Studios will be able to provide the Approved Services to any potential client that visits or otherwise reaches out to your Studio, you will not be permitted to actively solicit or recruit clients outside your Designated Territory, unless we provide our prior written consent. Likewise, other System franchisees are not permitted to solicit and/or recruit prospective clientele within your Designated Territory. You will not be permitted to advertise and promote your Franchised Business via advertising that is directed at those outside your Designated Territory without our prior written consent, which we will not unreasonably withhold provided (a) the area you wish to advertise in is contiguous to your Designated Territory, and (b) that area has not been granted to any third party in connection with a Studio (or Development Agreement) of any kind.

We may choose, in our sole discretion, to evaluate your Studio for compliance with the System Standards using various

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methods (including, but not limited to, inspections, field service visits, surveillance camera monitoring, member comments/surveys, and secret shopper reports). You must meet minimum standards for cleanliness, equipment condition, repair and function, and customer service. Your employees, including independent contractors, must meet minimum standards for courteousness and customer service. (Franchise Agreement, Section 8.8A)

Unless waived by Franchisor due to unique market conditions, Franchisee must meet a certain Minimum Monthly Gross Revenue Quota. If Franchisee fails to achieve and maintain average monthly gross revenues of $30,000 by the 1st year anniversary of the opening of the Studio and average monthly gross revenues of $40,000 by the end of the 2nd year anniversary and each succeeding year thereafter, Franchisor may institute a corrective training program and/or require Franchisee to perform additional local marketing. If Franchisee fails to meet the Minimum Monthly Gross Revenue Quota for 36 consecutive months at any time during the term of the Franchise Agreement, Franchisor may institute a mandatory corrective training program or terminate the Franchise Agreement upon notice to you.

Development Agreement

If you are granted the right to open three or more Franchised Businesses under our form of Development Agreement, then we will provide you with a Development Area upon execution of this agreement. The size of your Development Area will substantially vary from other System developers based on: (i) the number of Franchised Businesses we grant you the right to open and operate; and (ii) the location and demographics of the general area where we mutually agree you will be opening these locations. The boundaries of your Development Area may be described in terms of zip codes, streets, landmarks (both natural and man-made) or county lines, or otherwise delineated on a map attached to the Data Sheet.

Each Franchised Business you timely open and commence operating under our then-current form of franchise agreement will be operated: (i) from a distinct site located within the Development Area; and (ii) within its own Designated Territory that we will define once the site for that Franchised Business has been approved. We will approve sites for additional Franchised Businesses developed under your Development Agreement using our then-current site selection criteria.

We will not own or operate, or license a third party the right to own or operate, a Studio utilizing the Marks and System within the Development Area until the earlier of: (i) the date we define the Designated Territory of the final Franchised Business you were granted the right to operate under the Development Agreement; or (ii) the expiration or termination of the Development Agreement for any reason. Your Development Area will be exclusive during this time period.

Upon the occurrence of any one of the events described in the preceding paragraph, your territorial rights within the Development Area will be terminated, except that each Franchised Business that you have opened and are continuously operating as of the date of such occurrence will continue to enjoy the territorial rights within their respective Designated Territories that were granted under the franchise agreement(s) you entered into for those Franchised Business(es).

You must comply with your development obligations under the Development Agreement, including your Development Schedule, in order to maintain your exclusive rights within the Development Area. If you do not comply with your Development Schedule, we may terminate your Development Agreement and any further development rights you have under that agreement. Otherwise, we will not modify the size of your Development Area except by mutual written agreement signed by both parties.

Reserved Rights

We and our parent/affiliates reserve the exclusive right to conduct the following activities under the Franchise Agreement and/or Development Agreement (as appropriate): (i) establish and operate, and license any third party the right to establish and

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operate, other Studios and Franchised Businesses using the Marks and System at any location outside of your Designated Territory(ies) and, if applicable, Development Area; (ii) market, offer and sell products and services that are similar to the products and services offered by the Franchised Business under a different trademark or trademarks at any location, within or outside the Designated Territory(ies) and, if applicable, the Development Area; (iii) use the Marks and System, as well as other such marks we designate, to distribute any Approved Products and/or Services in any alternative channel of distribution, within or outside the Territory(ies) and Development Area (including the Internet, mail order, catalog sales, toll-free numbers, wholesale stores, etc.), as further described below; (iv) to (a) acquire, merge with, be acquired by, or otherwise affiliate with, any other company, and (b) have us or any successor/acquiring entity own and operate, and franchise or license others to own and operate, any business of any kind, including, without limitation, any business that offers products or services the same as or similar to the Approved Products and Services (but under different marks), within or outside your Designated Territory(ies) and, if applicable, Development Area; (v) own and operate Studios in "Non-Traditional Locations" including, but not limited to, airports, malls, any captive venue that requires a ticket or other membership to access, military bases, academic institutions, hospitals, sports arenas and stadia, "big box" gyms and fitness centers, train stations, casinos, both within or outside your Designated Territory(ies) and, if applicable, Development Area; and (vi) use the Marks and System, and license others to use the Marks and System, to engage in any other activities not expressly prohibited in your Franchise Agreement and, if applicable, your Development Agreement.

Neither the Franchise Agreement nor Development Agreement grants you any right to engage in any of the activities outlined in the preceding paragraph, or to share in any of the proceeds received by us, our parent/affiliates or any third party from these activities, unless we otherwise agree in writing. Further, we have no obligation to provide you any compensation for soliciting or accepting orders (via alternate channels of distribution) within your Territory.

Internet Sales / Alternative Channels of Commerce

We may sell products and services to members located anywhere, even if such products and services are similar to what we sell to you and what you offer at your Studio. We may use the internet or alternative channels of commerce to sell Pure Barre brand products and services. You may only sell the products and services from your approved Studio location, and may only use the internet or alternative channels of commerce to offer or sell the products and services, as permitted by us, in order to register members for classes. We may require you to submit samples of all advertising and promotional materials (and any use of the Marks and/or other forms of commercial identification) for any media, including the Internet, World Wide Web or otherwise. We retain the right to approve or disapprove of such advertising, in our sole discretion. Any use of social media by you pertaining to the Studio must be in good taste and not linked to controversial, unethical, immoral, illegal or inappropriate content. We reserve the right to "occupy" any social media websites/pages and be the sole provider of information regarding the Studio on such websites/pages (e.g., a system-wide Facebook page). At our request, you will promptly modify or remove any online communication pertaining to the Studio that does not comply with the Franchise Agreement or the Manual. You are not prohibited from obtaining members over the Internet provided your Internet presence and content comply with the requirements of the Franchise Agreement.

Additional Disclosures

Neither the Franchise Agreement nor the Development Agreement provides you with any right or option to open and operate additional Franchised Businesses (other than as specifically provided for in your Development Agreement if you are granted multi-unit development rights). Regardless, each Franchised Business you are granted the right to open and operate must be governed by its own specific form of Franchise Agreement.

We have not established other franchises or company-owned outlets or another distribution channel offering or selling similar products or services under a different trademark. We have not established, nor do we presently intend to establish, other franchised or company-owned businesses that are similar to the Franchised Business and that sell our Approved Products and Services under a different trade name or trademark, but we reserve the right to do so in the future without your consent. Certain of

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our affiliates are also franchisors that are involved with franchising and other activities as previously disclosed in Item 1 of this Disclosure Document, and such affiliates reserve the right to continue conducting franchising and other activities.

ITEM 13
TRADEMARKS

We grant you the right to operate a Studio under the following Marks; we may authorize you to use ancillary Marks as well. The following Marks are owned by us and registered on the Principal Register of the United States Patent and Trademark Office:

Mark	Registration No.	Registration Date
pure barre	3,553,370	December 30, 2008
pure barre	4,431,632	November 12, 2013
	4,431,630	November 12, 2013
lift • tone • burn	4,608,054	September 23, 2014

The table above does not necessarily include every trademark that we license to you, and the Franchise Agreement gives us the right to add, modify, or remove marks from those that we license to you. We expect and intend to submit all affidavits and other filings necessary to maintain the registrations above.

There are no presently effective determinations of the United States Patent and Trademark Office, the Trademark Administrator of any State, or any court, nor any pending material litigation involving any of the Marks which are relevant to their use in any State. There are no pending interference actions or opposition or cancellation proceedings that significantly limit our rights to use or license the use of the Marks in any manner material to the System. We have filed all required affidavits for the Marks and will continue to do so. None of the Marks' registrations have come up for renewal at this point so we have not yet renewed any of the Marks' registrations.

In addition to the Marks listed in the table above, we also license to you the following Marks, for which applications have been filed and are currently pending registration on the Principal Register of the USPTO:

Mark	Serial No.	Application Date
PURE EMPOWER™	87/495383	June 19, 2017
PURE REFORM™	87/613131	September 18, 2017

The Marks and other intellectual property are owned by Parent which, under an Intellectual Property License Agreement dated October 11, 2012 (the "IP License Agreement"), has granted us the right to use and sublicense the use of the Marks and other intellectual property. The initial term of the IP License Agreement is ten (10) years, and it automatically renews for unlimited, successive one-year terms. The IP License Agreement may be terminated by Parent, with or without

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cause, on 30 days' prior written notice to us. If we were ever to lose our rights under the IP License Agreement, all franchise agreements will automatically be assigned to and assumed by Parent, so your rights to use the Marks and other intellectual property in accordance with the Franchise Agreement will not be impacted. However, we would not be authorized to add additional franchises under the Multi-Unit Development Agreement, and that would cause us to breach the Multi-Unit Development Agreement unless that agreement is also assigned to and assumed by Parent (which does not happen automatically). Other than the IP License Agreement, there are no agreements currently in effect which limit our rights to use or license the use of any of the Marks in a manner that is material to the franchise.

You must follow our rules when you use the Marks. You cannot use our name or any of the Marks as part of a corporate name or with modifying words, designs or symbols except for those which we license to you. You may not use the Marks in connection with the sale of an unauthorized product or service or in a manner not authorized in writing by us. You must not use any other trade names or trademarks in the operation of the Studio without first obtaining our written consent. You must not establish a website on the Internet using any domain name containing the Marks or any variation thereof without our written consent. We retain the sole right to advertise on the Internet and create a website using the Marks as domain names.

If it becomes advisable, in our sole discretion, for us to modify or discontinue use of any of the Marks, or use one or more additional or substitute Mark, you must comply with our directions to modify or otherwise discontinue the use of such Mark within a reasonable time after notice by us. We will not be obligated to compensate you for any costs you incur in connection with any such modification or discontinuance.

You cannot seek to register, re-register, assert claim to ownership of, license or allow others to use or otherwise appropriate to itself any of the Marks or any mark or name confusingly similar to them, except insofar as such action inures to the benefit of Franchisor and has our prior written approval. Upon the termination or expiration of the Franchise Agreement, you must discontinue use of the Marks, remove copies, replicas, reproductions or simulations thereof from the premises and take all necessary steps to assign, transfer, or surrender to us all Marks which you may have used in connection with the Franchise Agreement.

You must immediately notify us of any apparent infringement of or challenge to your use of the mark. Although not obligated to do so, we will take any action deemed appropriate and will control any litigation or proceeding. You must cooperate with any litigation relating to the Marks which we or our affiliates, or the Licensor, might undertake. We will have the right, but the Franchise Agreement does not require us, to indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving any of the Marks, or subject to an unfavorable administrative or judicial determination.

We are not aware of any prior superior rights or infringing uses that would materially affect your use of the Marks. But, there is always a possibility that there might be one or more businesses, similar to the business covered by the Franchise, operating in or near the area(s) where you may do business, using a name, trademark and/or trade dress similar to the Marks and with superior rights to the name and/or trademark. We strongly urge you to research this possibility, using telephone directories, local filings and other means, before you pay any money, sign any documents or make any binding commitments. If you do not research the possibility of other trademarks in this business, you may be at risk.

There are no agreements currently in effect, which significantly limit our rights to use or license the use of the Marks.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

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You do not receive the right to use any item covered by a patent or copyright, but you can use the proprietary information in the Manual. The Manuals are described in Item 11. Item 11 also describes the limitations on the use of the Manual by you and your employees.

We have no registered patents, nor are there any pending patent applications that are material to the franchise. However, we claim copyrights on certain forms, advertisements, promotional materials, software source code and other Confidential Information as defined below.

The following is a description of certain copyrights for which our Parent has acquired federal registration and which we are authorized under the IP License Agreement (see Item 13) to use and permit our franchisees to use:

Copyright	Registration Number	Registration Date	Duration of the Copyright	Whether Franchisor Can or Intends to Renew
Teacher Training Manual	TX0007679563	2013-02-21	95 years	Cannot be renewed
Teacher Training Manual	TX0007679562	2013-02-21	95 years	Cannot be renewed
Teacher Training Manual	TX0007675833	2013-02-22	95 years	Cannot be renewed
Teacher Training Manual	TX0007918310	2014-05-15	95 years	Cannot be renewed

The table above does not necessarily include every copyright that we or our affiliates own.

There currently are no effective determinations of the Copyright Office (or any court regarding any of the copyrighted materials. There are no agreements in effect which significantly limit our right to use or license the copyrighted materials. Finally, there are no infringing uses actually known to us that could materially affect your use of the copyrighted materials in any state. No agreement requires us to protect or defend any copyrights or you in connection with any copyrights.

In general, our proprietary information includes "Confidential Information" as defined in Section 12 of the Franchise Agreement, some of which is contained in our Manual, and includes, among other things, all information (current and future) relating to the operation of the Studio or the System, including, among other things, all: (i) manuals, training, techniques, processes, policies, procedures, systems, data and know how regarding the development, marketing, operation and franchising of the Studios; (ii) designs, specifications and information about products and services and (iii) all information regarding members and suppliers, including any statistical and/or financial information and all lists. We disclose to you Confidential Information needed for the operation of a Pure Barre franchise, and you may learn additional information during the term of your franchise. We have all rights to the Confidential Information and your only interest in the Confidential Information is the right to use it under your Franchise Agreement.

Both during and after the term of your Franchise Agreement, you must use the Confidential Information only for the operation of your Studio under a Franchise Agreement with us; maintain the confidentiality of the Confidential Information; not make or distribute, or permit to be made or distributed, any unauthorized copies of any portion of the Confidential Information; and (iii) follow all prescribed procedures for prevention of unauthorized use or disclosure of the Confidential Information. (Franchise Agreement, Section 12)

We have the right to use and authorize others to use all ideas, techniques, methods and processes relating to the Studio that you or your employees conceive or develop.

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You also agree to fully and promptly disclose all ideas, techniques and other similar information relating to the franchise business that are conceived or developed by you and/or your employees. We will have a perpetual right to use, and to authorize others to use, those ideas, etc. without compensation or other obligation.

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

If you operate the franchise through an entity, you must designate and request our approval of one of your owners (who must be a natural person) as "Operating Principal." You may not change your Operating Principal without our consent. Your Operating Principal must be authorized, on your behalf, to deal with us in respect of all matters whatsoever which may arise in respect of your franchise agreement.

In addition, whether you are an individual or if you operate the franchise through an entity, you must designate certain individuals to function in key roles ("Key Roles") in the operation of the Studio. These key individuals include a "Designated Manager" and a "Lead Instructor."

The Designated Manager must work on a full-time basis and he or she will manage the core operations of the Studio on a daily basis. The "Lead Instructor," will, in addition to teaching classes, oversee and review the performance of your other teachers. The Key Roles may, with our prior approval, be consolidated and be performed by one person. We may require that Key Roles be filled by one or more of your owners and, if we determine that your owners are not qualified to fill a Key Role, you will be required to appoint one or more of your employees to do so. In any event, each person filling a Key Role is at all times subject to our acceptance and approval and must have completed, to our satisfaction, any training programs that we require persons in those roles to complete. Unless serving in a Key Role, you are not personally required to participate in the direct operation of your Studio. If an individual filling a Key Role is not an owner of you, then you must directly ensure that the individual maintains the confidentiality of the Manuals and all other confidential information that we provide you or allow you to access. In addition, we may require you to obtain noncompetition covenants from individuals who serve in a Key Role.

You may serve as your own Designated Manager or you may appoint a different individual to serve as your Designated Manager that we must approve before that individual can provide any management in connection with your Franchised Business. We will not unreasonably withhold our approval of any Designated Manager you propose, provided the individual has successfully completed the Owner/Operator Module of our initial training and, if that individual will be providing any Approved Services, PB University.

Once approved, your Designated Manager may assist in the direct, day-to-day supervision of the operations of the Studio, or to be the on-premises supervisor if you choose not to personally supervise the Studio. If you are a business entity, your Designated Manager need not hold an ownership interest in the business to be the on-premises supervisor. You will keep us advised, in writing, of any Designated Manager involved in the operation of the Studio and their contact information.

Your Franchised Business must, at all times, be managed by and staffed with at least one (1) individual who has successfully completed the Owner/Operator Module or, if appropriate, the Designated Manager Module, of our Initial Training Program.

You are solely responsible for the hiring and management of the Studio employees, for the terms of their employment and for ensuring their compliance with any training or other requirements established by us. You will keep us advised, in writing, of any Designated Manager involved in the operation of the Studio and their contact information. Your Franchised Business must, at all times, be managed by and staffed with at least one (1) individual who has successfully completed the Owner/Operator Module or, if appropriate, the Designated Manager Module, of our initial training. The Approved Services may only be provided by those Authorized Instructors that have completed all required initial and ongoing training as of a given date.

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You and your managers and employees must comply with the confidentiality provisions described in Item 14. You must execute a personal guaranty concurrently with the signing of the Franchise Agreement. If you are a legal entity, having more than one owner, all owners, shareholders, partners, joint venturers, and any other person who directly or indirectly owns a 10% or greater interest in the franchised business must execute a personal guaranty.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale and sell only and all those Approved Products and Approved Services, and deal only with those suppliers that we authorize or require, and have authorized (See Item 8). Principally, this means you must purchase the amount and type of equipment, including various equipment/supplies for use in connection with the provision of the Approved Services such as resistance bands/straps, interval training equipment, and weights and other exercise equipment, and offer only those types of fitness and exercise classes that we authorize. Failure to comply with our purchasing restrictions may result in the termination of your Franchise Agreement. We may supplement, revise and/or modify our Approved Products and Services as we deem appropriate from time to time, as well as our System standards and specifications associated with the provision of these products/services. These changes will be outlined in our Manuals or otherwise in writing, and there are no contractual limitations on our right to make these types of changes.

If we discontinue any Approved Product or Service offered by the Franchised Business, then you must cease offering or selling such product/service within a reasonable time, unless such product/service represents a health or safety hazard (in which case you must immediately comply upon receipt of notice from us). You may not use the location of your Franchised Business for any other business purpose other than the operation of your Franchised Business.

You may not advertise, offer for sale or sell, any products and/or services that we have not authorized. We reserve the right to change the types of authorized products and services at any time in our discretion. You agree to promptly undertake all changes as we require from time to time, without limit, except we will not require you to thoroughly modernize or remodel the Studio any more often than once every five (5) years. You will not make any material alterations to your Studio or its appearance as originally approved by us without our prior written approval.

You must refrain from any merchandising, advertising, or promotional practice that is unethical or may be injurious to our business and/or other franchised businesses or to the goodwill associated with the Marks. Subject to the conditions set forth above, we do not impose any restrictions with regards to the customers to whom you may sell goods and services.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

A. Franchise Agreement

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.

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Franchise Agreement: Section 3.1	The term is 10 years from the date the Franchise Agreement is signed.
b. Renewal or extension of	Franchise Agreement:	You have the option to extend the term for two consecutive

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Provision	Section in Franchise Agreement	Summary
term	Section 3.2	5 year periods.
c. Requirements for renewal or extension	Franchise Agreement: Sections 3.2, 3.3, and 3.4	You have complied with all of the Franchise Agreement provisions; you are not in default of the Franchise Agreement; you have brought the Studio into compliance with our current standards; you have given us notice of renewal no less than 90 days nor more than 180 days prior to the end of the initial term; you have signed a then-current form of Franchise Agreement, which may contain materially different terms than the ones contained in your Franchise Agreement; you have signed a general release in substantially the form of Exhibit F to this Disclosure Document; and you pay us a renewal fee equal to $10,000.
d. Termination by franchisee	Franchise Agreement: Not Applicable	Not applicable.
e. Termination by franchisor without cause	Franchise Agreement: Not Applicable	The Franchise Agreement does not provide for termination without cause.
f. Termination by franchisor with cause	Franchise Agreement: Section 15.1	We may terminate the Franchise Agreement upon delivery of notice to you if you default under the terms of the Franchise Agreement, as further outlined below.
g. "Cause" defined – curable defaults	Franchise Agreement: Section 15.1B	The following constitute curable defaults: you fail to comply with the Performance Standards; or refuse to make payments due and do not cure within 10 business days; or fail to comply with any provision of the Franchise Agreement not otherwise mentioned in (h.) below or any mandatory specification and do not cure within the applicable cure period. Some defaults have 10 calendar day cure periods and some have 30 calendar day cure periods.
h. "Cause" defined – non-curable defaults	Franchise Agreement: Section 15.1A	The following events constitute non-curable defaults: failure to properly establish and equip the premises; failure to complete training; make a material misrepresentation or omission in the application for the franchise; conviction or plea of no contest to a felony, or other crime or offense that can adversely affect the reputation of you, us or the Studio; make unauthorized disclosure of confidential information; abandonment of the business for 5 consecutive days unless otherwise approved; surrender of control of the business; unauthorized transfer; you are adjudicated bankrupt, insolvent or make a general assignment for the benefit of creditors; your misuse of the Marks; failure on 3 occasions within any 12 consecutive month period, or 4 occasions in any 24 consecutive month period to pay amounts due, or

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Provision	Section in Franchise Agreement	Summary
		otherwise to comply with the Franchise Agreement; violate any health, safety or sanitation law or conduct your operation in a manner creating a safety hazard; or violating the rights and restrictions of your territory; operating a competing business.
i. Franchisee's obligation on termination/non-renewal	Franchise Agreement: Sections 12, 13 and 15.3	Your obligations include: stop operations of the Studio; stop using the Marks and items bearing the Marks; stop using the Marks in any form as part of your corporate name; assign any assumed names to Company; de-identify the premises from any confusingly similar decoration, design or other imitation of a Studio; stop advertising as a Pure Barre franchise; pay all sums owed; pay all damages and costs we incur in enforcing the termination provisions of the Franchise Agreement; return the Manual and other confidential information to us; return all signs to us; assign your telephone and facsimile numbers, electronic mail and internet addresses to us; sell to us, at our option, all assets of the Studio, including inventory, equipment, supplies and items bearing the Marks; and comply with the covenants not to compete.
j. Assignment of contract by franchisor	Franchise Agreement: Section 14.6	We may sell or assign some or all of our business without restriction.
k. "Transfer" by franchisee definition	Franchise Agreement: Section 14.1	You may sell or assign your business, but only with our approval. We have sole discretion over whether to approve or disapprove an assignment.
l. Franchisor approval of transfer by franchisee	Franchise Agreement: Sections 14.1 and 14.2	We have the right to approve all your transfers. We may place reasonable conditions on our approval of any transfer.
m. Conditions for franchisor approval of transfer	Franchise Agreement: Section 14.2	You must be in compliance with all agreements, the Manual, all contracts with any party, and transferee must assume all obligations under these agreements; transferee meet our then-current requirements and complete or agree to complete our training program for new franchisees; all sums due must be paid; all obligations to third parties must be satisfied; the Studio must be in full compliance with the Manual and standards and specifications for new Studios; the transferee must satisfactorily complete training; and the transferor must pay a $10,000 transfer fee.
n. Franchisor's right to acquire franchisee's business	None	There is no right for us to acquire your Studio except as outlined below.
o. Franchisor's option to	Franchise Agreement:	We have the option, exercisable by giving 30 days' written

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Provision	Section in Franchise Agreement	Summary
purchase franchisee's business	Section 15.3.I.	notice to purchase any and all inventory, equipment, furniture, fixtures, signs, sundries and supplies owned by you and used in the Studio, at the lesser of (i) your cost less depreciation computed on a reasonable straight line basis (as determined in accordance with generally accepted accounting principles and consistent with industry standards and customs), or (ii) fair market value of such assets, less (in either case) any outstanding liabilities of the Studio. In addition, we have the option to assume your lease for the lease location of the Studio, or if an assignment is prohibited, a sublease for the full remaining term on the same terms and conditions as your lease.
p. Death or disability of franchisee	Franchise Agreement: Section 14.4	Must be transferred within six (6) months.
q. Non-competition covenants during the term of the franchise	Franchise Agreement: Section 13	You must not be involved in: (i) any Competing Business (as defined in the Franchise Agreement); or (ii) any business that offers or grants franchises/licenses, or establishes joint ventures, for the operation of a Competing Business. Additionally, you must not (a) employ or seek to employ any person employed by us or by any of our other franchisees, or (b) otherwise directly or indirectly induce or seek to induce such person to leave his or her employment during the term of the Franchise Agreement, without first obtaining our consent and, if applicable, the consent of the other System franchisee, or (c) otherwise take action to divert business or clientele to any other Competing Business.
r. Non-competition covenants after the franchise is terminated or expires	Franchise Agreement: Section 13	For a period of 2 years following the expiration/termination of your Franchise Agreement, you must not operate a Competing Business: (i) at the Authorized Location; (ii) within a 10 mile radius of (a) the Authorized Location, or (b) any other Studio that is open, under lease or otherwise under development as of the date of termination/expiration. Additionally, for a period of 2 years after termination of the Franchise Agreement, you must not shall not (i) solicit business from customers of your former Studio, (ii) contact any of our suppliers or vendors for any competitive business purpose, or (iii) solicit any of our other employees, or the employees of Franchisor's affiliates or any other System franchisee, to discontinue employment.
s. Modification of the Franchise Agreement	Franchise Agreement: Section 19	The Franchise Agreement can be modified only by written agreement between us and you. We can modify or change the System through changes in the Manual.

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Provision	Section in Franchise Agreement	Summary
t. Integration/merger clause	Franchise Agreement: Section 19	Only the terms of the Franchise Agreement are binding (subject to applicable state law) and may only be modified to the extent required by an appropriate court to make the Franchise Agreement enforceable. Any representations or promises outside of this Disclosure Document and other agreements may not be enforceable. Notwithstanding the foregoing, nothing in any franchise agreement is intended to disclaim the express representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	Franchise Agreement: Section 16	You must first submit all dispute and controversies arising under the Franchise Agreement to our management and make every effort to resolve the dispute internally. At our option, all claims or disputes arising out of the Franchise Agreement must be submitted to non-binding mediation, which will take place at our then-current headquarters (subject to applicable state law). If the matter is mediated, the parties will split the mediator's fees and bear all of their other respective costs of the mediation. Except for our right to seek injunctive relief in any court of competent jurisdiction and as otherwise described above, any claim arising out of or relating to the Franchise Agreement or the relationship of the parties, and any controversy regarding the establishment of the fair market value of assets of the Studio will be resolved in binding arbitration before a single arbitrator in Orange County, California (subject to applicable state law).
v. Choice of forum	Franchise Agreement: Section 16.6	Any action that is not subject to arbitration must be brought in state or federal court in Orange County, California (subject to applicable state law).
w. Choice of law	Franchise Agreement: Section 16.1	The Franchise Agreement is governed by the laws of the State of California without reference to this state's conflict of laws principles (subject to state law), except that any disputes or actions involving any non-competition covenants, including the interpretation and enforcement thereof, must be governed by the law of the state where the Studio is located.

B. Development Agreement

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

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PROVISION	SECTION IN DEVELOPMENT AGREEMENT OR OTHER AGREEMENTS	SUMMARY
a. Length of the term of the Development Agreement	Section 1(B), Exhibit B	The Development Schedule will dictate the amount of time you have to open a specific number of franchises, which will differ for each Developer and will be specified in Exhibit B of the Development Agreement.
b. Renewal or extension of the term	Not Applicable	Not Applicable
c. Requirements for developer to renew or extend	Not Applicable	Not Applicable
d. Termination by developer	Not Applicable	Not Applicable
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	Section 14	We may terminate your Development Agreement with cause as described in (g)-(h) of this Item 17 Chart. No default under the Development Agreement shall constitute a default under any franchise agreement you have entered into with us, unless your acts or omissions also violate the terms and conditions of that agreement. Failure to comply with any material term or material condition imposed by a franchise agreement executed in connection your Development Agreement will constitute grounds for us to default you under your Development Agreement.
g. "Cause" defined – curable defaults	Section 14(B)	We may terminate your Development Agreement after providing notice and a 30-day cure period (unless a different cure period is specified below) if: you fail to meet the Development Schedule; you fail to develop, open, and operate each Studio and execute each Franchise Agreement in compliance with the Development Agreement; you misappropriate or misuse the Marks or impair the goodwill of the Marks or System; fail to make monetary payment under the Development Agreement or any Franchise Agreement to us or our affiliate, and fail to cure within 14 days of receiving written notice from us; fail to correct a deficiency of a health, sanitation, or safety issue identified by a local, state or federal agency or regulatory authority; or you fail to comply with any other material term or material condition of the Development Agreement or any Franchise

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PROVISION	SECTION IN DEVELOPMENT AGREEMENT OR OTHER AGREEMENTS	SUMMARY
		Agreement.
h. "Cause" defined – non-curable defaults	Section 14(A)	We may terminate your Development Agreement automatically upon written notice if: you become insolvent or make a general assignment for the benefit of creditors; file a bankruptcy petition or are adjudicated bankrupt; a bill in equity or appointment of receivership is filed in connection with you; a receiver or custodian of your assets of property is appointed; a proceeding for a composition of creditors is initiated against you; a final judgment is entered against you and not satisfied within 30 days; if you are dissolved, execution is levied against you; a suit to foreclose any lien or mortgage against any of your Studios is levied; the real or personal property of a Studio is sold after being levied upon; you fail to comply with the non-competition covenants of the Development Agreement; you or your principal discloses the contents of the Manuals or other confidential information; an immediate threat or danger to public health or safety results from the operation of a Studio operated by you; you or your Principal has made a material misrepresentation in the franchise application; you fail on 3 or more occasions within a one (1) year period to comply with a provision of the Development Agreement; or you fail to comply with the transfer conditions of the Development Agreement.
i. Developer's obligations on termination/ non-renewal	Section 14(D), Section 15	Upon termination, you have no right to establish or operate any Studio for which an individual Franchise Agreement has not been executed by us and delivered to you at the time of termination. All of your obligations under the Development Agreement which expressly or by their nature survive the expiration or termination of the Agreement (including the non-competition covenants of Section 11), continue in full force and effect until they are satisfied or by their nature expire.
j. Assignment of contract by franchisor	Section 16(A)	We have the absolute right to transfer or assign the Development Agreement, and all or any part of its rights, duties or obligations to any person or legal entity without your consent.

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PROVISION	SECTION IN DEVELOPMENT AGREEMENT OR OTHER AGREEMENTS	SUMMARY
k. "Transfer" by developer - defined	Section 16(B)	A transfer includes voluntarily, involuntarily, directly or indirectly, assigning, selling, conveying, pledging, sub-franchising or otherwise transferring any of the rights created by the Development Agreement or any ownership interest in you.
l. Franchisor approval of transfer by developer	Section 16(C)	We must approve all transfers, but we will not unreasonable withhold our approval if you meet our conditions.
m. Conditions for franchisor approval of transfer	Section 16(C)	Our conditions for approving a transfer include: all of you and your affiliates' money obligations must be satisfied; you and your affiliates must not be in material default of the Development Agreement or any Franchise Agreement; you must execute a general release in our favor; the transferee must meet our then-current criteria for Developers; the transferee must sign a written assumption agreement assuming your liabilities under the Development Agreement; you must our then-current Transfer Fee; and you must pay any referral fees or commissions that may be due to any franchise broker, sales agent, or any other third party.
n. Franchisor's right of first refusal to acquire developer's business	Section 16(E)	Except in certain circumstances (death/disability or transfer from individual franchisee to business entity), you must provide us with a period of 30 days to match any third-party offer to purchase any ownership interest in the Development Agreement. If we do not exercise this right, then you will have 60 days to effectuate the transfer to the third party that made the offer on those exact terms – if the transfer does not occur or the proposed terms of the offer change in any way, then we will have another 30 days to exercise our right of first refusal.
o. Franchisor's option to purchase developer's business	Not Applicable	Not Applicable
p. Death or disability of developer	Section 16(F)	You will have a period of 90 days to find a suitable legal representative that we approve to continue the operation of your Franchised Business, provided that person completes our training program and executes either a personal guaranty or a new Development Agreement.

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PROVISION	SECTION IN DEVELOPMENT AGREEMENT OR OTHER AGREEMENTS	SUMMARY
		During this 90-day period, we may step in and operate the Franchised Business on your behalf and pay ourselves a reasonable amount to reimburse our costs associated with this operation on your behalf. We are not under any obligation to step in and operate your business during this period.
q. Non-competition covenants during the term of the franchise	Section 11(B)(1)	Neither you, your principals, guarantors, owners or key employees, nor any immediate family member of you, your principals, guarantors, owners or key employees, may: (i) own, operate, or otherwise be involved with, Competing Business (as defined in the Development Agreement); (ii) employ or seek to employ any employees of us, our affiliates or any other System franchisee/developer or induce such persons to leave their employment; or (iii) divert, or attempt to divert, any prospective customer to a Competing Business.
r. Non-competition covenants after the franchise is terminated or expires	Section 11(B)(2)	For a period of two (2) years after the termination/expiration/transfer of your Development Agreement, neither you, your principals, guarantors, owners, nor any immediate family member of you, your principals, guarantors, owners, may own, operate or otherwise be involved with any business that competes with us and is involved in the licensing or franchising, or establishing of joint ventures for the operation, of Competing Businesses.
	Section 11(B)(3)	For a period of two (2) years after the termination/expiration/transfer of your Franchise Agreement, neither you, your principals, guarantors, owners, nor any immediate family member of you, your principals, guarantors, owners, may own, operate or otherwise be involved with and Competing Business: (i) within the Development Area; (ii) within a 40-mile radius of your Development Area or any other designated territory or designated area licensed by us to a Studio as of the date of expiration/termination of the Development Agreement through the date you attempt to engage in any competitive activity prohibited by

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PROVISION	SECTION IN DEVELOPMENT AGREEMENT OR OTHER AGREEMENTS	SUMMARY
		this Section. During this two-year period, these parties are also prohibited from: (i) soliciting business from customers of your former Studios; (ii) contacting any of our suppliers/vendors for a competitive business purpose; or (iii) soliciting any employees of us, our affiliates or any other System franchisee or developer to discontinue their employment.
s. Modification of the Development Agreement	Section 23(F)	Your Development Agreement may not be modified, except by a writing signed by both parties.
t. Integration/ merger/clause	Section 23(G)	Only the terms of the Development Agreement (and ancillary agreements) and this Disclosure Document are binding (subject to state law). Any representations or promises outside of the Disclosure Document and this Agreement may not be enforceable. Nothing in this Agreement or any related agreement is intended to disclaim the representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	Sections 22(A) – (C)	You must first submit all dispute and controversies arising under the Development Agreement to our management and make every effort to resolve the dispute internally. At our option, all claims or disputes arising out of the Development Agreement must be submitted to non-binding mediation, which will take place at our then-current headquarters. If the matter is mediated, the parties will split the mediator's fees and bear all of their other respective costs of the mediation. Except for our right to seek injunctive relief in any court of competent jurisdiction and as otherwise described above, any claim arising out of or relating to the Development Agreement or the relationship of the parties, and any controversy regarding the establishment of the fair market value of assets of the Studio will be resolved in binding arbitration before a single arbitrator in Orange County, California (subject to applicable state law).

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PROVISION	SECTION IN DEVELOPMENT AGREEMENT OR OTHER AGREEMENTS	SUMMARY
v. Choice of forum	Section 22(A)	Any action that is not subject to arbitration must be brought in state or federal court in Orange County, California (subject to applicable state law).
w. Choice of law	Section 21(A)	The Development Agreement is governed by the laws of the State of California without reference to this state's conflict of laws principles (subject to state law), except that any disputes or actions involving any non-competition covenants set forth in any agreement with us, including the interpretation and enforcement thereof, must be governed by the law of the state where the Studio is located. (subject to applicable state law)

Applicable state law may require additional disclosures related to the information in this Disclosure Document. These additional disclosures appear in **Exhibit G**, entitled State Specific Addenda, to this Disclosure Document.

ITEM 18
PUBLIC FIGURES

We do not currently use any public figure or personality to promote the franchise.

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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.

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BACKGROUND

This Item 19 discloses the historical financial information regarding the Studios over the measurement period commencing October 1, 2017 and ending September 30, 2018 (the "Measurement Period"). Specifically, the Chart below first discloses the average and median "Gross Sales" generated amongst the franchised and affiliate-owned Studios, respectively, that were (a) open and operating over that entire Measurement Period, (b) were open and operating without any assignment or transfer of ownership for a period of 18 months ending September 30, 2018 (the "Disclosed Studios").

For purposes of this Item, we will refer to (a) Disclosed Studios that are owned and operated by our affiliate(s) as a "Disclosed Affiliate Studios", and (b) franchised Disclosed Studios as "Disclosed Franchised Studios"), during the Measurement Period. The final row in the Chart below discloses the average Gross Sales generated amongst the Disclosed Franchised Studios that are operated from an Authorized Location that is at least 1,500 square feet in size, which is what we expect you to locate and secure consistent our standard franchise offering and the Approved Services and Approved Products you will be offering and providing at your franchised Studio.

Of the 493 Studios that were open and operating as of September 30, 2018, we excluded 138 Studios because they were not open and operating without any ownership change or assignment for 18 months as of September 30, 2018. Written substantiation of the data used in preparing this information will be made available upon reasonable request, but please note that this information was provided to us by the respective owners of the Representative Studios (except for the company-owned Studios). We have not audited this information or independently verified this information.

Some Studios have sold this amount. Your individual results may differ. There is no assurance that you'll sell as much.

It is important that you review the Explanatory Notes and General Notes at the end of this Item 19, including those notes that may disclose actual or potential differences between the operation of one (1) or more of the Disclosed Studios and the operation of a new Franchised Business, as part of your evaluation of our franchise offering.

AVERAGE GROSS SALES GENERATED OVER THE MEASUREMENT PERIOD AMONGST CERTAIN SUBSETS OF THE DISCLOSED STUDIOS

	Average Gross Sales[1,2]	Number of Studios in Subset[3,4]	Number of Studios in Subset that Met or Exceeded Average[2]
Disclosed Affiliate Studios	$367,999	13	6 (or 46%)
Disclosed Franchised Studios	$320,571	342	138 (or 40%)
Disclosed Franchised Studios operated from a Premises that is at least 1,500 square feet in size	$341,534	210	87 (or 41%)

Explanatory Notes to the Table Above

1. *Gross Sales*. The term "Gross Sales" means the total revenue generated by each Disclosed Studio over the Measurement Period, including all revenue generated from classes, memberships and/or retail sales. Gross Sales may not include certain income that each Representative Studio may have generated from third-party vendors such as Groupon by virtue of promotions ran by the Disclosed Studios through those third-party vendors because these vendors were not able to provide us with the full reports detailing the income at issue as of the Issue Date of this Disclosure Document.

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2. *Average Gross Sales.* The "Average Gross Sales" amongst each subset of the Disclosed Studios over the Measurement Period is calculated by (a) taking the sum of all Gross Sales generated by the Disclosed Studios comprising that subset, and (b) dividing that by the total number of Studios in that subset.

3. *Median Gross Sales.* The "Median Gross Sales" amongst each subset of the Disclosed Studios is determined by (a) ordering the Disclosed Studios in that subset from highest to lowest Gross Sales over the Measurement Period, and (b) taking the middle value (i.e., the Gross Sales of the 7th Disclosed Affiliate Studio in that arrangement when determining the median amongst the Disclosed Affiliate Studios over the Measurement Period). The Median Gross Sales over the Measurement Period was: (i) $346,341 amongst the Disclosed Affiliate Studios; (ii) $284,222 amongst the Disclosed Franchised Studios; and (iii) $302,493 amongst the Disclosed Franchised Studios operated from a Premises at least 1,500 square feet in size.

4. *Highest Gross Sales by Subset.* The highest Gross Sales reported over the Measurement Period was: (i) $686,283 amongst the Disclosed Affiliate Studios; (ii) $1,004,820 amongst the Disclosed Franchised Studios; and (iii) $1,004,820 amongst the Disclosed Franchised Studios operated from a Premises at least 1,500 square feet in size.

5. *Lowest Gross Sales by Subset.* The lowest Gross Sales reported over the Measurement Period was: (i) $162,458 amongst the Disclosed Affiliate Studios; (ii) $77,333 amongst the Disclosed Franchised Studios; and (iii) $114,364 amongst the Disclosed Franchised Studios operated from a Premises at least 1,500 square feet in size.

Notes Regarding the Disclosed Studios and Item 19 Generally

1. Your results may vary upon the location of your Franchised Business. Your results may also vary because you will be establishing and operating a start-up business.

2. The analysis above in this Item does not contain complete information concerning the operating costs and expenses that you will incur in operating your Franchised Business. Operating costs and expenses may vary substantially from business to business.

3. The figures provided in this Item exclude certain tax liabilities for which you will be responsible.

4. The figures disclosed in this Item do not include all the professional fees or other administrative expenses that you might incur in connection with opening and commencing operations of your Franchised Business, including legal and accounting fees.

5. Interest expense, interest income, depreciation, amortization and other income or expenses will vary substantially from business to business, depending on the amount and kind of financing you obtain to establish your Franchised Business. You should consult with your tax advisor regarding depreciation and amortization schedules and the period over which assets of your Franchised Business may be amortized or depreciated, as well as the effect, if any, of any recent or proposed tax legislation. Please note that the figures set forth in this Item 19 do not involve any depreciation or amortization.

6. Expenses and costs, as well as the actual accounting and operational methods employed by a franchisee, may significantly impact profits realized in any particular operation. The revenues and expenses of your business will be directly affected by many factors, such as: (a) your Designated Territory's geographic location and population demographics; (b) advertising effectiveness based on market saturation; (c) whether you operate the business personally or hire a third party to serve as your Designated Manager; (d) your product and service pricing; (e) vendor prices on materials,

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supplies and inventory; (f) personnel salaries and benefits (life and health insurance, etc.); (g) insurance costs; (h) weather conditions; (i) ability to generate customers; (j) customer loyalty; (k) employment conditions in the market; and (l) the efforts you and your personnel put into your Franchised Business.

7. We suggest strongly that you consult your financial advisor or personal accountant concerning financial projections and federal, state and local income taxes and any other applicable taxes that you may incur in operating a Franchised Business.

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 Studio, 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 our management by contacting Sarah Luna, c/o PB Franchising, LLC, 17877 Von Karman Ave., Suite 100, Irvine, California 92614, and at (949) 346-9794.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

TABLE 1
SYSTEMWIDE OUTLET SUMMARY
FOR YEARS 2015 TO 2017

OUTLET TYPE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS AT THE END OF THE YEAR	NET CHANGE
FRANCHISED	2015	265	343	+78
	2016	343	420	+77
	2017	420	459	+39
COMPANY-OWNED	2015	14	14	0
	2016	14	14	0
	2017	14	13	-1
TOTAL OUTLETS	**2015**	**279**	**357**	**+78**
	2016	**357**	**434**	**+77**
	2017	**434**	**472**	**+38**

TABLE 2
TRANSFER OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN PB FRANCHISING, LLC)
FOR THE YEARS 2015 TO 2017

STATE	YEAR	NUMBER OF TRANSFERS
Alabama	2015	2
	2016	2
	2017	1

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STATE	YEAR	NUMBER OF TRANSFERS
Arizona	2015	0
	2016	0
	2016	1
California	2015	2
	2016	5
	2017	4
Colorado	2015	0
	2016	0
	2017	1
Florida	2015	2
	2016	2
	2017	6
Georgia	2015	3
	2016	4
	2017	3
Illinois	2015	0
	2016	5
	2017	4
Indiana	2015	0
	2016	0
	2017	1
Louisiana	2015	0
	2016	0
	2017	0
Massachusetts	2015	0
	2016	0
	2017	3
Michigan	2015	0
	2016	2
	2017	1
Minnesota	2015	1
	2016	0
	2017	0
Mississippi	2015	0
	2016	1
	2017	0
Montana	2015	0

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STATE	YEAR	NUMBER OF TRANSFERS
	2016	0
	2017	1
Missouri	2015	0
	2016	0
	2017	1
Nebraska	2015	0
	2016	0
	2017	1
New York	2015	0
	2016	1
	2017	0
Ohio	2015	1
	2016	2
	2017	0
Oregon	2015	0
	2016	0
	2017	1
Pennsylvania	2015	0
	2016	1
	2017	0
South Carolina	2015	0
	2016	0
	2017	2
Tennessee	2015	1
	2016	3
	2017	0
Texas	2015	0
	2016	0
	2017	6
Wisconsin	2015	0
	2016	0
	2017	1
TOTALS	**2015**	**12**
	2016	**28**
	2017	**38**

TABLE 3
STATUS OF FRANCHISED OUTLETS

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FOR YEARS 2015 TO 2017

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	2015	10	1	0	0	0	0	11
	2016	11	0	0	0	0	0	11
	2017	11	1	0	0	0	0	12
Alaska	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
	2017	0	1	0	0	0	0	1
Arizona	2015	5	3	0	0	0	0	8
	2016	8	1	0	0	0	0	9
	2017	9	0	0	0	0	0	9
Arkansas	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
California	2015	27	9	0	0	0	0	36
	2016	36	6	0	0	0	0	42
	2017	42	2	0	0	0	1	43
Colorado	2015	10	0	0	0	0	0	10
	2016	10	1	0	0	0	0	11
	2017	11	3	0	0	0	0	14
Connecticut	2015	4	0	0	0	0	0	4
	2016	4	1	0	0	0	0	5
	2017	5	1	0	0	0	0	6
Delaware	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
District of Columbia	2015	2	1	0	0	0	0	3
	2016	3	0	0	0	0	0	3
	2017	3	0	0	0	0	0	3
Florida	2015	22	7	0	0	0	0	29
	2016	29	5	1	0	0	0	33
	2017	33	5	0	0	0	0	38
Georgia	2015	15	5	0	0	0	0	20
	2016	20	4	0	0	0	0	24
	2017	24	1	0	0	0	0	25
Hawaii	2015	0	1	0	0	0	0	1
	2016	1	1	0	0	0	0	2
	2017	2	0	0	0	0	0	2
Idaho	2015	1	1	0	0	0	0	2
	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
Illinois	2015	11	1	0	0	0	0	12
	2016	12	5	0	0	0	0	17
	2017	17	2	0	0	0	0	19
Indiana	2015	2	2	0	0	0	0	4
	2016	4	0	0	0	0	0	4
	2017	4	6	0	0	0	0	10
Iowa	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
	2017	0	1	0	0	0	0	1
Kansas	2015	1	1	0	0	0	0	2
	2016	2	0	0	0	0	0	2

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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
	2017	2	1	0	0	0	0	3
Kentucky	2015	5	0	0	0	0	0	5
	2016	5	1	0	0	0	0	6
	2017	6	0	0	0	0	0	6
Louisiana	2015	4	1	0	0	0	0	5
	2016	5	0	0	0	0	0	5
	2017	5	0	0	0	0	0	5
Maryland	2015	4	1	0	0	0	0	5
	2016	5	2	0	0	0	0	7
	2017	7	1	0	0	0	0	8
Massachusetts	2015	8	1	0	0	0	0	9
	2016	9	3	0	0	0	0	12
	2017	12	1	0	0	0	0	13
Michigan	2015	7	1	0	0	0	0	8
	2016	8	4	0	0	0	0	12
	2017	12	2	0	0	0	0	14
Minnesota	2015	2	2	0	0	0	0	4
	2016	4	3	0	0	0	0	7
	2017	7	1	0	0	0	0	8
Mississippi	2015	4	2	0	0	0	0	6
	2016	6	0	0	0	0	0	6
	2017	6	0	0	0	0	0	6
Missouri	2015	2	3	0	0	0	0	5
	2016	5	1	0	0	0	0	6
	2017	6	0	0	0	0	0	6
Montana	2015	2	0	0	0	0	0	2
	2016	2	0	0	0	0	0	2
	2017	2	1	0	0	0	0	3
Nebraska	2015	2	1	0	0	0	0	3
	2016	3	0	0	0	0	0	3
	2017	3	0	0	0	0	0	3
Nevada	2015	1	1	0	0	0	0	2
	2016	2	1	0	0	0	0	3
	2017	3	1	0	0	0	0	4
New Hampshire	2015	0	1	0	0	0	0	1
	2016	1	1	0	0	0	0	2
	2017	2	1	0	0	0	0	3
New Jersey	2015	5	4	0	0	0	0	9
	2016	9	3	0	0	0	0	12
	2017	12	0	0	0	0	0	12
New Mexico	2015	0	0	0	0	0	0	0
	2016	0	1	0	0	0	0	1
	2017	1	0	0	0	0	1	0
New York	2015	8	5	0	0	0	0	13
	2016	13	4	0	0	0	0	17
	2017	17	1	0	0	0	1	17
North Carolina	2015	14	2	0	0	0	0	16
	2016	16	6	0	0	0	0	22
	2017	22	0	0	0	0	0	22
Ohio	2015	10	2	0	0	0	0	12
	2016	12	3	0	0	0	0	15
	2017	15	1	0	0	0	0	16

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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
Oklahoma	2015	2	0	0	0	0	0	2
	2016	2	2	0	0	0	0	4
	2017	4	1	0	0	0	0	5
Oregon	2015	3	0	0	0	0	0	3
	2016	3	0	0	0	0	0	3
	2017	3	0	0	0	0	1	2
Pennsylvania	2015	7	2	0	0	0	0	9
	2016	9	3	0	0	0	0	12
	2017	12	1	0	0	0	0	13
Rhode Island	2015	2	0	0	0	0	0	2
	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
South Carolina	2015	9	1	0	0	0	0	10
	2016	10	1	0	0	0	0	11
	2017	11	1	0	0	0	0	12
Tennessee	2015	9	1	0	0	0	0	10
	2016	10	4	0	0	0	0	14
	2017	14	0	0	0	0	0	14
Texas	2015	21	7	0	0	0	0	28
	2016	28	7	0	0	0	0	35
	2017	35	6	0	0	0	3	38
Utah	2015	2	0	0	0	0	0	2
	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
Vermont	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
Virginia	2015	11	4	0	0	0	0	15
	2016	15	4	0	0	0	0	19
	2017	19	2	0	0	0	0	21
Washington	2015	7	1	0	0	0	0	8
	2016	8	0	0	0	0	0	8
	2017	8	0	0	0	0	0	8
Wisconsin	2015	1	3	0	0	0	0	4
	2016	4	0	0	0	0	0	4
	2017	4	1	0	0	0	0	5
TOTALS	**2015**	**265**	**78**	**0**	**0**	**0**	**0**	**343**
	2016	**343**	**78**	**1**	**0**	**0**	**0**	**420**
	2017	**420**	**46**	**0**	**0**	**0**	**7**	**459**

TABLE 4
STATUS OF COMPANY-OWNED OUTLETS
FOR YEARS 2015 TO 2017

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	OUTLETS REACQUIRED FROM FRANCHISEES	OUTLETS CLOSED	OUTLETS SOLD TO FRANCHISEES	OUTLETS AT END OF THE YEAR
California	2015	1	0	0	0	0	1

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STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	OUTLETS REACQUIRED FROM FRANCHISEES	OUTLETS CLOSED	OUTLETS SOLD TO FRANCHISEES	OUTLETS AT END OF THE YEAR
	2016	1	0	0	0	0	1
	2017	1	0	0	0	0	1
Florida	2015	3	0	0	0	0	3
	2016	3	0	0	0	0	3
	2017	3	0	0	0	0	3
Illinois	2015	1	0	0	0	0	1
	2016	1	0	0	0	0	1
	2017	1	0	0	0	0	1
Massachusetts	2015	2	0	0	0	0	2
	2016	2	0	0	0	0	2
	2017	2	0	0	0	0	2
New Jersey	2015	1	0	0	0	0	1
	2016	1	0	0	0	0	1
	2017	1	0	0	0	0	1
New York	2015	5	0	0	0	0	5
	2016	5	0	0	0	0	5
	2017	5	0	0	0	0	5
Texas	2015	1	0	0	0	0	1
	2016	1	0	0	0	0	1
	2017	1	0	0	0	1	0
TOTALS	**2015**	**14**	**0**	**0**	**0**	**0**	**14**
	2016	**14**	**0**	**0**	**0**	**0**	**14**
	2017	**14**	**0**	**0**	**0**	**1**	**13**

TABLE 5
PROJECTED OPENINGS AS OF DECEMBER 31, 2017

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
Arkansas	1	1	0
California	3	4	0

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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
Colorado	1	1	0
Connecticut	1	1	0
Florida	2	2	0
Georgia	0	1	0
Hawaii	1	1	0
Idaho	1	1	0
Illinois	3	3	0
Indiana	2	2	0
Iowa	1	1	0
Louisiana	1	1	0
Maine	1	1	0
Maryland	3	5	0
Massachusetts	2	4	0
Michigan	3	3	0
Minnesota	1	1	0
New Jersey	3	3	0
New Mexico	0	1	0
New York	4	5	0
North Dakota	1	2	0
Ohio	1	1	0
Pennsylvania	2	3	0
South Carolina	1	1	0
Tennessee	1	1	0
Texas	4	6	0
Virginia	1	3	0
Washington	1	2	0
TOTALS	**46**	**61**	**0**

A list of the names, addresses and telephone numbers of our current franchisees as of the original issuance date of this Disclosure Document, as well as a list of the names, addresses and telephone numbers of our franchisees who have had a franchise terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the issuance date of this franchise disclosure document, are attached as **Exhibit H**. We do not currently have any franchisee or former franchisee information to disclose.

If you buy the franchise offered in this disclosure document, your contact information may be disclosed to other buyers when you leave the franchise system.

In the last three fiscal years, we have not required franchisees to enter into any confidentiality agreements that restrict their ability to speak openly about their experience with our franchise system.

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There are no trademark-specific franchisee organizations.

ITEM 21
FINANCIAL STATEMENTS

Exhibit C contains our: (a) audited balance sheets as of December 31, 2017, December 31, 2016, and December 31, 2015 and the related statements of operations, of member's equity and of cash flows for the fiscal years ended December 31, 2017, December 31, 2016, and December 31, 2015; and (b) unaudited balance sheet as of August 30, 2018 and unaudited profit and loss statement for the period beginning January 1, 2018 and ending August 30, 2018. Our fiscal year end is December 31.

ITEM 22
CONTRACTS

The following agreements are attached to this Disclosure Document:

Exhibit A	Franchise Agreement and Exhibits
	Exhibit 1 Authorized Location Addendum
	Exhibit 2 Electronic Funds Transfer Agreement
	Exhibit 3 Electronic Debit Authorization
	Exhibit 4 Guarantee
	Exhibit 5 Addendum to Lease
Exhibit D	Statement of Prospective Franchisee
Exhibit F	Form of General Release
Exhibit G	State Specific Addenda
Exhibit I	Development Agreement

ITEM 23
RECEIPTS

Exhibit J to this Franchise Disclosure Document contains a detachable document, in duplicate, acknowledging receipt of this Franchise Disclosure Document by a prospective franchisee. You should sign both copies of the Receipt. You should retain one signed copy for your records and return the other signed copy to our President at the following address: Sarah Luna at PB Franchising, LLC, 17877 Von Karman Ave., Suite 100, Irvine, California 92614, and at (949) 346-9794.

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Exhibit A
To Franchise Disclosure Document

FRANCHISE AGREEMENT AND RELATED EXHIBITS

FRANCHISE AGREEMENT AND RELATED EXHIBITS

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EXHIBITS

EXHIBIT 1	AUTHORIZED LOCATION ADDENDUM
EXHIBIT 2	ELECTRONIC FUNDS TRANSFER AGREEMENT
EXHIBIT 3	ELECTRONIC DEBIT AUTHORIZATION
EXHIBIT 4	GUARANTEE, INDEMNIFICATION AND ACKNOWLEDGEMENT
EXHIBIT 5	ADDENDUM TO LEASE

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PB FRANCHISING, LLC
FRANCHISE AGREEMENT

In a number of places in this Franchise Agreement, you are asked to initial certain items to show that they have been fully discussed with you, and read, understood and agreed to by you. Initialing those areas does not lessen the importance of other areas or mean they are not fully enforceable.

This Pure Barre Franchise Agreement (this "Agreement") is entered into as of the ____ day of _____, 20___ between: (i) PB Franchising, LLC, a Delaware limited liability company, doing business as "Pure Barre" ("Franchisor") and (ii) _____, or his/her/their assignee, if a partnership, corporation or limited liability company is later formed ("Franchisee"), upon the following terms, conditions, covenants and agreements:

RECITALS

A. Franchisor and/or its affiliates own and have developed and administers a system and franchise opportunity, including various fitness and exercise techniques and methods, trade secrets, copyrights, confidential and proprietary information and other intellectual property rights (collectively, the "System") for the establishment and operation of fitness training studios (each, a "Studio"), which operate utilizing Franchisor's then-current proprietary trademarks, service marks, trade names, logos, taglines that Franchisor designates and has the right to supplement, substitute and/or otherwise modify from time to time (collectively, the "Marks").

B. The System includes the Marks and trade secrets, proprietary methods and information and procedures for the establishment and operation of Pure Barre Studios, including, without limitation, confidential manuals (collectively, the "Manual"), training methods, fitness equipment, furniture and fixtures, marketing, advertising and sales promotions, cost controls, accounting and reporting procedures, personnel management, distinctive interior design and display procedures, Marks and other indicators of source such as color schemes and décor that are used in a typical Studio (collectively, the "Trade Dress").

C. Franchisor grants to qualified persons who are willing to undertake the required investment and effort, a franchise to own and operate a Pure Barre Studio offering: (i) fitness classes focusing on barre-related exercises, as well as other services that Franchisor designates from time to time (collectively, the "Approved Services"); and (ii) certain merchandise and other products Franchisor authorizes for sale in conjunction with the Approved Services and Studio operations (collectively, the "Approved Products"), all while utilizing the System and Marks.

D. Franchisee desires to obtain a franchise to use the System and Marks in the development and operation of a Studio at the location specified in this Agreement (the "Franchised Business" or "Studio").

E. Franchisee has independently investigated the business contemplated by this Agreement, and recognizes that the nature of the business may change over time, that an investment in a franchised Studio involves business risks, and that the venture's success depends primarily upon Franchisee's business abilities and efforts.

NOW, THEREFORE, in consideration of the foregoing, the fees and other sums payable by Franchisee and of the mutual covenants contained in this Agreement, the parties agree as follows:

1. GRANT OF FRANCHISE; LOCATION

1.1 **Grant**. Franchisee represents and agrees at all times to faithfully, honestly and diligently perform its obligations under this Agreement and to use Franchisee's best efforts to promote the then-current Approved Services, Approved Products and the Franchised Business. In material reliance on the foregoing representation and agreement, Franchisor grants to Franchisee the non-exclusive right and license to:

A. Establish and operate a single Studio utilizing only the System and the Marks, at a location that has been authorized by Franchisor (the "Authorized Location"), in accordance with the provisions and for the term specified in this Agreement;

B. Use only the Marks of Franchisor under the terms of this Agreement to identify and promote the Studio offered hereunder; and

C. Use the proprietary fitness and exercise methods and know-how, as set forth periodically in Franchisor's operations manual, other manuals, training programs, or otherwise communicated to Franchisee

1.2 **Site Approval Process**. Franchisor will, as it determines appropriate, assist Franchisee in connection with site selection by: (i) providing Franchisee with its then-current site selection criteria, to the extent such criteria has been reduced to writing; and (ii) providing Franchisee with access to a local real estate broker that is familiar with Franchisor's confidential site evaluation criteria, to the extent Franchisor has established relationships with such brokers in or around the Designated Market Area (as defined in Section 1.3 below). Franchisor will use commercially reasonable efforts to approve or reject a proposal for an Authorized Location within 30 days of the date Franchisor receives all reasonably-requested information regarding the proposed site. Franchisor's approval of the proposed site shall be deemed to be a binding addendum to this Agreement upon Franchisor and Franchisee's execution of Exhibit 1, which is attached hereto and incorporated herein by reference, and which will set forth the Authorized Location. Franchisor agrees not to unreasonably withhold approval of a site that meets its site criteria. Franchisee acknowledges that Franchisor's approval of a proposed site is permission only and not an assurance or guaranty to Franchisee of the availability, suitability or success of a location, and cannot create a liability for Franchisor. While Franchisor will provide site selection assistance as specified in Section 6.1 herein, Franchisee alone is ultimately responsible for selecting and developing an acceptable location for the Studio. Franchisee agrees to hold Franchisor harmless with respect to the selection of the Authorized Location by Franchisee. Franchisee must obtain lawful possession of an Authorized Location by lease, purchase or other method and open for regular, continuous business within six (6) months of the date that Franchisor accepts this Agreement. The opening date may be extended an additional three (3) months in certain instances, as explained in Section 2.2D, below. Franchisor has the right to terminate this Agreement if Franchisee fails to select a site for the Studio that meets Franchisor's approval, within the time period allotted above.

1.3 **Authorized Location; Designated Market Area; Designated Territory**. If the Authorized Location has not been identified at the time this Agreement is signed, Franchisee must identify a site approved by Franchisor within the following geographical area:

_____

("Designated Market Area"). Once the Authorized Location for the Studio has been identified in the Authorized Location Addendum, attached hereto as Exhibit 1, Franchisor agrees that, so long as Franchisee is in good standing, neither it nor its affiliates will operate or establish, or authorize another Pure Barre franchisee to operate or establish, a Studio using the System or Marks within a certain geographical area surrounding the Authorized Location ("Designated Territory"). The Designated Territory, if any, will be defined in Exhibit 1, hereto and the parties agree and acknowledge that, unless and until Franchisor signs off on a specific Designated Territory in Exhibit 1, Franchisee's Designated Territory will be the specific Authorized Location from which the Studio is operated.

1.4 **Rights Reserved to Franchisor**. Notwithstanding anything contained in this Agreement, Franchisor and its affiliate(s)/parent(s) hereby reserve the exclusive right to: (i) open and operate, and license third parties the right to open or operate, other Studios utilizing the Marks and System outside the Designated Territory; (ii) market, offer and sell products and services similar to those offered by the franchised business and other Studios (such as private label products that Franchisor may develop) through alternate channels of distribution, including without limitation, via the Internet and other e-commerce channels, catalog sales, direct mail or wholesale, at any location; (iii) acquire, or be acquired by, any company, including a company operating one or more businesses offering products or services similar to those offered by a Studio, located within or outside your Designated Territory, and

subsequently operate (or license a third party the right to operate) these locations; (iv) open and operate, or license third parties the right to open or operate, businesses that offer products and services similar to the franchised business under marks other than the Marks at any location; and (v) use, and license others the right to use, the Marks and System to engage in any other activity not expressly prohibited by this Agreement.

I have read Article 1, understand it, and agree to comply with each of its Sections.
Your Initials: _____ / _____

2. ACCEPTANCE BY FRANCHISEE

2.1 **Acceptance by Franchisee**. Franchisee accepts this Agreement and the license granted herein and agrees to develop and operate the Studio on the terms and conditions specified herein. Franchisee agrees to follow the System requirements in the operation of its Studio, including, without limitation, its facilities, staff, advertising, operations, and all other aspects of Franchisor's business and the System now in effect and changed periodically. Franchisee (or, if Franchisee is an entity, one of its operating principals) and its proposed Designated Manager (as defined in Section 5.5B of this Agreement) must attend and complete the appropriate initial training to Franchisor's satisfaction, as set forth in Section 6.3 of this Agreement.

2.2 **Conditions**. The rights being licensed herein are subject, without limitation, to the following conditions:

A. Franchisee's business and the Studio shall be identified only by those Marks approved in writing by Franchisor with at least one exterior sign as designated by Franchisor.

B. Concurrently, with the signing of this Agreement, Franchisee must execute a personal guaranty in the form attached hereto as Exhibit 4 ("Personal Guaranty"). In the event Franchisee is a legal entity having more than one owner, all owners, shareholders, partners, joint venturers, and any other person who directly or indirectly owns a 10% or greater interest in Franchisee (the "Owners") must execute the Personal Guaranty. Any person or entity that at any time after the date of this Agreement becomes an Owner, pursuant to Section 14 or otherwise, shall, as a condition of becoming an Owner, execute Franchisor's then-current form of Personal Guaranty.

C. Franchisee shall submit the lease for the Studio to Franchisor for its written consent before Franchisee executes the lease for the Authorized Location. The lease must contain the provisions outlined in Section 7.2 and Exhibit 5 ("Lease Addendum").

D. Franchisee agrees that it must open the Studio for regular, continuous business no later than six (6) months after this Agreement is signed by Franchisor. If, through no fault of Franchisee, the Studio has not opened after six (6) months, Franchisor may agree in writing to provide Franchisee with an additional three (3) months to open its Studio if Franchisee (a) has already secured an approved premises for its Studio, and (b) is otherwise making diligent and continuous efforts to buildout and otherwise prepare its franchised business for opening throughout the six (6) month period following the execution of this Agreement.

E. Franchisee agrees at all times to comply with the Manual, standards, operating systems, and other aspects of the System (collectively, the "System Standards") prescribed by Franchisor, which are subject to change at Franchisor's discretion.

I have read Article 2, understand it, and agree to comply with each of its Sections.
Your Initials: _____ / _____

3. TERM AND RENEWAL

3.1 **Term**. The term of this Agreement shall be for a period of ten (10) years beginning on the date this Agreement is accepted by Franchisor, unless sooner terminated under Section 15. The conditions to obtain a renewal Pure Barre franchise agreement are those stated below in Section 3.2.

3.2 **Renewal**. Unless terminated at an earlier date, upon the expiration of the initial term, Franchisee shall have the right to renew this Agreement for two (2) consecutive additional five (5) year terms, subject to satisfaction of each of the following conditions:

A. Prior to each such renewal, Franchisee shall execute Franchisor's standard form of franchise agreement being offered at the time of each such renewal. The provisions of each such renewal franchise agreement may differ from and shall supersede this Agreement in all respects, including, without limitation, changes in royalty and advertising fees, except that Franchisee shall pay the renewal fee specified in Section 3.2.F., instead of the initial franchise fee. Franchisee's failure or refusal to execute and return Franchisor's then-current standard form Franchise Agreement to Franchisor within thirty (30) days after receipt by Franchisee shall constitute Franchisee's election not to renew;

B. Franchisee shall demonstrate that it has the right to remain in possession of the Authorized Location for the duration of the renewal term, or that it has been able to secure and develop an alternative site acceptable to Franchisor;

C. In consideration of each such renewal of the franchise, Franchisee shall execute a general release in the form and substance satisfactory to Franchisor, releasing any and all claims against Franchisor and its affiliates, officers, directors, employees and agents;

D. Franchisee shall have completed or made arrangements to make, at Franchisee's expense, such renovation and modernization of the Studio, including the interior and exterior of the building, grounds, leasehold improvements, signs, furnishings, fixtures, equipment, surveillance cameras, and decor as Franchisor reasonably requires so the Studio conforms with the then-current standards and image of Franchisor;

E. Franchisee, during the term of this Agreement, shall have substantially complied with all of the provisions of this Agreement and all other agreements with Franchisor, and shall be in compliance with the Manual and with Franchisor's policies, standards and specifications on the date of the notice of renewal and at the expiration of the initial term;

F. Franchisee shall pay to Franchisor a renewal fee equal to $10,000; and

G. Franchisee shall have given Franchisor written notice of renewal no less than 90 days or more than 180 days before expiration of the initial term.

3.3 **Franchisor's Refusal to Renew Franchise**. Franchisor may refuse to renew the franchise if Franchisee is in default under this Agreement, or any other agreement with Franchisor or an affiliate of Franchisor, or if Franchisee fails to satisfy any of the foregoing conditions. Subject to the above, Franchisor will not unreasonably deny renewal of a Franchise.

3.4 **Notice of Expiration Required by Law**. If applicable law requires that Franchisor give a longer period of notice to Franchisee than herein provided prior to the expiration of the initial term or any additional term, Franchisor will give such additional required notice. If Franchisor does not give such required additional notice, this Agreement shall remain in effect on a month-to-month basis until Franchisee has received such required notice.

I have read Article 3, understand it, and agree to comply with each of its Sections.
Your Initials: _____ / _____

4. TRADEMARK STANDARDS

4.1 **Name and Ownership**. Franchisee acknowledges the validity of the Mark Pure Barre and all other Marks that now or in the future are or will be part of the System and agrees and recognizes that the Marks are the sole and exclusive property of Franchisor and/or the affiliates of Franchisor. Franchisee further acknowledges that Franchisee's right to use the Marks is derived solely from this Agreement and is limited to the conduct of a Studio pursuant to and in compliance with this Agreement and all applicable standards, specifications and operating procedures prescribed by Franchisor from time to time. Any unauthorized use of the Marks by Franchisee shall be a breach of this Agreement and an infringement of the rights of Franchisor and its affiliates. Franchisee's use of the Marks inures to the benefit of Franchisor, which owns all goodwill now and hereafter associated with the Marks. Franchisee agrees not to contest ownership or registration of the Marks. Franchisor (and/or its affiliates) owns all right, title and interest in and to the Marks, and Franchisee has and acquires hereby only the qualified license granted in this Agreement. Franchisor agrees to indemnify Franchisee from any claims, costs or fees associated with Franchisee's authorized use of the Marks in connection with the franchised business, subject to the requirement that Franchisor be immediately notified of any third party challenge to Franchisee's authorized use of any Mark under this Agreement, and Franchisor has the right to control any related litigation.

4.2 **Use**.

A. Franchisee shall not use any Mark as part of any corporate or business name with any prefix, suffix or other modifying words, terms, designs or symbols, or in any modified form. Franchisee shall display and use the Marks only in the manner and form prescribed or authorized by Franchisor and shall conduct no other business than that prescribed by Franchisor. Franchisee shall not use any other mark, name, commercial symbol or logotype in connection with the operation of the Studio and shall not market any product relating to the Studio without Franchisor's written consent, and if such consent is granted, such product must be marketed in a manner acceptable to Franchisor. Franchisor may also permit Franchisee to use from time to time other trademarks, service marks, trade names and commercial symbols as may be designated by Franchisor in writing.

B. Franchisee agrees to give such notices of trademark and service mark registrations and copyrights as Franchisor specifies and to obtain such fictitious or assumed name registrations as may be required under applicable law.

C. Franchisee is prohibited from using the Marks in advertising, promotion or otherwise, without the appropriate "©" or "®" (copyright and registration marks) or the designations "™" or "℠" (trademark and service mark), where applicable.

4.3 **Litigation**. Franchisee agrees to notify Franchisor immediately in writing if it becomes aware that any person who is not a licensee of Franchisor is using or infringing upon any of the Marks. Franchisee may not communicate with any person other than Franchisor and its counsel in connection with any such use or infringement. Franchisor will have discretion to determine what steps, if any, are to be taken in any instance of unauthorized use or infringement of any of its Marks and will have complete control of any litigation or settlement in connection with any claim of an infringement or unfair competition or unauthorized use with respect to the Marks. Franchisee will execute any and all instruments and documents and will assist and cooperate with any suit or other action undertaken by Franchisor with respect to such unauthorized use or infringement such as by giving testimony or furnishing documents or other evidence. Franchisor will be responsible for legal expenses incurred by Franchisor in connection with any litigation or other legal proceeding involving such third party. Franchisor

shall not be liable for any legal expenses of Franchisee unless (a) pre-approved in writing by Franchisor in its discretion, and (b) the action proceeds or arises out of Franchisees authorized use of the Marks hereunder.

4.4 **Modification, Discontinuance or Substitution**. Franchisor reserves the right, if necessary in Franchisor's sole judgment, to change the principal Mark(s) of the System on a national or regional basis, and upon reasonable notice, Franchisee shall at its expense adopt a new principal Mark(s) designated by Franchisor to identify the Studio. Franchisor shall have no liability or obligation whatsoever with respect to Franchisee's change of any Mark.

4.5 **Franchisor's Revenues**. Franchisor and its affiliates may offer to sell to Franchisee at a reasonable profit various goods and services, and reserve the right to receive fees or other consideration in connection with sales promotion and advertising programs associated with the Marks or from System vendors.

I have read Article 4, understand it, and agree to comply with each of its Sections.
Your Initials: _____ / _____

5. FEES

5.1 **Initial Franchise Fee.** Franchisee agrees to pay Franchisor an initial franchise fee in the sum of Sixty Thousand Dollars ($60,000) for a single Studio upon execution of this Agreement (the "Initial Franchise Fee") in the form of a cashier's check or bank wire. The Initial Franchise Fee shall be fully earned by Franchisor upon payment and is not refundable under any circumstance.

5.2 **Royalty Fee**. Beginning on the day the Studio starts generating revenue from its business operations, and continuing during the Term of this Agreement, Franchisee agrees to pay Franchisor, weekly, without setoff, credit or deduction of any nature, a royalty fee equal to seven percent (7%) of the Gross Sales (as that term is defined in Section 5.3, below) generated by the Studio over the immediately preceding week (the "Royalty" or "Royalty Fee").

5.3 **Gross Sales**. Gross Sales means the total revenue generated by the Studio, including all revenue generated from the sale and provision of any and all gift cards and other approved products and services at or through the Studio and all proceeds from any business interruption insurance related to the non-operation of the Studio, whether such revenues are evidenced by cash, check, credit, charge, account, barter or exchange. "Gross Sales" does not include (a) any sales tax and equivalent taxes that are collected by Franchisee for or on behalf of any governmental taxing authority and paid thereto, or (b) the value of any allowance issued or granted to any client of the Studio that is credited in good faith by Franchisee in full or partial satisfaction of the price of the approved products or services offered in connection with the Studio.

5.4 **Initial FFE Package; Opening Inventory Package.**

A. Prior to opening the Studio governed by this Agreement, Franchisee must purchase: (i) an initial package of furniture, fixtures and equipment that is designed to provide Franchisee with certain items needed in connection with outfitting, equipping and otherwise building out the Studio (the "Initial FFE Package"); and (ii) opening inventory comprised of certain branded and other inventory that may be resold at the Studio (the "Opening Inventory Package"). Over the term of this Agreement, Franchisee will be responsible for (a) maintaining and/or replacing the items comprising the Initial FFE Package, and (b) maintaining certain levels of inventory with respect to those items comprising the Opening Inventory Package, as set forth more fully in this Agreement.

B. Franchisee further agrees to install at its expense and use the studio management software that Franchisor designates, which may be used for functions such as membership accounting, cost control, point of

sale ("POS") and inventory control systems, and acquire such software from the supplier Franchisor that designates. The designated or approved supplier(s) for these services will be updated in the Manuals as changes are made. Over the term of this Agreement, Franchisee will also be required to pay Franchisor's then-current designated provider for the software that Franchisor prescribes for use in connection with the Studio (each, a "Software Fee"), which may be modified upon reasonable written notice to Franchisee.

5.5 **Fund Contribution.** Franchisor has established a creative brand fund to promote the System, Marks and the brand generally (the "Fund"). Franchisee may be required by Franchisor to contribute an amount to the Fund equal to up to two percent (2%) of the Gross Sales of the Franchised Business (the "Fund Contribution"), commencing once the Studio opens for operations or is required to be opened for operations hereunder. The Fund Contribution will be paid in the same manner and at the same interval that the Royalty Fee is collected (based on the Gross Sales of the Studio over the immediately preceding reporting period).

5.6 **Technology Fee.** Franchisor reserves the right to charge Franchisee its then-current technology fee (the "Technology Fee") as consideration for certain technology-related services that Franchisor may determine to pay for all or some portion of as part of the System, which may include: (a) website development and hosting, (b) establishing a System-wide intranet or other type of website portal for the System (a "Website Portal") of any kind, (c) proprietary or customized software licensed by Franchisor or its affiliates to assist with the day-to-day operations of the Studio, and/or (d) any other technology that Franchisor determines appropriate, in its discretion, for use in connection with your franchised business and determines to provide as part of the Technology Fee. Franchisor may establish, commence implementing and modify the Technology Fee upon thirty (30) days' written notice to Franchisee.

5.7 **Training-Related Fees.**

A. *Generally.* As described more fully in this Agreement, Franchisee and certain of its personnel will: (i) be required to attend and complete certain initial training before the Studio can open for operations, as well as certain ongoing training, as described more fully in Section 6 of this Agreement; and (ii) if and as Franchisor determines necessary and appropriate in its discretion, be required to participate in certain kinds of training or on-site assistance, subject to the availability of Franchisor's training personnel. While certain initial and ongoing training will be provided by Franchisor without charging any kind of training fee, Franchisee (or its personnel) will be responsible for ensuring Franchisor receives its then-current training fee, as applicable and set forth more fully below, in connection with any training that Franchisor provides hereunder that involves such a fee.

B. *Pure Barre Classic Training for Initial and New Instructors.* As described more fully in Section 6.3(A)(2) below, all instructors authorized to provide the Approved Services at the Studio are required to: (i) complete Franchisor's then-current Pure Barre Classic Training, subject to the conditions set forth in Section 6, at one of Franchisor's corporate headquarters or other designated corporate training locations (each, a "Corporate Training Location"); and (ii) pay the then-current training fee associated with attending Pure Barre Classic Training. Franchisee agrees and acknowledges that Franchisee: (i) must have at least seven (7) Authorized Instructors engaged to provide the Approved Services to commence operations of the Studio, and maintain sufficient Authorized Instructor staffing throughout the term of this Agreement; and (ii) pay Franchisor's then-current training fee for Pure Barre Classic Training for all initial Authorized Instructors prior to opening, as well as all new and replacement instructors that Franchisee engages in its discretion prior to said individuals attending the required training, and cover all costs and expenses associated with sending each prospective Authorized Instructor to the Corporate Training Location to attend such training.

C. *Additional Instructor Training.* Within one (1) year of the date an Authorized Instructor completes the Pure Barre Classic Training, Franchisee must ensure that: (i) Authorized Instructor completes Franchisor's then-current advanced training for a period of typically two (2) to three (3) days that Franchisor may provide remotely and/or at any Corporate Training Location, as Franchisor determines appropriate in its discretion

(the "Additional Instructor Training"); (ii) Franchisee pays Franchisor its then-current Training Fee for such Additional Instructor Training for each Authorized Instructor that attends such training.

D. *Other Additional Training and Remedial Training.* In addition to the instructor-related Training Fees above, Franchisor reserves the right to charge its then-current training fee in connection with: (i) any non-remote or supplemental training that Franchisee requests Franchisor provide in connection with this Agreement, regardless of location; (ii) any training or assistance that Franchisor provides on-site at the Authorized Location; and (iii) any training that Franchisee is required to complete as part of curing a default or violation of this Agreement, including without limitation, any failure to operate the Studio in accordance with the Manuals (collectively, "Remedial Training").

5.8 **Other Amounts Due in Connection with Franchised Business.** Franchisee will also be responsible for timely payment of any other required fees or amounts necessary to purchase marketing materials, inventory or other supplies from Franchisor or its affiliates described in this Agreement.

5.9 **Electronic Transfer; Right to Modify Collection Interval.**

A. The Royalty Fee, Fund Contribution as well as any other fees owed to Franchisor or its affiliates under this Section 5 or otherwise in connection with the franchised business, will be automatically debited from Franchisee's point-of-sale operating account administered by the designated supplier of point-of-sale services on a weekly basis throughout the Term, unless Franchisor provides reasonable written notice that Franchisor is modifying the collection interval (*e.g.*, notifying Franchisee that Franchisor will be collecting Royalty Fee, Fund Contribution and other recurring amounts due on a monthly rather than weekly basis, with such monthly fees based on the Gross Sales of the Studio over the preceding calendar month).

B. All amounts due to Franchisor for the purchase of products, services or otherwise are due upon receipt of an invoice from Franchisor. Any payment or report not actually received by Franchisor on or before the due date is overdue.

C. Franchisee agrees to complete and execute an "Electronic Funds Transfer Agreement" (attached as Exhibit 2 to this Agreement) and any other form, including, without limitation, an "Electronic Debit Authorization" (attached as Exhibit 3 to this Agreement) for the purpose of authorizing an electronic debit, and to submit any information required by Franchisor for such authorization.

D. Franchisee is required to use only the POS system provided by the designated supplier and will pay the designated provider directly for all fees associated with the use of the designated provider's software. Franchisee is not allowed to use an unapproved external terminal to process transactions.

5.10 **Interest and Late Charges**. Amounts due to Franchisor (except interest on unpaid amounts due) not paid when due shall bear interest from the date due until paid at the lesser of one and one-half percent (1.5%) per month, or the highest rate of interest allowed by law. Franchisor may also recover its reasonable attorneys' fees, costs and other expenses incurred in collecting amounts owed by Franchisee.

I have read Article 5, understand it, and agree to comply with each of its Sections.
Your Initials: _____/_____

6. FRANCHISOR SERVICES

6.1 **Site Selection and Lease Negotiations**. Although Franchisor will provide the site selection assistance described in Section 1.2 of this Agreement, Franchisee is solely responsible for locating, obtaining and evaluating

the suitability and prospects of the Studio location, for the review and negotiation of its lease, and for hiring an attorney or other advisor to review and help negotiate the lease. The Authorized Location must meet Franchisor's then-current System standards and specifications, as set forth in the Manuals or otherwise in writing by Franchisor. Franchisor reserves the right to charge a reasonable fee for performing any Franchisee-requested on-site evaluation to cover incurred expenses, including, but not limited to, travel, lodging, meals and wages. Franchisor agrees not to unreasonably withhold approval of a site that meets its site criteria, including the specific lease-related conditions described in this Agreement.

6.2 **Unit Development**. Franchisor shall consult and advise Franchisee on the proper display of the Marks, layout and design, procurement of barre and other fitness equipment, free weights and other equipment, furniture, fixtures, surveillance cameras with audio, initial inventories, recruiting personnel, and managing construction or remodeling of the Studio. After Franchisee has executed a lease for the Authorized Location, Franchisor shall deliver to Franchisee specifications and standards for building, equipment, furnishings, fixtures, surveillance cameras with audio, layout, design and signs relating to the Authorized Location and shall provide reasonable consultation in connection with the development of the Studio. Franchisee's architect must make any layout, design and specifications provided by Franchisor site-specific. Franchisee agrees to make no changes, alterations or modifications whatsoever to the selected layout and design without obtaining prior written consent from Franchisor.

6.3 **Training Requirements and Remedies.** Franchisee agrees and acknowledges that the following training obligations and requirements must be strictly complied with and adhered to at all times during the Term:

A. *Initial Training Requirements.* Prior to opening the Studio, Franchisee must ensure that: (i) Franchisee (or, if an entity, its Operating Principal) completes the appropriate model of Franchisor's initial training program that is designed for the owner and operator of the Studio (the "Owner/Operator Module"); (ii) any and all initial instructors that Franchisee wishes to have provide the Approved Services at the Studio successfully complete Instructor Training and related testing (and comply with the ongoing obligations in connection therewith), described more fully below, as required for such instructors to become a Pure Barre Instructor that is authorized to provide classes or other Approved Services at the Studio (each, an "Authorized Instructor"); and (iii) if Franchisee has engaged a Designated Manager as described more fully in Section 8.6 of this Agreement, such Designated Manager has completed the module of Franchisor's initial training program designed for this kind of manager (the "Designated Manager Module").

1. Owner and Designated Manager Training. The Owner/Operator Module and Designated Manager Module will typically be provided at one (1) of Franchisor's designated Corporate Training Location, and Franchisee will be responsible for all costs and expenses associated with the attending these modules. Franchisor will provide each of the foregoing modules to one (1) person tuition-free, provided the two (2) individuals attend at the same time prior to the opening of the Studio and subject to the schedules and availability of its training staff. Otherwise, Franchisor reserves the right to charge its then-current training fee for initial training to any other individuals that wish to attend these modules.

2. Instructor Training and Related Obligations. Franchisee must ensure that the Studio is opened and continuously operates with a sufficient number of Authorized Instructors that are permitted to provide the Approved Services to Studio clientele. Franchisee must ensure that: (i) any prospective initial, new or replacement prospective Authorized Instructor attends and completes to Franchisor's satisfaction its then-current Pure Barre Classic Training at a Corporate Training Location that Franchisor approves prior to commencing the provision of any Approved Service at the Studio; and (ii) each Authorized Instructor attend and completes Franchisor's then-current Additional Instructor Training within one (1) year of the date that Authorized Instructor completed Pure Barre Classic Training, with said training to be provided remotely and/or at a designated Corporate Training Location as Franchisor determines appropriate in its sole discretion. Any and all individuals that wish to attend Pure Barre Classic Training must execute a prescribed form of agreement wherein that individual agrees to: (i) not disclose or use the confidential or proprietary portions of the training for any competitive purpose during and

after that individual's employment with Franchisee; and (ii) not to solicit existing or prospective customers of the Franchisee's Studio during their employ or engagement with Franchisee and for a period of two (2) years thereafter. If an Authorized Instructor fails to timely complete Additional Instructor within the one (1) year period described above, or otherwise fail to timely complete any other required training hereunder, that Authorized Instructor will no longer be able to provide the Approved Services at the Studio and their "authorized" status will be deemed automatically revoked by mutual agreement of the parties until that individual completes the required training at issue.

3. Remote Instruction. Franchisor has the right to provide, and require that Franchisee, Authorized Instructors or other required trainees related to the Studio operations participate in and complete, portions of the training described in this Section that that Franchisor provides remotely via the Internet or similar learning management system that permits the Franchisor to determine whether Franchisee and/or other required trainee is actively participating in the webinar or other instruction at issue.

4. Remedies for Non-Compliance. If any of the individuals described in this Section fail to successfully complete the applicable training required by this Section before the time Franchisee is required to open the Studio hereunder, Franchisor may terminate this Agreement upon written notice to Franchisee. In the event Franchisee permits (a) anyone other than an Authorized Instructor to provide the Approved Services from the Studio, or (b) the Studio to be open and operating without an Authorized Instructor on-site at the Studio, Franchisor may default Franchisee as set forth in Section 15.1 of this Agreement. Franchisor, as part of its right to inspect and audit the operations of the franchised business on an ongoing basis, may require that Franchisee demonstrate that all required personnel have participated in and successfully completed Pure Barre Classic Training and, if appropriate, the Additional Instructor Training. If Franchisee fails to comply, Franchisor reserves the right to charge Franchisee its then-current penalty fee ("Penalty Fee") for each day that Franchisee permits anyone other than an Authorized Instructor to provide any Approved Services or related instruction in connection with the Studio.

B. *Discretionary On-Site Assistance*. Around the time the Studio is opening, Franchisor may send one (1) or more representatives to the Studio to (i) provide assistance and recommendations regarding the opening and initial operations of the Studio, and/or (ii) provide additional or refresher training associated with the Owner/Operator Module and/or Instructor Training, all as Franchisor determines appropriate in its discretion (collectively, the "Discretionary On-Site Assistance"). In the event Franchisor notifies Franchisee that it will be providing the Discretionary On-Site Assistance, such assistance typically lasts one (1) to two (2) days and Franchisee must ensure that Franchisee (or its Operating Principal), all management personnel and Authorized Instructors are in attendance at the Studio during those days.

C. *Ongoing/Refresher Training*. Franchisor may provide, and require that Franchisee as well as any of its management personnel attend, up to five (5) days of additional training each year at a training facility that Franchisor designates (without charging Franchisee any training fee as described in Section 5.7 of this Agreement). Franchisee may also request that Franchisor provide certain additional or refresher training to Franchisee, either at one (1) of Franchisor's designated training facilities or on-site at Franchisee's Studio, but Franchisor reserves the right to charge Franchisee its then-current training fee based in connection with any training that Franchisor provides at Franchisee's request. Such training will be provided subject to the availability and schedules of Franchisor's training personnel.

D. *Remedial Training*. If Franchisor determines that Franchisee is operating the franchised business in a manner that is not consistent with the terms of this Agreement or the Manuals, or if Franchisee is otherwise in material default of this Agreement, Franchisor may also require that Franchisee, its Designated Manager (if applicable) and/or certain Authorized Instructors of the Studio attend and complete up to five (5) additional days of Remedial Training at (a) Franchisor's designated training facility, (b) the Studio, or (c) other location Franchisor designates, that is designed to address the default or other non-compliance issue. Franchisor may require Franchisee and its designated trainees to pay Franchisor its then-current training fee in connection with attending Remedial Training.

E. *Costs and Expenses.* Franchisee will be responsible for the costs and expenses associated with Franchisee and its personnel attending and completing all of the training described in this Section, including without limitation, any costs related to travel, lodging, meals and (if appropriate) wages/compensation for personnel.

6.4 **Operations Manual**. Franchisor will grant Franchisee online access to an electronic version of the Manual during the term of this Agreement. The Manual is anticipated to codify existing mandatory and suggested specifications, standards and operating procedures currently prescribed by Franchisor. Franchisee acknowledges that Franchisor may from time to time revise its Systems as well as the contents of the Manual, and Franchisee agrees to comply with each new or changed standard and specification upon notice from Franchisor. The Manual shall remain the sole property of Franchisor and shall be kept confidential by Franchisee both during the Term of this Agreement and subsequent to the termination, expiration, or non-renewal of this Agreement. If Franchisee, intentionally or otherwise through its gross negligence, compromises the secure access to the online version of the Manual (or any hard copy of the Manual), including, but not limited to, allowing unauthorized users access to the Manual and its confidential contents, Franchisee will be required to pay Franchisor liquidated damages in the amount of $10,000, to compensate Franchisor for the breach and related damage to the System.

6.5 **Continuing Services**. Franchisor shall provide such continuing advisory assistance and information to Franchisee in the development and operation of the Studio as Franchisor deems advisable in its discretion. Such assistance may be provided, in Franchisor's discretion, by Franchisor's directives, System bulletins, meetings and seminars, telephone, computer, e-mail, fax, personal visits, newsletters or manuals.

6.6 **Approved Lists**. Franchisor shall provide and from time to time, add to, alter or delete, at Franchisor's discretion, lists of specifications, approved distributors and suppliers, approved services and products, including, but not limited to, fitness equipment and gear, and other materials and supplies used in the operation of the Studio. Franchisor, or an affiliate of Franchisor, may be a designated or approved supplier of certain equipment, gear, merchandise, apparel and supplies.

6.7 **Pricing.** Franchisor has developed an image that is based in part on affordable prices for fitness services offered by the System. To promote a consistent consumer experience, and to maximize the value of the products and services Studios offer, Franchisor may require fixed minimum prices for any products or services offered by the System and Franchisee. Franchisee is obligated to use the pricing required by Franchisor, unless Franchisor consents to changes in local pricing offered by Franchisee in order to (i) allow Franchisee to respond to unique, local, marketing conditions, competition, or expenses; or (ii) comply with changes or interpretations in state or federal anti-trust laws. Consistent with state or federal law, Franchisor reserves the right to change or eliminate its pricing program in the future, or to move from a required to recommended pricing structure.

6.8 **Fund.** As detailed in Section 9.1 of this Agreement, the Fund will be maintained and administered by Franchisor with, if Franchisor determines appropriate, the advice of the marketing fund committee ("MFC") to meet the costs of conducting regional and national advertising and promotional activities (including the cost of advertising campaigns, test marketing, marketing surveys, public relations activities and marketing materials) which Franchisor determines beneficial to the System.

6.9 **Grand Opening Marketing Assistance.** Franchisor will consult and advise Franchisee on the advertising, marketing and promotion for the grand opening of the Studio, as Franchisor deems appropriate in its discretion.

I have read Article 6, understand it, and agree to comply with each of its Sections.

Your Initials: _____ / _____

7. FACILITY STANDARDS, LEASE AND CONSTRUCTION

7.1 **Facility Specifications.** Franchisee's Studio shall meet the following conditions:

A. The Studio shall be laid out, designed, constructed or improved, equipped and furnished in accordance with Franchisor's standards and specifications. Equipment, furnishings, fixtures, surveillance cameras with audio, decor and signs for the Studio shall be purchased from suppliers approved or designated by Franchisor. Franchisee may remodel or alter the Studio, or change its equipment, furniture or fixtures, only with Franchisor's consent. Franchisee must obtain necessary permits, licenses and other legal or architectural requirements. The Studio shall contain or display only signage that has been specifically approved or designed by Franchisor.

B. The Studio and all fitness equipment shall be maintained in accordance with standards and specifications established by Franchisor or prescribed after inspection of the Studio. Franchisee shall promptly repair or replace defective or obsolete equipment, signage, fixtures or any other item of the interior or exterior that is in need of repair, refurbishing or redecorating in accordance with such standards established (and updated from time to time) by Franchisor or as may be required by Franchisee's lease.

C. Franchisee agrees and acknowledges that: (i) the System will evolve; (ii) the fitness industry must respond to new fads, new forms of exercise, new equipment and new training techniques; and (iii) the System must change to meet customer demands. Franchisee further understands that fitness equipment and other equipment wears out, breaks down, or becomes obsolete. Consequently, from time to time, as Franchisor requires, Franchisee must modernize and/or replace items of the Trade Dress or Studio equipment as may be necessary for the Studio to conform to the standards for new Studios. Further, Franchisee will be required to thoroughly modernize or remodel the Studio when requested by Franchisor, but no more than once every 5 years. This may include replacing fitness equipment and gear, and other updates and improvements. Franchisee acknowledges that this obligation could result in Franchisee making extensive structural changes to, and significantly remodeling and renovating the Studio, and Franchisee agrees to incur, without limitation, any capital expenditures required in order to comply with this obligation and Franchisor's requirements. Within 60 days after receiving written notice from Franchisor, Franchisee shall have plans prepared according to the standards and specifications that Franchisor prescribes and Franchisee must submit those plans to Franchisor for its approval. Franchisee agrees to complete all work according to the plans that Franchisor approves within the time period that Franchisor reasonably specifies and in accordance with this Agreement. Franchisor, or its Affiliate, will hold themselves, and the Studios they operate (if any) to the same high standard, and same frequency for replacement and renovation as is expected of Franchisee.

D. The Studio shall contain signage prominently identifying Franchisee by name as an independently owned and operated franchisee of Franchisor.

E. The Studio must have a surveillance camera with audio purchased from a designated approved supplier installed at the Studio. The camera(s) must be web accessible. The camera(s) will be used by Franchisee to monitor teacher performance, quality assurance and safety. Franchisor has an absolute right to also review and monitor the camera(s) for the same purposes as Franchisee, and to ensure compliance with the Pure Barre System. Franchisee is responsible for ensuring customer consent and for any failure to obtain such consent. Franchisee agrees to indemnify Franchisor for any breaches of privacy from Franchisee's use of any surveillance camera.

7.2 **Lease.** Franchisee is solely responsible for purchasing or leasing a suitable site for the Studio. Franchisee must utilize the retail real estate attorney designated by Franchisor in writing, either in the Manual or otherwise, to review and negotiate the lease for the Studio. Franchisee must submit the lease for the Studio to Franchisor for review before Franchisee executes the lease for the Authorized Location for purposes of confirming compliance with this Section and Franchisor's other site selection criteria.

A. Franchisor will not withhold consent arbitrarily; however, any lease must contain substantially the following provisions: (1) "The leased premises will be used only for the operation of a Pure Barre Franchise;" (2) "The employees of Franchisor will have the right to enter the leased premises to make any modifications necessary to protect the System and proprietary marks thereof;" (3) "Lessee agrees that Lessor may, upon request of Franchisor disclose to said Franchisor all reports, information or data in Lessor's possession with respect to sales made in, upon or from the leased premises;" and (4) a conditional assignment clause to be contained in a lease rider in a form approved by Franchisor, which shall provide that Franchisor (or its designee) may, upon termination, expiration, non-renewal or proposed assignment of this Agreement, at Franchisor's sole option, take an assignment of Franchisee's interest thereunder, without the consent of the Lessor or property owner, without liability for accrued obligations, payment of additional consideration or increase in rent, and at any time thereafter, reassign the lease to a new franchisee. Franchisor's execution of this Agreement is conditioned upon the (a) above-referenced lease addendum in the form attached hereto as Exhibit 5 ("Lease Addendum") or a lease that otherwise incorporates the terms of said Lease Addendum being signed by Franchisee and the landlord/lessor of the Authorized Location. Franchisee acknowledges that it has been advised to have any lease reviewed by Franchisee's own legal counsel.

B. As material consideration for Franchisor agreeing to award Franchisee or its Owners a subsequent franchise, Franchisee also hereby agrees that, to the extent Franchisee or any of its Owners has been awarded a franchise in connection with any other Studio as of the date of this Agreement (each, an "Existing Studio"), Franchise and its Owners hereby agree, represent and warrant that neither Franchisee nor any Owner or affiliate of Franchisee must not and will not exercise or attempt to enforce any provision in the lease for such Existing Studio(s) that provides the tenant with any kind of "concept exclusivity" or similar provision in an effort to prevent or otherwise affect the right of Franchisor's affiliates to open or operate, or license a third party the right to open and operate, one (1) or more of their respective fitness concepts (franchised or otherwise) within the same shopping center, strip mall, mall, outlets venue, corporate park or other dedicated shopping venue associated with the subject Premises.

7.3 **Unit Development.** Franchisee agrees that after obtaining possession of the Authorized Location, Franchisee will promptly, at Franchisee's sole expense:

A. Obtain any standard plans and/or specifications from Franchisor;

B. Employ a qualified licensed architect, as required by state or local codes, to prepare all drawings, designs, plans and specifications for the Studio, and submit same to Franchisor for review and approval prior to commencing construction;

C. Complete the construction or remodeling of the Studio in full and strict compliance with plans and specifications approved by Franchisor, and in compliance with all applicable ordinances, building codes and permit requirements;

D. Purchase or lease, in accordance with Franchisor's standards and specifications, all fitness equipment, fixtures, inventory, supplies and signs required for the Studio;

E. Hire and train the initial operating personnel according to Franchisor's standards and specifications; and

F. Complete development of and have the Studio open for business not later than six (6) months after the date that Franchisor accepts this Agreement.

7.4 **Franchisee's Responsibility.** Although Franchisor may provide Franchisee with various standard or sample plans and specifications with respect to constructing and equipping the Studio, it is Franchisee's sole responsibility to construct and equip the Studio in compliance with all applicable federal, state and local laws and

regulations, including, without limitation, all building codes, fire and safety codes, environmental laws, Occupational Safety and Health Administration laws, health laws, sanitation laws, Americans with Disabilities Act and all other requirements that may be prescribed by any federal, state or local governmental agency. Franchisee further acknowledges and agrees that Franchisee is, and will continue to be at all times during the Term, solely responsible for all employment decisions and to comply with all state, federal, and local hiring laws and functions of the Studio, including without limitation, those related to hiring, firing, training, wage and hour requirements, compensation, promotion, record-keeping, supervision, and discipline of employees, paid or unpaid, full or part-time. Franchisee's employees must be competent, conscientious, and properly trained. Franchisee acknowledges that nothing in this Agreement shall, or may be construed to, create any type of employer or joint employer relationship between (a) Franchisee or any of Franchisee's personnel, and (b) Franchisor in any matter.

I have read Article 7, understand it, and agree to comply with each of its sub-sections.
Your Initials: _____ / _____

8. STUDIO IMAGE AND OPERATING STANDARDS

8.1 **Compliance**. Franchisee acknowledges and agrees that every detail regarding the appearance and operation of the Studio is important to Franchisor, Franchisee, the System and other Pure Barre franchisees in order to maintain high and uniform operating standards, to increase demand for the classes sold by all franchisees, and to protect Franchisor's reputation and goodwill, and, accordingly, Franchisee agrees to comply strictly at all times with the requirements of this Agreement and Franchisor's standards and specifications (whether contained in the Manual or any other written or oral communication to Franchisee by Franchisor) relating to the appearance or operation of the Studio. Franchisee acknowledges that other Studios may operate under different forms of agreement with Franchisor, and that the rights and obligations of the parties to other agreements may differ from those hereunder.

8.2 **Franchisor's Right to Inspection**. To determine whether Franchisee is complying with this Agreement and Franchisor's standards and specifications, Franchisor reserves the right to supervise, determine and approve the standards of appearance, quality and service pertinent to the Studio including, without limitation, the right at any reasonable time and without prior notice to Franchisee to: (1) inspect and examine the business premises, fitness equipment, facilities and operation of the Studio in person or by web accessible surveillance cameras with audio, which are required to be installed in each classroom in the Studio; (2) interview Franchisee and Franchisee's employees, including any independent contractors; (3) interview Franchisee's members and customers, suppliers and any other person with whom Franchisee does business; (4) confer with members and staff of government agencies with authority over Franchisee about matters relevant to the Studio; and (5) use "mystery shoppers," who may pose as customers and evaluate Franchisee and Franchisee's operations.

8.3 **Personnel.** Franchisee agrees to employ in the operation of the Studio only persons of high character and ability who maintain and exhibit traits of enthusiasm, cleanliness, neatness, friendliness, honesty and loyalty, it being recognized by Franchisee that such persons are necessary in order to promote and maintain customer satisfaction and the goodwill of the System. Franchisee agrees to staff the Studio at all times with a sufficient number of qualified, competent personnel who have been trained in accordance with Franchisor's standards. Franchisee shall be considered the employer of all employees and independent contractors of the Studio. It is the sole responsibility of Franchisee to hire, discipline, discharge and establish wages, hours, benefits, employment policies and other terms and conditions of employment for its employees and independent contractors. Franchisee is responsible for obtaining its own independent legal advice regarding the employment of employees and independent contractors, and complying with any and all applicable laws pertaining thereto. Franchisor shall have no responsibility for the terms and conditions of Franchisee's relationship with Franchisee's employees and/or independent contractors. Franchisee shall engage in no discriminatory employment practices and shall in every way comply with all applicable laws, rules and regulations of federal, state and local governmental agencies,

including, without limitation, all wage-hour, civil rights, immigration, employee safety and related employment and payroll related laws. Franchisee shall make all necessary filings with, and pay all taxes and fees due to, the Internal Revenue Service and all other federal, state and local governmental agencies or entities to which filings and payments are required.

8.4 **Products and Services to be Offered for Sale.**

A. *Approved Services and Approved Products Generally.* Franchisee acknowledges that the presentation of a uniform image to the public and the offering of uniform services and products is an essential element of a successful franchise system. In order to ensure consistency, quality and uniformity throughout the System, Franchisee agrees: (i) to sell or offer for sale only the services or products that have been expressly approved for sale by Franchisor; (ii) to sell or offer for sale all services and products required by Franchisor; (iii) not to deviate from Franchisor's standards and specifications; and (iv) to discontinue selling and offering for sale any services or products that Franchisor may, in its discretion, disapprove at any time. Franchisor shall supply Franchisee with a list of suppliers from which Franchisee is required to purchase fitness equipment/accessories, products or services for the Studio. Franchisor may change this list from time to time, and upon notification to Franchisee, Franchisee shall only purchase fitness equipment/accessories, products or services from approved suppliers as specified on the changed list. Franchisor, or an affiliate of Franchisor, may be a designated or approved supplier of certain equipment, gear, merchandise, apparel and supplies. Franchisee agrees to keep the Studio and fitness equipment in clean condition, with all equipment well-maintained and operational, and be able at all times during business hours to provide members with all services and products specified by Franchisor.

B. *Required Use of Approved Suppliers.* Franchisee agrees that: (i) all exercise equipment must be purchased exclusively from approved suppliers and must be maintained according to manufacturer or Franchisor specifications, as applicable; and (ii) Franchisee must use the real estate attorney designated by Franchisor to review and negotiate the lease for the Studio. Franchisee acknowledges and agrees that Franchisor is (or may at any time in future become) an approved or designated supplier for certain fitness equipment, other equipment, products, logo items, signage and artwork, that Franchisor may derive income from the sale of such items, and that the price charged by Franchisor may reflect a profit.

C. *No Deviation or Supplement with Regards to Approved Services and/or Related Methodology.* Franchisee and those it employs must teach Pure Barre classes exactly as specified in the Manual and in other training materials provided by Franchisor. Franchisee agrees not to add any exercises, training routines, workout regimens, barre exercises or other forms of instruction that are not approved by Franchisor, and Franchisee agrees not to leave out any exercises, choreography, workout regimens, or other forms of instruction that are required by Franchisor.

D. *Non-Approved Services, Products or Suppliers.* If Franchisee proposes to offer for sale any other products, classes or services that have not been approved by Franchisor, Franchisee shall first notify Franchisor in writing and submit sufficient information, specifications and samples concerning such product, classes and/or supplier and/or service for a determination by the Franchisor whether such product, classes or supplier of service complies with the Franchisor's specifications and standards and/or whether such supplier meets the Franchisor's approved supplier criteria. Franchisor shall, within ninety (90) days, notify Franchisee in writing whether or not such proposed product, class and/or supplier or service is approved, as determined in Franchisor's discretion. Franchisor reserves the right to charge Franchisee reasonable costs in connection with Franchisor's review, evaluation and approval of alternative suppliers. These charges may include reimbursement for travel, accommodations, meal expenses, and personnel wages. Franchisor may from time to time prescribe procedures for the submission of requests for approved products and/or suppliers or services and obligations that approved suppliers must assume (which may be incorporated in a written agreement to be executed by approved suppliers). Franchisor reserves the right to revoke its approval of a previously authorized supplier, product, class or service when Franchisor determines in its discretion that such supplier, product, class or service is not meeting the specifications and standards established by Franchisor. If Franchisor modifies its list of approved products, classes

and/or suppliers and/or services, Franchisee shall not, after receipt in writing of such modification, reorder any product or utilize any supplier, product, class or service that is no longer approved.

E. *Franchisor Rights.* Franchisee acknowledges and agrees that Franchisor may sell products and services to members located anywhere, even if such products and services are similar to what Franchisor sells to Franchisee and what Franchisee offers at the Studio. Franchisor may use the internet or alternative channels of commerce to sell Pure Barre brand products and services. Franchisee may only sell the products and services from the Studio's approved location, and may only use the internet or alternative channels of commerce to offer or sell the products and services, as permitted by Franchisor, in order to register members for classes. Nothing in the foregoing shall prohibit Franchisee from obtaining members over the Internet provided Franchisee's internet presence and content comply with the requirements of this Agreement.

F. *Advertising Outside Designated Territory.* Unless Franchisor agrees otherwise, Franchisee may not actively solicit potential members or customers, or otherwise promote the franchised business through any targeted advertising/marketing, outside of the Designated Territory. Nothing in this Agreement, however, shall prohibit Franchisee from servicing members and other customers that contact Franchisee or the Studio, regardless of where those members/customers reside or work.

G. *No Unauthorized Sales of Certain Items.* Unless Franchisor directs or agrees otherwise in writing, Franchisee agrees not to sell vitamins, supplements or other nutritional products or food items, including bottled water, at the Studio.

H. *Penalty Fee.* Franchisor reserves the right to charge its then-current per day Penalty Fee for each day Franchisee offers or sells unauthorized products or services from the Studio.

8.5 **Compliance with Laws.** Franchisee agrees to comply with all federal, state and local laws, rules, and regulations and shall as soon as practicable, but in any event prior to the opening for business of the Studio, obtain all municipal and state permits, certificates or licenses necessary to operate the Studio and shall file and publish, if required by applicable law, a certificate of doing business (whether under a fictitious name or otherwise). Franchisee acknowledges and agrees that it has the sole responsibility to investigate and comply with any applicable laws in the state where the Studio is located that are specific to the operation of a health/fitness studio. For example, some states require that health/fitness facilities have a staff person available during all hours of operation that is certified in basic cardiopulmonary resuscitation or other specialized medical training. Some state or local laws may also require that health/fitness facilities have an automated external defibrillator and/or other first aid equipment on the premises. Franchisee shall operate and maintain the Studio in strict compliance with all employment laws, building codes, fire and safety codes, environmental laws, Occupational Safety and Health Administration laws, health and safety laws, sanitation laws, Americans with Disabilities Act and any other requirements that may be prescribed by any federal, state or local governmental agency. Franchisee agrees to immediately provide Franchisor with a copy of any notice received by Franchisee from any state, local or governmental agency pertaining to compliance with any codes or requirements, or the failure to comply with any codes or requirements, at the Studio. Franchisee hereby certifies and represents that Franchisee, and any of its affiliates, any of its partners, members, shareholders or other equity owners, and their respective employees, officers, directors representatives or agents, are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control. Franchisee hereby agrees to defend, indemnify and hold harmless Franchisor from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorneys' fees and costs) arising from or related to any breach of the certifications set forth in this paragraph.

8.6 **Operational Efforts**.

A. Franchisee may appoint a Designated Manager to assist in the direct, day-to-day, supervision of the operations of the Studio, provided that Designated Manager successfully completes the Designated Manager Training Program prior to commencing any management responsibilities at the Franchised Business. If Franchisee does not have a Designated Manager, then Franchisee (or its Operating Principal, as applicable) must be on-site at the Studio during normal business hours to manage day to day operations.

B. Franchisee must designate one (1) Authorized Instructor that has completed all required training hereunder to serve as the lead instructor to oversee and manage the provision of the classes and other Approved Services at the Studio (the "Lead Instructor"). Franchisee must have an Authorized Instructor on-site at the Authorized Location at all times that the Approved Services are being conducted and/or provided at the Studio and which is capable of serving as a Lead Instructor.

C. Franchisee agrees to keep Franchisor advised, in writing, of the replacement of any Designated Managers, Lead Teacher(s) and other management team members, as necessary for Franchisor to ensure that all required training under this Agreement is completed.

D. Franchisee agrees to keep the Studio open for the hours stated in the Manual and as deemed appropriate by Franchisor.

8.7 **Good Standing**. Franchisee will be considered in "Good Standing" if Franchisee is not in default of any obligation to Franchisor or any of Franchisor's affiliates, whether arising under this Agreement or any other agreement between Franchisee and Franchisor (or any of Franchisor's affiliates), the Manual or other System requirements.

8.8 **Performance Standards**. Franchisee and Franchisor have a shared interest in the Studio performing at or above the System Standards. Franchisor would not have entered into this franchise relationship if Franchisor had anticipated that Franchisee would not meet these Performance Standards.

A. *System Standards*. Franchisor may choose, in its sole discretion, to evaluate the Studio for compliance with the System Standards using various methods (including, but not limited to, inspections, field service visits, surveillance camera monitoring, member comments/surveys, and secret shopper reports.) Franchisee must meet minimum standards for cleanliness, equipment condition, repair and function, and customer service. Franchisee's employees, including any independent contractors, must meet minimum standards for courteousness and customer service.

B. *Minimum Monthly Gross Revenue Quota*. Unless waived by Franchisor due to unique market conditions, Franchisee must meet a certain Minimum Monthly Gross Revenue Quota. If Franchisee fails to achieve and maintain average monthly gross revenues of $30,000 by the 1st year anniversary of the opening of the Studio and average monthly gross revenues of $40,000 by the end of the 2nd year anniversary and each succeeding year thereafter, then Franchisor may institute a corrective training program and/or require Franchisee to perform additional local marketing. If Franchisee fails to meet the Minimum Monthly Gross Revenue Quota for 36 consecutive months at any time during the Term of this Agreement, Franchisor, at its sole discretion, may institute a mandatory corrective training program or terminate this Agreement upon written notice to Franchisee.

I have read Article 8, understand it, and agree to comply with each of its sub-sections.
Your Initials: _____/_____

9. ADVERTISING AND MARKETING

9.1 **Fund**.

A. Franchisee will be required to pay the appropriate Fund Contribution to Franchisor as described in Section 5.5 of this Agreement. In the event Franchisor increases the Fund Contribution from what it is as of the date this Agreement is signed, Franchisor will provide at least 60 days' written notice of such increase in the Fund Contribution.

B. The Fund will be administered by Franchisor as it deems appropriate in its discretion. Franchisor may establish a committee to serve in an advisory capacity only with respect to providing guidance and advice on Fund-related matters (the "MFC"), but Franchisor is under no obligation to do so. In the event an MFC is established in connection with the Fund, Franchisor will determine how best to structure and work with the MFC and Franchisor will have the right to dissolve any established MFC upon 30 days' written notice to Franchisee. The Fund will be maintained and operated by Franchisor, as it deems appropriate in its discretion, to meet the costs of conducting regional and national advertising, promotional, marketing activities, as well as related technology and other brand development activities, that are deemed most beneficial to the System.

C. Franchisor will have complete control and discretion over how to administer the Fund and Fund Contributions to determine the advertising, marketing and public relations programs and activities financed by the Fund, including the creative concepts, materials and endorsements used and the geographic market, media placement and allocation. Franchisee agrees that the Fund may be used to pay the costs of preparing and producing associated materials and programs as Franchisor may determine, including the use of social media; video, audio and written advertising materials employing advertising agencies; sponsorship of sporting, charitable or similar events; administering regional, national and multi-regional advertising programs including purchasing direct mail and other media advertising, website development/operation and to pay Internet, Intranet, URL, (800) or similar number, and other charges, fees and/or expenses, including employing advertising agencies to assist with marketing efforts; and supporting public relations, market research and other advertising, promotional and marketing activities. A brief statement regarding the availability of Pure Barre franchises and details about the franchise offering may be included in advertising and other items produced using the Fund.

D. Franchisor may spend in any calendar year more or less than the total Fund Contributions to the Fund in that year. Franchisor may cause the Fund to invest any surplus for future use by the Fund. Franchisor may borrow from Franchisor or other lenders on behalf of the Fund to cover deficits of the Fund.

E. Franchisor and/or any Franchisor-Related Persons/Entities can provide goods, services, materials, etc. (including administrative services and/or "in-house advertising agency" services) and be compensated and/or reimbursed for the same by the Fund, provided that any such compensation must be reasonable in amount. Franchisor can arrange for goods, services, materials, etc. (including administrative services) to be provided by independent persons/companies and all related costs, fees, etc. will be paid by the Fund.

F. The Fund will be accounted for separately from Franchisor's other funds and Franchisor will not use the Fund for its general operating expenses. All taxes of any kind incurred in connection with or related to the Fund, its activities, contributions to the Fund and/or any other Fund aspect, whether imposed on Franchisor, the Fund or any other related party, will be the sole responsibility of the Fund. Franchisor will not be required to audit the Fund, but will provide an annual accounting of the Fund at the written request of Franchisee that is made 120 days after the fiscal year at issue. All interest earned on monies contributed to, or held in, the Fund will be remitted to the Fund and will be subject to the restrictions of the relevant Franchise Agreement(s).

G. You acknowledge that the Fund Contributions are intended to maximize general public recognition of and the acceptance of the Intellectual Property for the benefit of the System as a whole. Notwithstanding the foregoing, Franchisor undertakes no obligation, in administering the Fund Contributions to make expenditures for you that are equivalent or proportionate to your contribution, or to insure that any particular

Pure Barre business benefits directly or *pro rata* from advertising or promotion conducted with the Fund Contributions.

H. Franchisor maintains the right to terminate, dissolve or suspend the collection and disbursement of the Fund Contributions and/or the Fund. Upon termination or dissolution of the Fund, Franchisor will disburse the remaining Fund Contributions in the Fund at that time for any purposes authorized under this Agreement.

9.2 **Grand Opening and Pre-Opening Marketing; Local Marketing Activities.**

A. *Grand Opening and Pre-Opening Marketing.* Franchisee must spend a minimum of $15,000 in connection with the grand opening and initial launch marketing of the Studio prior to and around the time the Studio opens, as Franchisor directs (the "Initial Marketing Spend"). Franchisor may require that Franchisee: (i) expend all or any portion of the Initial Marketing Spend on: (i) initial marketing/advertising and/or public relations materials or services that are purchased from an Approved Supplier; and/or (ii) the development and implementation of a plan Franchisee coordinates with Franchisor that is designed to generate clientele and sales prior to the opening of the Studio and/or develop leads for prospective clients upon opening.

B. *Local Advertising Requirement.* Franchisee is responsible for local advertising and marketing activities to attract members to the Studio. Franchisee must expend at least $1,500 per month on approved local advertising and marketing activities designed to promote the Studio within the Designated Territory. Upon Franchisor's written request, Franchisee must provide Franchisor with an accounting of all expenditures made by Franchisee to comply with this Section, along with any invoices or other documentation to support such expenditures.

C. *Advertising Standards.* Franchisee's advertising will be in good taste and conform to ethical and legal standards and our requirements. Franchisor may require Franchisee to submit samples of all advertising and promotional materials (and any use of the Marks and/or other forms of commercial identification) for any media, including the Internet, World Wide Web or otherwise. Franchisor retains the right to approve or disapprove of such advertising, in its sole discretion. Franchisee agrees not to use any materials or programs disapproved by Franchisor.

D. *Approval.* Franchisor must approve any form of co-branding, or advertising with other brands, products or services, in writing, in advance.

9.3 **Social Media Activities.** As used in this Agreement, the term "Social Media" is defined as a network of services, including, but not limited to, blogs, microblogs, and social networking sites (such as Facebook, LinkedIn and MySpace), video-sharing and photo-sharing sites (such as YouTube and Flickr), review sites (such as Yelp and Urbanspoon), marketplace sites (such as eBay and Craigslist), Wikis, chat rooms and virtual worlds, that allows participants to communicate online and form communities around shared interests and experiences. While it can be a very effective tool for building brand awareness, it can also be devastating to a brand if used improperly. Therefore, Franchisee must strictly follow the Social Media guidelines, code of conduct, and etiquette as set forth in the Manual. Any use of Social Media by Franchisee pertaining to the Studio must be in good taste and not linked to controversial, unethical, immoral, illegal or inappropriate content. Franchisor reserves the right to "occupy" any Social Media websites/pages and be the sole provider of information regarding the Studio on such websites/pages (e.g., a system-wide Facebook page). At Franchisor's request, Franchisee will promptly modify or remove any online communication pertaining to the Studio that does not comply with this Agreement or the Manual.

9.4 **Franchisee Marketing Group(s) ("Co-Ops").** Franchisor may decide to form one or more associations and/or sub-associations of Pure Barre Studios to conduct various marketing-related activities on a cooperative basis (a "Co-Op"). If one or more Co-Ops (local, regional and/or national) are formed covering Franchisee's area, then Franchisee must join and actively participate. Each Studio will be entitled to one (1) vote, but in order to

vote the Studio must be in Good Standing. Franchisee may be required to contribute such amounts as are determined from time to time by such Co-Ops.

I have read Article 9, understand it, and agree to comply with each of its Sections.
Your Initials: _____/_____

10. FINANCIAL REPORTS, AUDITS, COMPUTER SYSTEM AND INSURANCE REQUIREMENTS

10.1 **Records and Reports.** Franchisee shall maintain and preserve for four (4) years or such period as may be required by law (whichever is greater) from the date of their preparation such financial information relating to the Studio as Franchisor may periodically require, including without limitation, Franchisee's sales and use tax returns, register tapes and reports, sales reports, purchase records, and full, complete and accurate books, records and accounts prepared in accordance with generally accepted accounting principles and in the form and manner prescribed by Franchisor. Franchisee agrees that its financial records shall be accurate and up-to-date at all times. Franchisee agrees to promptly furnish any and all financial information, including tax records and returns, relating to the Studio to Franchisor on request.

10.2 **Right to Conduct Audit or Review**. Franchisor shall have the right, in its sole determination, to require a review by such representative(s) as Franchisor shall choose, of all information pertaining to the Studio including, without limitation financial records, books, tax returns, papers, and business management software programs of Franchisee at any time during normal business hours without prior notice for the purpose of accurately tracking unit and System-wide sales, sales increases or decreases, effectiveness of advertising and promotions, and for other reasonable business purposes. Such review will take place at the Studio or Franchisee's head office (if different), or both, and Franchisee agrees to provide all information pertaining to the Studio requested by Franchisor during its review. If the review is done because of a failure by Franchisee to furnish reports, supporting records or other required information or to furnish the reports and information on a timely basis, Franchisee shall reimburse Franchisor for all costs of the audit or review including, without limitation, travel, lodging, wage expense and reasonable accounting and legal expense. The foregoing remedies shall be in addition to any other remedies Franchisor may have under this Agreement or applicable law.

10.3 **Computer System and Software.** Franchisee must acquire a computer for use in the operation of the Studio. Franchisee agrees to record all of its receipts, expenses, invoices, member lists, class and employee schedules and other business information promptly in the computer system and use the software that Franchisor specifies or otherwise approves. Franchisor reserves the right to change the computer system, and the accounting, business operations, customer service and other software at any time. Data, including names, addresses, contact information, and credit card or payment information of members of the Studio will be captured on the required software, and will become the joint property of Franchisee and Franchisor during the Term of this Agreement. Franchisee will provide Franchisor with any passwords necessary to access the business information for the Studio that is stored on the required software and online. Franchisor may use such information to communicate directly to the members of the Studio, and to provide updates, information, newsletters, and special offers to the members. Franchisee must upgrade and maintain the computer system and software in the Studio, as required by Franchisor from time to time, and pay any fees associated with such upgrades. Upon expiration or termination of this Agreement, Franchisee shall have no further access or rights to the member information and Franchisor shall be the sole owner of such information.

10.4 **Insurance.**

A. Prior to opening the Studio for business and throughout the entire term of this Agreement, Franchisee will keep in force at Franchisee's own expense and by advance payment of the premium, the following insurance coverages:

(1) Workers' Compensation and Employer's Liability Insurance as well as such other insurance, with statutory limits, as required by law in the jurisdiction where the franchised business is located. Employers Liability or "Stop Gap" insurance, with limits of not less than $1,000,000 each accident;

(2) Commercial General Liability Insurance, Occurrence form, including a per location or project aggregate, with the following coverages: owners and contractors protective liability, broad form property damage, contractual liability, severability of interest clause; personal and advertising injury; and products/completed operations; medical payments and fire damage liability; insuring you and us against all claims, suits, obligations, liabilities and damages, including attorneys' fees, based upon or arising out of actual or alleged personal injuries or property damage resulting from or occurring in the course of, or on or about or otherwise relating to the franchised business including general aggregate coverage in the following limits:

Required Coverage	Minimum Limits of Coverage
General Aggregate	$5,000,000
Products/Completed Operations Aggregate	$5,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Participant Legal Liability	$1,000,000
Professional Liability	$1,000,000
Employee Benefits Liability (per employee)	$1,000,000
Employee Benefits Liability (aggregate)	$2,000,000
Damage to Rented Premises (per occurrence)	$1,000,000
Medical Expense (any one person)	$5,000

(3) "ALL RISK" or special form property coverage of no less than current replacement cost of the Studio's equipment, fixtures and leasehold improvements (tenant improvements) sufficient in the amount to restore the Studio to full operations. Glass coverage no less than a limit of $25,000 and sign coverage no less than a limit of $10,000 in addition to equipment, fixtures and leasehold improvements;

(4) Business interruption insurance with coverage for at least twelve (12) months for actual losses. (For purposes of this Agreement, "Gross Sales" shall include any proceeds received by Franchisee in connection with a "business interruption" insurance claim);

(5) Auto Liability (Hired and Non-owned autos) with a $1,000,000 Combined Single Limit Each Accident for Bodily Injury and Property Damage, if Franchisee utilizes a vehicle in connection with the operation of the Studio; and

(6) Employment Practices Liability with a limit no less than $1,000,000 per claim and $1,000,000 aggregate per location. The retention may not exceed $1,000.

B. All insurance policies must be written by an insurance company licensed in the state in which Franchisee operates its Studio. The insurance company must have at least an "A" Rating Classification as indicated in A.M. Best's Key Rating Guide.

C. Franchisor reserves the right, from time to time, in its discretion, to upgrade the insurance requirements or lower the required amounts as to policy limits, deductibles, scope of coverage, or rating of carriers

in response to current industry standards, market conditions and/or landlord requirements. Within sixty (60) days of receipt of notice from Franchisor, Franchisee agrees to revise its coverage, as specified in any notice from Franchisor.

D. Franchisee's obligation to obtain and maintain insurance shall not be limited by reason of any insurance that may be maintained by Franchisor nor relieve Franchisee of liability under the indemnity provisions set forth in this Agreement. All insurance policies and coverage must name Franchisor as an additional insured, waive any subrogation rights or other rights to assert a claim back against Franchisor and shall contain a clause requiring notice to Franchisor thirty (30) days in advance of any cancellation or material change or cancellation to any such policy. Franchisee shall give Franchisor certificates of coverage at least annually. Failure to obtain or the lapse of any of the required insurance coverage shall be grounds for the immediate termination of this Agreement pursuant to Section 15.1, and Franchisee agrees that any losses, claims or causes of action arising after the lapse of or termination of insurance coverage will be the sole responsibility of Franchisee and that Franchisee will hold Franchisor harmless from all such losses, claims and/or causes of action. In addition, but not to the exclusion of the foregoing remedy, if Franchisee fails to procure or maintain the required insurance, Franchisor shall have the right and authority, but not the obligation, to procure immediately the insurance and Franchisee shall reimburse Franchisor for the cost of the insurance plus reasonable expenses immediately upon written notice. Franchisee is required to submit to Franchisor a copy of a Certificate of Insurance, with Franchisor as an additional insured, showing compliance with the foregoing requirements at least thirty (30) days before Franchisee commences operation of the Studio. Franchisor shall have a security interest in all insurance proceeds to the extent Franchisee has any outstanding obligations to Franchisor.

I have read Article 10, understand it, and agree to comply with each of its Sections.
Your Initials: _____ / _____

11. RELATIONSHIP OF THE PARTIES; INDEMNIFICATION

11.1 **Independent Contractor**. The only relationship between Franchisor and Franchisee created by this Agreement is that of independent contractor. The business conducted by Franchisee is completely separate and apart from any business that may be operated by Franchisor and nothing in this Agreement shall create a fiduciary relationship between them or constitute either party as agent, legal representative, subsidiary, joint venturer, partner, employee, servant or fiduciary of the other party for any purpose whatsoever. Franchisee shall hold itself out to the public as an independent contractor operating the business pursuant to a license from Franchisor, and Franchisee agrees to take such action including exhibiting a notice to that effect in such content, form and place as Franchisor may specify. It is further specifically agreed that Franchisee is not an affiliate of Franchisor and that neither party shall have authority to act for the other in any manner to create any obligations or indebtedness that would be binding upon the other party. Neither party shall be in any way responsible for any acts and/or omissions of the other, its agents, servants or employees and no representation to anyone will be made by either party that would create an implied or apparent agency or other similar relationship by and between the parties.

11.2 **Indemnification**. Franchisee, as a material part of the consideration to be rendered to Franchisor, agrees to indemnify, defend and hold Franchisor, as well as Franchisor's directors, officers, principals/owners, managers, shareholders, affiliates, subsidiaries, employees, servants, agents, successors and assignees (collectively, the "Indemnitees"), harmless from and against any and all losses, damage, claims, demands, liabilities and causes of actions of every kind or character and nature, as well as costs and expenses incident thereto (including reasonable attorneys' fees and court costs), that are brought against any of the Indemnitees (collectively, the "Claims") that arise out of or are otherwise related to Franchisee's (a) breach or attempted breach of, or misrepresentation under, this Agreement or in connection with the offer/sale of the Studio prior to the execution of this Agreement, (b) ownership, construction, development, management, or operation of the Studio in any manner; and/or (c) gross

negligence or intentional misconduct. Notwithstanding the foregoing, at Franchisor's option, Franchisor may choose to engage counsel and defend against any such Claim and may require immediate reimbursement from the Franchisee of all expenses and fees incurred in connection with such defense.

I have read Article 11, understand it, and agree to comply with each of its Sections.
Your Initials: _____ / _____

12. CONFIDENTIAL INFORMATION

12.1 **Franchisor's Confidential Information.**

A. Franchisee acknowledges and agrees that all information relating to the System and to the development and operation of the Studio, including, without limitation, the Manual, Franchisor's training program, members and supplier lists, or other information or know-how distinctive to a Pure Barre Studio (all of the preceding information is referred to herein as the "Confidential Information") are considered to be proprietary and trade secrets of Franchisor. Franchisee agrees that all Confidential Information is to be held in the strictest of confidence during and after the term of this Agreement and is not to be divulged to anyone directly or indirectly at any time, except to Franchisee's Studio employees, including any independent contractors, with a need to know the information in order to operate the Studio. Upon Franchisor's request, Franchisee shall require the Studio's employees and any independent contractors to execute a nondisclosure and non-competition agreement in a form satisfactory to Franchisor. Franchisee shall not acquire any interest in the Confidential Information other than the right to utilize it in the Studio and agrees not to copy, duplicate, record or otherwise reproduce any Confidential Information, in whole or in part, nor otherwise make them available to any unauthorized person, nor use them in any other business or in any manner not specifically authorized or approved in writing by Franchisor. Franchisee shall adopt and implement all reasonable procedures to prevent unauthorized use, duplication or disclosure of Franchisor's Confidential Information. If Franchisee or Franchisee's employees or any independent contractors learn about an unauthorized use of any trade secret or confidential materials, Franchisee must promptly notify Franchisor. Franchisor is not obligated to take any action, but will respond to the information as it deems appropriate. If Franchisee at any time conducts, owns, consults with, is employed by or otherwise assists a similar or competitive business to that franchised hereunder, the doctrine of "inevitable disclosure" will apply, and it will be presumed that Franchisee is in violation of this covenant; and in such case, it shall be Franchisee's burden to prove that Franchisee is not in violation of this covenant.

B. Franchisee agrees that any new concept, process or improvement in the operation or promotion of the Studio developed by or on behalf of Franchisee that relates to or enhances the System, or any aspect of Studio operations or Franchisor's franchise offering generally, shall be the sole property of Franchisor, and Franchisee shall promptly notify Franchisor and shall provide Franchisor with all necessary information and execute all necessary documents to memorialize said ownership, or, if necessary, Franchisee's assignment of such ownership to Franchisor, without compensation. Franchisee acknowledges that Franchisor may utilize or disclose such information to other Franchisees. To the extent permissible under applicable law, such new concepts, processes and/or improvements described in this Section shall be deemed a "work for hire" for copyright purposes for the benefit and ownership of Franchisor.

12.2 **No Other Interests.** Franchisee further acknowledges that Franchisor would be unable to protect its Confidential Information against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among System franchisees if its franchisees were permitted to hold an interest in other businesses involving fitness instruction and/or concepts and/or that otherwise to compete with Franchisor. In light of the foregoing, Franchisee represents, warrants and covenants that it will comply with the in covenants against competition, including all non-competition provisions, set forth in Article 13 below.

12.3 **Injunctive Relief.** Franchisee expressly agrees that the existence of any claims it may have against Franchisor, whether or not arising out of this Agreement, shall not constitute a defense to the enforcement of this Article 12. Franchisee acknowledges and agrees that any failure to comply with the requirements of this Article 12 will cause Franchisor irreparable injury for which no adequate remedy at law is available, and Franchisee accordingly agrees that Franchisor shall be entitled to injunctive relief as specified in Section 16.2 herein to enforce the terms of this Article 12. Franchisee shall pay all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Franchisor in connection with the enforcement of this Article 12. The foregoing remedies shall be in addition to any other remedies Franchisor may have under this Agreement or applicable law.

I have read Article 12, understand it, and agree to comply with each of its Sections.
Your Initials: _____ / _____

13. COVENANTS NOT TO COMPETE

13.1 **Non-Competition Covenants of Franchisee.**

A. *During the Term of this Agreement.* Neither Franchisee, its principals, owners, or guarantors, nor any immediate family of Franchisee, its principals, owners, or guarantors ("Restricted Parties"), may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation own, maintain, engage in, be employed or serve as an officer, director, or principal of, lend money or extend credit to, lease/sublease space to, or have any interest in or involvement with any (a) fitness or exercise business, (b) any fitness or exercise marketing or consulting business, (c) any business offering Approved Services of a similar nature to those of the Studio, or (d) in any business or entity which franchises, licenses or otherwise grants to others the right to operate such aforementioned businesses described in subparts (a)-(c) of this Section (each, a "Competing Business"). Furthermore, the Restricted Parties shall not divert, or attempt to divert, any prospective customer to a Competing Business in any manner.

B. *After the Term of this Agreement.*

(1) Prohibition on Franchising Activities Involving Competing Business. For a period of two (2) years after the expiration and nonrenewal, transfer or termination of this Agreement, regardless of the cause, neither Franchisee, its principals, owners and guarantors, nor any member of the immediate family of Franchisee, its principals, owners or guarantors, may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation, be involved with any business that competes in whole or in part with Franchisor by offering or granting licenses or franchises, or establishing joint ventures, for the ownership or operation of a Competing Business. The geographic scope of the covenant contained in this Section is any location where Franchisor can demonstrate it has offered or sold franchises as of the date this Agreement is terminated or expires.

(2) Prohibition on Other Involvement with Competing Businesses. For two (2) years after the expiration, termination or non-renewal (by Franchisor or by Franchisee for any reason) of this Agreement or after Franchisee has assigned its interest in this Agreement, the Restricted Parties shall not own, maintain, engage in, be employed as an officer, director, or principal of, lend money to, extend credit to, lease/sublease space to, or have any interest in or involvement with, any other Competing Business: (i) at the Authorized Location; or (ii) within a ten (10) mile radius of (a) the Authorized Location, or (b) any other Franchised Studio or Corporate Studio that is open, under lease or otherwise under development as of the date this Agreement expires or is terminated.

13.2 **Non-Solicitation Covenants.**

A. *During the Term of this Agreement.* Franchisee agrees not to (a) divert or seek to divert customers from another Studio or System franchisee, or (b) employ or seek to employ any person employed by Franchisor or by any other franchisee of Franchisor, or otherwise directly or indirectly induce or seek to induce such person to leave his or her employment during the term of this Agreement, without first obtaining the consent of Franchisor or any other franchisee of Franchisor. Instructors and sales staff may work at more than one Studio. Franchisee acknowledges that Franchisor has the right to offer, sell or otherwise award a franchise for the right to operate a Studio to any employee of Franchisee.

B. *After the Term of this Agreement.* For two (2) years after the expiration, termination or non-renewal (by Franchisor or by Franchisee for any reason) of this Agreement or after Franchisee has assigned its interest in this Agreement, the Restricted Parties shall not: (i) solicit business from customers of Franchisee's former Studio; (ii) contact any of Franchisor's suppliers or vendors for any competitive business purpose; or (iii) solicit any of Franchisor's other employees, or the employees of Franchisor's affiliates or any other System franchisee, to discontinue employment.

13.3 **Enforcement of Covenants.**

A. Franchisee expressly agrees that the existence of any claims it may have against Franchisor, whether or not arising out of this Agreement, shall not constitute a defense to the enforcement of the covenants in this Article 13. Franchisee acknowledges and agrees that in view of the nature of the System and the business of Franchisor, the restrictions contained in this Article 13 are reasonable and necessary to protect the legitimate interests of the System and Franchisor. Franchisee further acknowledges and agrees that Franchisee's violation of the terms of this Article 13 will cause irreparable injury to Franchisor for which no adequate remedy at law is available, and Franchisee accordingly agrees that Franchisor shall be entitled to preliminary and permanent injunctive relief and damages, as well as, an equitable accounting of all earnings, profits, and other benefits arising from such violation, which remedies shall be cumulative and in addition to any other rights or remedies to which Franchisor shall be entitled. Franchisee agrees to waive any bond that may be required or imposed in connection with the issuance of any preliminary or provisional relief. Franchisee shall pay all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Franchisor in connection with the enforcement of this Article 13. If Franchisee violates any restriction contained in this Article 13, and it is necessary for Franchisor to seek equitable relief, the restrictions contained herein shall remain in effect until two (2) years after such relief is granted. If Franchisee contests the enforcement of Article 13 and enforcement is delayed pending litigation, and if Franchisor prevails, the period of non-competition shall be extended for an additional period equal to the period of time that enforcement of this Article 13 is delayed.

B. Franchisee agrees that the provisions of this covenant not to compete are reasonable. If, however, any court should find this Article 13 or any portion of this Article 13 to be unenforceable and/or unreasonable, the court is authorized and directed to reduce the scope or duration (or both) of the provision(s) in issue to the extent necessary to render it enforceable and/or reasonable and to enforce the provision so revised.

C. Franchisor shall have the right, in Franchisor's discretion, to reduce the scope of any covenant not to compete set forth in this Agreement, or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee shall comply with any covenant as so modified.

I have read Article 13, understand it, and agree to comply with each of its Sections.
Your Initials: _____ / _____

14. TRANSFER OF INTEREST

14.1 **Franchisor's Approval Required.** All rights and interests of Franchisee arising from this Agreement are personal to Franchisee and except as otherwise provided in this Article 14, Franchisee shall not, without Franchisor's prior written consent, voluntarily or involuntarily, by operation of law or otherwise, sell, assign, transfer, pledge or encumber its interest in this Agreement, in the license granted hereby, in the assets of the Studio, any of its rights hereunder, or in the lease for the premises at which the Studio is located, and any purported sale, assignment, transfer, pledge or encumbrances shall be null and void. If Franchisee is a corporation, limited liability, partnership, or an individual or group of individuals, any assignment (or new issuance), directly or indirectly, occurring as a result of a single transaction or a series of transactions that alters the Percentage of Ownership Interest reflected in Section 17.3 of this Agreement must promptly be reported to Franchisor and is a "transfer" within the meaning of this Article 14.

14.2 **Conditions for Approval of Transfer.** Franchisor shall not unreasonably withhold its approval of a proposed transfer, provided that the prospective transferee, in Franchisor's reasonable judgment, is of good moral character and reputation, has no conflicting interests, has a good credit rating and sufficient and competent business experience, aptitude and financial resources acceptable to Franchisor's then-current standards for franchisees; and that the following conditions are met: (1) Franchisee pays Franchisor a transfer fee amounting to $10,000; (2) Franchisee signs a prescribed form of general release in favor of Franchisor and related parties; (3) the Studio and equipment must be upgraded, refurbished or repaired if Franchisor, in its sole discretion, decides it is necessary; and (4) the transferee (a) completes (or has its Operating Principal complete) the Owner/Operator Module and, if applicable, has its Designated Manager complete the Designated Manager Training Program, and (b) has at least seven (7) Authorized Instructors prior to resuming operations of, and/or resuming the provision of Approved Services at, the Studio.

14.3 **Permitted Transfers to a Corporation or LLC or Affiliate Company.** If Franchisee is an individual or partnership, and desires to assign and transfer its rights, assets and obligations under this Agreement to a corporation or limited liability company that is wholly-owned by Franchisee and formed for the convenience of ownership, it may do so without approval from Franchisor, and without payment of a transfer fee, so long as the terms and conditions of this Agreement remain unchanged, and the Franchisee shall own and control all of the equity and voting power of all issued and outstanding stock of the transferee corporation or all of the equity and voting power of the limited liability company and, if Franchisee is more than one individual, each individual shall have the same proportionate ownership interest in the corporation or limited liability company as he or she had in Franchisee prior to the transfer.

14.4 **Death or Disability of Franchisee.** In the event of the death or disability of Franchisee, if an individual, or of a stockholder of a corporate Franchisee, or of a partner of a Franchisee which is a partnership, or a member of a Franchisee which is a limited liability company, the transfer of Franchisee's or the deceased stockholder's, partner's or member's interest in this Agreement to his or her heirs, trust, personal representative or conservators, as applicable, must occur within six (6) months of the death or disability, but, shall not be deemed a transfer by Franchisee (provided that the responsible management employees or agents of Franchisee have been satisfactorily trained at Franchisor's Initial Training) nor obligate Franchisee to pay any transfer fee. If Franchisor determines (i) there is no imminent transfer to a qualified successor or (ii) there is no heir or other principal person capable of operating the Studio, Franchisor shall have the right, but not the obligation, to immediately appoint a manager and commence operating the Studio on behalf of Franchisee. Franchisee shall be obligated to, and shall pay to Franchisor all reasonable costs and expenses for such management assistance, including without limitation, the manager's salary, room and board, travel expenses and all other related expenses of the Franchisor appointed manager. Operation of the Studio during any such period shall be for and on behalf of Franchisee, provided that Franchisor shall only have a duty to utilize reasonable efforts and shall not be liable to Franchisee or its owners for any debts, loses or obligations incurred by the Studio, or to any creditor of Franchisee for any supplies, inventory, equipment, furniture, fixtures or services purchased by the Studio during any period in which it is

managed by a Franchisor appointed manager. Franchisor may, in its sole discretion, extend the six (6) month period of time for completing a transfer contemplated by this Section.

14.5 **Relocation**. Except in cases when Franchisee is in default of its lease, Franchisee may identify a new Authorized Location within the same site selection area in which the Studio was located, subject to the written consent and approval of Franchisor.

14.6 **Transfer by Franchisor**. Franchisor shall have the right to transfer or assign all or any part of its rights or obligations herein to any person or legal entity, directly or indirectly, by merger, assignment, pledge or other means.

I have read Article 14, understand it, and agree to comply with each of its Sections.
Your Initials: _____ / _____

15. DEFAULT AND TERMINATION OF AGREEMENT

15.1 **Termination of Franchise by Franchisor**. Franchisor shall have the right to terminate this Agreement for "good cause" upon delivering notice of termination to Franchisee. For purposes of this Agreement, "good cause" shall include, without limitation: (i) a material breach of this Agreement or any other agreement between Franchisee and Franchisor or any of Franchisor's affiliates, (ii) intentional, repeated or continuous breach of any provision of this Agreement or any other agreement between Franchisee and Franchisor or any of Franchisor's affiliates, and (iii) the breaches (and, if applicable, failure to cure such breaches) described below in this Section 15.

A. **Immediate Termination**. Franchisee shall be deemed to be in default and Franchisor may terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon receipt of notice by Franchisee, and such termination shall be for good cause where the grounds for termination are:

(1) Franchisee has made any material misrepresentation or omission in applying for the franchise or in executing or performing under this Agreement or any other agreement between Franchisee and Franchisor or any of Franchisor's affiliates;

(2) Franchisee becomes insolvent by reason of Franchisee's inability to pay debts as they become due, or makes an assignment for the benefit of creditors or makes an admission of Franchisee's inability to pay obligations as they become due;

(3) Franchisee files a petition in bankruptcy, or an involuntary petition in bankruptcy is filed against Franchisee or a receiver is appointed for Franchisee's business, or a final judgment remains unsatisfied or of record for 30 days or longer; or if Franchisee is a corporation, limited liability company or partnership, Franchisee is dissolved;

(4) Franchisee voluntarily or otherwise abandons the Studio. For purposes of this Agreement, the term "abandon" means: (i) failure to actively operate the Studio for more than two (2) business days without Franchisor's prior written consent; or (ii) any other conduct on the part of Franchisee or its principals that Franchisor determines indicates a desire or intent to discontinue operating the Studio in accordance with this Agreement or the Manual;

(5) Franchisee or any of its principal officers, directors, partners or managing members is convicted of or pleads no contest to a felony or other crime or offense that adversely affect the reputation of the System or the goodwill associated with the Marks;

(6) Franchisee makes an unauthorized direct or indirect transfer or attempted or purported transfer of this Agreement, or makes an unauthorized direct or indirect transfer or attempted or purported transfer of an ownership interest in the Franchise, or fails or refuses to transfer the Franchise or the interest in the Franchise of a deceased or disabled controlling owner thereof as required;

(7) Franchisee falsifies any financial reports or records required to be provided by Franchisee to Franchisor under this Agreement;

(8) Franchisee's: (i) disclosure, utilization, or duplication of any portion of the System, the Manual or other proprietary or Confidential Information relating to the Studio that is contrary to the provisions of this Agreement; or (ii) material misuse of the Marks in any manner not expressly authorized by Franchisor;

(9) Franchisee violates any health or safety law, ordinance or regulation or operates the Studio in a manner that presents a health or safety hazard to its members or to the public;

(10) Franchisee fails to obtain lawful possession of an Authorized Location and/or open the Studio within six (6) months after this Agreement is accepted by Franchisor, unless Franchisor agrees otherwise in writing;

(11) Franchisee defaults under the lease agreement or otherwise loses the right to possess the premises at the location at which the Studio is located;

(12) Franchisee fails to comply with the covenants not to compete as required in Article 13 herein; or

(13) Franchisee permits the offer or sale of products and services other than the Approved Services at the Studio in violation of the terms of this Agreement on two (2) or more occasions in any 24-month period, regardless of whether Franchisee subsequently cured the prior default(s); or

(14) Franchisee, after curing a default pursuant to Section 15.1B herein, commits the same act of default again within any twelve (12) consecutive month period whether or not such default is cured after notice thereof is delivered to Franchisee, or if Franchisee received three (3) or more default notices from Franchisor within any twelve (12) consecutive monthly period whether or not such defaults were related to the same problem or were cured after notice thereof was delivered to Franchisee.

B. **Termination with Notice**. In addition to the provisions of Section 15.1A, if Franchisee shall be in default under the terms of this Agreement and the default shall not be cured or remedied (to Franchisor's satisfaction) within thirty (30) days after receipt of written notice from Franchisor (or 10 days' prior notice in the event of a default that is described in Subsections (6), (7) or (8) below), in addition to all other remedies available to Franchisor at law or in equity, Franchisor may immediately terminate this Agreement. If any such default is not cured within the specified cure period, this Agreement shall terminate without further notice to Franchisee effective immediately upon expiration of the cure period. Franchisee shall be in default, and each of the following shall constitute good cause for termination under this Agreement:

(1) Failure, refusal or neglect by Franchisee to obtain Franchisor's prior written approval or consent any time such approval or consent is required by this Agreement;

(2) Franchisee's failure to comply with any provision of this Agreement that does not otherwise provide for immediate termination, or Franchisee's bad faith in carrying out the terms of this Agreement;

(3) Failure by Franchisee to maintain books and financial records for the Studio suitable for proper financial audit or failure by Franchisee to permit Franchisor to carry out its rights to conduct an inspection or audit as provided in this Agreement or failure by Franchisee to submit as required by this Agreement all reports, records and information of the Pure Barre franchised business;

(4) Franchisee or its Operating Principal fail to complete the Owner/Operator Module of the initial training program and/or, if applicable, Franchisee's Designated Manager fails to complete the Designated Manager Module of the initial training program, to Franchisor's satisfaction, within the time period set forth in this Agreement;

(5) Franchisee fails to pay when due any amount owing to Franchisor or its affiliates under this Agreement or any other agreement, or is unable to obtain adequate financing to cover all costs of developing, opening and operating the Studio;

(6) Franchisee fails to pay when due any amounts owing to any person or entity in connection with the construction, leasing, financing, operation or supply of the Studio;

(7) Franchisee closes any bank account without completing all of the following after such closing: (i) immediately notifying Franchisor in writing, (ii) immediately establishing another bank account, and (iii) executing and delivering to Franchisor all documents necessary for Franchisor to begin and continue making withdrawals from such bank account by electronic funds transfer as Exhibit 2 to this Agreement permits;

(8) Franchisee fails to maintain or suffers cancellation of any insurance coverage required under this Agreement;

(9) Franchisee allows the Approved Services to be provided by anyone other than an Authorized Instructor that has completed all required training that such Authorized Instructor is required to have completed in accordance with the terms of this Agreement at a given time during the term of this Agreement, including without limitation, the Additional Instructor Training;

(10) Any transfer or attempted transfer by Franchisee or any partner, member or shareholder in Franchisee of any rights or obligations under this Agreement to any third party without the prior written consent of Franchisor;

(11) Franchisee offers in conjunction with the operation of the Studio products or services that have not been approved by Franchisor;

(12) Franchisee fails to abide by the pertinent marketing and advertising requirements and procedures and participate in marketing programs for the business as established by Franchisor; or

(13) Franchisee fails to comply with the Performance Standards as set forth in the provisions of this Agreement, as prescribed by Franchisor, or in the Manual, including, but not limited to, the Minimum Monthly Gross Revenue Quota for a period of 36 consecutive months, System Standards for cleanliness, customer service, equipment maintenance, and any other System Standards which effect or enhance the member experience at the Studio.

15.2 **Cross-Default.** If there are now, or hereafter shall be, other franchise agreements or any other agreements in effect between Franchisee and Franchisor and/or any of Franchisor's affiliates, a default by Franchisee under

the terms and conditions of this or any other such agreement, shall at the option of Franchisor, constitute a default under all such agreements.

15.3 **Obligations of Franchisee upon Termination, Expiration or Non-Renewal.** Immediately upon termination, expiration or non-renewal of this Agreement for any reason:

A. All rights, privileges and licenses granted by Franchisor to Franchisee shall immediately cease and be null and void and of no further force and effect, and all such rights, privileges and licenses shall immediately revert to Franchisor;

B. Franchisee shall cease to be an authorized franchise owner hereunder, and shall immediately, at its own expense, remove all signs, obliterate or remove all letterheads, labels or any other item or form of identification that would in any way link or associate Franchisee, its goods and/or services with Franchisor, and shall immediately cease to use, in any manner, the Marks, System and any other copyrighted information or materials or any confidential information Franchisee obtained as a result of the franchise granted to Franchisee;

C. Franchisee shall immediately terminate all advertising and promotional efforts and any other act that would in any way indicate that Franchisee is or was ever an authorized Pure Barre franchisee;

D. Franchisee shall cancel any assumed name of Franchisee or equivalent registration that contains any Proprietary Mark, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within five (5) days after termination, expiration or non-renewal of this Agreement;

E. Franchisee agrees not to use any reproduction, counterfeit, copy, or colorable imitation of the Marks that is likely to cause confusion, mistake or deception, or that is likely to dilute Franchisor's rights in and to the Marks, and further agrees not to use any trade dress or designation of origin or description or representation that falsely suggests or represents an association or connection with Franchisor;

F. Franchisee shall pay all sums owing to Franchisor and its approved suppliers for outstanding amounts owed under the Franchise Agreement and otherwise in connection with the Studio. In the event of termination for any default of Franchisee, such sums shall include all damages, costs and expenses, including reasonable legal fees, incurred by Franchisor as a result of the default;

G. Franchisee shall comply with the covenants set forth in Articles 12 and 13 of this Agreement; and

H. Franchisee shall, at Franchisor's option, assign to Franchisor any interest that Franchisee has in any lease for the premises of the Studio;

I. Franchisor shall have the option, exercisable by giving written notice thereof within thirty (30) days from the date of such termination, expiration or non-renewal to purchase any and all equipment, furniture, fixtures, signs, sundries and supplies owned by Franchisee and used in the Studio, at the lesser of (i) Franchisee's cost less depreciation computed on a reasonable straight line basis (as determined in accordance with generally accepted accounting principles and consistent with industry standards and customs) or (ii) fair market value of such assets, less(in either case) any outstanding liabilities of the Studio. In addition, Franchisor shall have the option to assume Franchisee's lease for the lease location of the Studio, or if an assignment is prohibited, a sublease for the full remaining term on the same terms and conditions as Franchisee's lease. No value will be attributed to the value of the Marks or the System or to the assignment of the lease (or sublease) for the premises or the assignment of any other assets used in conjunction with the Studio, and Franchisor will not be required to pay any separate consideration for any such assignment or sublease. If the parties cannot agree on fair market value within thirty (30) days of Franchisor's notice of intent to purchase, fair market value shall be determined by an experienced, professional and impartial third party appraiser without regard to goodwill or going concern value,

designated by Franchisor and acceptable to Franchisee, whose determination shall be final and binding on both parties. The cost of such appraisal shall be borne equally by Franchisor and Franchisee. If the parties cannot agree upon an appraiser one shall be appointed by the American Arbitration Association, upon petition of either party. Franchisor shall have the right to withhold from the purchase price funds sufficient to pay all outstanding debts and liabilities of Franchisee and the Studio and to pay such debts and liabilities from such funds.

J. Termination, expiration or non-renewal of this Agreement shall not affect, modify or discharge any claims, rights, causes of action or remedies, which Franchisor may have against Franchisee, whether under this Agreement or otherwise, for any reason whatsoever, whether such claims or rights arise before or after termination.

15.4 **Franchisor's Rights and Remedies in Addition to Termination.**

A. If Franchisee shall be in default in the performance of any of its obligations or breach any term or condition of this Agreement, in addition to Franchisor's right to terminate this Agreement, and without limiting any other rights or remedies to which Franchisor may be entitled at law or in equity, Franchisor may, at its election, immediately or at any time thereafter, and without notice to Franchisee cure such default for the account of and on behalf of Franchisee including, without limitation, entering upon and taking possession of the Studio and to taking in the name of Franchisee, all other actions necessary to effect the provisions of this Agreement and any such entry or other action shall not be deemed a trespass or other illegal act, and Franchisor shall not be liable in any manner to Franchisee for so doing, and Franchisee shall pay the entire cost thereof to Franchisor on demand, including reasonable compensation to Franchisor for the management of the Studio.

B. As an alternative to Franchisor's exercising its rights under Section 15.5(A), above, and only in the event of a premature termination of this Agreement, Franchisee shall pay Franchisor liquidated damages in an amount equal to the sum of the royalties paid to Franchisor for the twenty four (24) months prior to the termination of this Agreement; provided, however exercise of this right shall not preclude Franchisor's right to seek injunctive relief as outlined in Section 16.5. Franchisee's payment to Franchisor would not be a penalty for breaching this Franchise Agreement, but rather a reasonable estimate of the losses Franchisor would incur in the event of the closure of Franchisee's franchised business. Should Franchisor elect to enforce its right to liquidated damages under this Section, Franchisee's obligation to pay such damages would be in addition to Franchisee's obligations to (i) pay all amounts still owed to Franchisor, and (ii) adhere to Franchisee's other post-termination obligations. Franchisor's right to payment of liquidated damages would be in addition to all other post-termination remedies available to Franchisor under the law.

I have read Article 15, understand it, and agree to comply with each of its Sections.
Your Initials: _____ / _____

16. RESOLUTION OF DISPUTES

16.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to this state's conflict of laws principles. Notwithstanding the foregoing, the parties specifically agree and acknowledge that all claims, causes of actions or disputes related to Franchisee's covenants not to compete set forth in Section 13 of this Agreement, including the interpretation, validity and enforcement thereof, shall be governed by the laws of the state where the Studio is located.

16.2 **Internal Dispute Resolution**. Franchisee must first bring any claim or dispute between Franchisee and Franchisor to Franchisor's management and make every effort to resolve the dispute internally. Franchisee must exhaust this internal dispute resolution procedure before Franchisee may bring Franchisee's dispute before a third

party. This agreement to first attempt resolution of disputes internally shall survive termination or expiration of this Agreement.

16.3 **Mediation**. At Franchisor's option, all claims or disputes between Franchisee and Franchisor (or its affiliates) arising out of, or in any way relating to, this Agreement or any other agreement by and between Franchisee and Franchisor (or its affiliates), or any of the parties' respective rights and obligations arising from such agreement, which are not first resolved through the internal dispute resolution procedure set forth in Section 16.1 above, will be submitted first to mediation to take place at Franchisor's then-current corporate headquarters under the auspices of the American Arbitration Association ("AAA"), in accordance with AAA's Commercial Mediation Rules then in effect. Before commencing any legal action against Franchisor or its affiliates with respect to any such claim or dispute, Franchisee must submit a notice to Franchisor, which specifies, in detail, the precise nature and grounds of such claim or dispute. Franchisor will have a period of thirty (30) days following receipt of such notice within which to notify Franchisee as to whether Franchisor or its affiliates elects to exercise its option to submit such claim or dispute to mediation. Franchisee may not commence any action against Franchisor or its affiliates with respect to any such claim or dispute in any court unless Franchisor fails to exercise its option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by Franchisor. Franchisor's rights to mediation, as set forth herein, may be specifically enforced by Franchisor. Each party will bear its own cost of mediation and Franchisor and Franchisee will share mediator fees equally. This agreement to mediate will survive any termination or expiration of this Agreement. The parties will not be required to first attempt to mediate a controversy, dispute, or claim through mediation if such controversy, dispute, or claim concerns an allegation that a party has violated (or threatens to violate, or poses an imminent risk of violating): (a) any federally protected intellectual property rights in the Marks, the System, or in any Confidential Information or other confidential information; (b) any of the restrictive covenants contained in this Agreement; and (c) any of Franchisee's payment obligations under this Agreement.

16.4 **Mandatory Binding Arbitration**. Subject to Sections 16.2, 16.3 and 16.5 of this Agreement, Franchisee and Franchisor agree that any claim, dispute, suit, action, controversy, or proceeding of any type whatsoever including any claim for equitable relief and/or where either party is acting as a "private attorney general," suing pursuant to a statutory claim or otherwise, between or involving Franchisee and Franchisor on whatever theory and/or facts based and whether or not arising out of this Agreement (each, a "Claim") will be processed in the following manner:

A. Franchisee and Franchisor each expressly waives all rights to any court proceeding, except as expressly provided in Section 16.5 below;

B. All Claims shall be submitted to and resolved by binding arbitration that will take place at Franchisor's headquarters or other location that Franchisor designates in Irvine, California, before and in accordance with the arbitration rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator shall be entered in any Court having jurisdiction thereof.

C. Franchisor and Franchisee agree that any arbitration between Franchisor and Franchisee shall be of Franchisee's individual claim and that the claim subject to arbitration shall not be arbitrated on a class-wide basis.

D. This arbitration provision shall be deemed to be self-executing, and in the event either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear.

E. In no event shall Franchisor be liable to Franchisee for punitive damages in any action arising out of or relating to this Agreement, or any breach, termination or cancellation hereof.

F. Any arbitration proceeding involving this Agreement or the Studio generally, including all demands, other filings and evidence submitted in connection with such proceeding, must be kept strictly confidential by Franchisee and its representatives, unless Franchisor agrees otherwise in writing.

16.5 **Right to Injunctive Relief**. Franchisee acknowledges and agrees that irreparable harm could be caused to Franchisor by Franchisee's violation of certain provisions of this Agreement and, as such, in addition to any other relief available at law or equity, Franchisor shall be entitled to obtain in any court of competent jurisdiction, without bond, restraining orders or temporary or permanent injunctions in order to enforce, among other items, the provisions of this Agreement relating to: (i) Franchisee's use of the Marks and Confidential Information (including any proprietary software used in connection with the Studio); (ii) the in-term covenant not to compete, as well as any other violations of the restrictive covenants set forth in this Agreement; (iii) Franchisee's obligations on termination or expiration of this Agreement; (iv) disputes and controversies based on or arising under the Lanham Act, or otherwise involving the Marks, as now or hereafter amended; (v) disputes and controversies involving enforcement of the Franchisor's rights with respect to confidentiality under this Agreement; and (vi) the prohibition of any act or omission by Franchisee or its employees that constitutes a violation of applicable law, threatens Franchisor's franchise system or threatens other franchisees of Franchisor. Franchisee's only remedy if such an injunction is entered will be the dissolution of the injunction, if appropriate, and Franchisee waives all damage claims if the injunction is wrongfully issued.

16.6 **Choice of Forum.**

A. Franchisee acknowledges and agrees that this Agreement is entered into in California and that, subject to the requirements of Sections 16.4 and Section 16.5 above, any action brought by either party against the other for the purpose of enforcing the terms and provisions of this Agreement (provided such action is not subject to the arbitration proceeding pursuant to the terms of this Agreement or applicable law) shall be instituted solely in a state or federal court having subject matter jurisdiction thereof only in California in the judicial district in which Franchisor has its principal place of business and in no other court and that Franchisee irrevocably waives any objection Franchisee may have to the exclusive jurisdiction or the exclusive venue of such court.

B. If Franchisee institutes any arbitration or other legal proceedings in any venue or other court other than those specified, Franchisee shall assume all of Franchisor's costs in connection therewith, including, without limitation, reasonable attorney fees regardless of the outcome of such arbitration or legal proceedings.

C. Franchisee acknowledges that Franchisor may bring an action in any other court of competent jurisdiction to seek and obtain injunctive relief as set forth in Section 16.5 above, including to enforce Franchisee's non-compete obligations hereunder.

16.7 **Waiver of Punitive Damages**. Franchisee hereby waives to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) against Franchisor arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agrees that in the event of a dispute, that Franchisee's recovery is limited to actual damages. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages. Nothing in this Section or any other provision of this Agreement shall be construed to prevent Franchisor from claiming and obtaining expectation or consequential damages, including lost future royalties for the balance of the term of this Agreement if it is terminated due to Franchisee's default, which the parties agree and acknowledge Franchisor may claim under this Agreement.

16.8 **WAIVER OF JURY TRIAL**. THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS

OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR FRANCHISEE'S PURCHASE FROM FRANCHISOR OF THE FRANCHISE AND/OR ANY GOODS OR SERVICES.

16.9 **WAIVER OF CLASS ACTIONS**. THE PARTIES AGREE THAT ALL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE SALE OF THE FRANCHISED BUSINESS, WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE BASIS, AND THAT ANY PROCEEDING BETWEEN FRANCHISEE, FRANCHISEE'S GUARANTORS AND FRANCHISOR OR ITS AFFILIATES/OFFICERS/EMPLOYEES MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN FRANCHISOR AND ANY OTHER THIRD PARTY.

16.10 **Attorneys' Fees and Costs.**

A. If legal action or arbitration is necessary to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable compensation for preparation, investigation, court costs, arbitration costs (if applicable) and reasonable attorneys' fees, from the non-prevailing party as fixed by an arbitrator or court of competent jurisdiction.

B. Separate and distinct from the right of a prevailing party to recover expenses, costs and fees in connection with any legal proceeding or arbitration, the prevailing party shall also be entitled to receive all expenses, costs and reasonable attorneys' fees incurred in connection with the enforcement of any arbitration award or judgment entered. Furthermore, the right to recover post-arbitration award and post-judgment expenses, costs and attorneys" fees shall be severable and shall survive any award or judgment and shall not be deemed merged into such judgment.

16.11 **No Withholding of Payments**. Franchisee shall not withhold all or any part of any payment to Franchisor or any of its affiliates on the grounds of Franchisor's alleged nonperformance or as an offset against any amount Franchisor or any of Franchisor's affiliates allegedly may owe Franchisee under this Agreement or any related agreements.

16.12 **Limitation of Actions**. Franchisee further agrees that no cause of action arising out of or under this Agreement may be maintained by Franchisee against Franchisor unless brought before the expiration of one (1) year after (a) the act, transaction or occurrence upon which such action is based, or (b) Franchisee becomes aware, or should have become aware after reasonable investigation, of facts or circumstances reasonably indicating that Franchisee may have a claim against Franchisor hereunder, whichever occurs sooner. Any claim, action or other proceeding not brought against Franchisor or its affiliates within this period shall be barred as a claim, counterclaim, defense, or set-off. Franchisee hereby waives the right to obtain any remedy based on alleged fraud, misrepresentation, or deceit by Franchisor, including, without limitation, rescission of this Agreement, in any mediation, judicial, or other adjudicatory proceeding arising hereunder, except upon a ground expressly provided in this Agreement, or pursuant to any right expressly granted by any applicable statute expressly regulating the sale of franchises, or any regulation or rules promulgated thereunder.

16.13 **Third Party Beneficiaries**. Franchisor's officers, directors, shareholders, agents and/or employees are express third-party beneficiaries of the provisions of this Agreement, including the dispute resolution provisions set forth in this Section 21, each having authority to specifically enforce the right to mediate/arbitrate claims asserted against such person(s) by Franchisee.

I have read Article 16, understand it, and agree to comply with each of its Sections.
Your Initials: _____ / _____

17. MISCELLANEOUS PROVISIONS

17.1 **Severability**. Except as provided in Section 13.4, each article, section, paragraph, term and provision of this Agreement, or any portion thereof, shall be considered severable and if, for any reason, any such portion of this Agreement is held by an arbitrator or by a court of competent jurisdiction to be unenforceable due to any applicable existing or future law or regulation, such portion shall not impair the operation of or have any effect upon, the remaining portions of this Agreement which will remain in full force and effect. No right or remedy conferred upon or reserved to Franchisor or Franchisee by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but, each shall be cumulative of every other right or remedy.

17.2 **Waiver and Delay**. No failure, refusal or neglect of Franchisor to exercise any right, power, remedy or option reserved to it under this Agreement, or to insist upon strict compliance by Franchisee with any obligation, condition, specification, standard or operating procedure in this Agreement, shall constitute a waiver of any provision of this Agreement and the right of Franchisor to demand exact compliance with this Agreement, or to declare any subsequent breach or default or nullify the effectiveness of any provision of this Agreement. Subsequent acceptance by Franchisor of any payment(s) due it under this Agreement shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement.

17.3 **Designation of Responsible Parties**. Franchisee represents and warrants to Franchisor that the list below states: (i) the name, mailing address and equity interest of each person holding any shares or other form of ownership, or security interest convertible into an equity interest, in Franchisee, showing percentage of ownership held by each and (ii) the name and mailing address of the individual(s) who will be the Operating Principal(s) of the Studio. Each Operating Principal named below has the authority to act for Franchisee in all matters relating to the franchised Studio granted hereunder, including voting responsibilities. Only those individuals who are party to this Agreement and have an ownership interest in the franchise entity may be listed as an Operating Principal. Franchisee shall promptly notify Franchisor of any change in any such information. Any change in the Operating Principal(s), or in ownership information of Franchisee, is subject to Article 14 and the training requirements of this Agreement:

Franchisee is a ☐ _____, organized under the laws of _____, or ☐ Franchisee is an individual or group of individuals, and hereby represents and warrants that the information stated below is true and accurate as of the date set forth below:

Shareholder, Partner, Member or Individual Name and Address	**Percentage of Ownership Interest**
_____	_____
_____	_____

Operating Principal (may also be referred to as the "Designated Operator" in the FDD):

_____

17.4 **Franchisor's Discretion**. Except as otherwise specifically referenced herein, all acts, decisions, determinations, specifications, prescriptions, authorizations, approvals, consents and similar acts by Franchisor may be taken or exercised in the sole and absolute discretion of Franchisor, regardless of the impact upon Franchisee. Franchisee acknowledges and agrees that when Franchisor exercises its discretion or judgment, its

decisions may be for the benefit of Franchisor or the Pure Barre franchise network and may not be in the best interest of Franchisee as an individual franchise owner.

17.5 **Notices.**

A. All notices which the parties hereto may be required or permitted to give under this Agreement shall be in writing and shall be personally delivered or mailed by certified or registered mail, return receipt requested, postage paid, or by reliable overnight delivery service, addressed as follows:

If to Franchisor:

PB Franchising, LLC
17877 Von Karman Ave., Suite 100
Irvine, CA 92614
Attention: Sarah Luna, President

If to Franchisee:

_____
_____
_____

B. The addressees herein given for notices may be changed at any time by either party by written notice given to the other party as herein provided. Notices delivered by certified or registered mail shall be deemed to have been given three (3) business days after postmark by United States Postal Service, or the next business day after deposit with reliable overnight delivery service or when delivered by hand.

17.6 **No Recourse Against Nonparty Affiliates.** All claims, obligations, liabilities, or causes of action (whether in contract or in tort, in law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this Agreement, or the negotiation, execution, or performance of this Agreement (including any representation or warranty made in, in connection with, or as an inducement to this Agreement, but not including separate undertakings such as guarantees of performance, personal guaranties, or corporate guarantees), may be made only against (and are those solely of) the entities that are expressly identified as parties in the preamble to this Agreement ("Contracting Parties"). No Person who is not a Contracting Party, including without limitation any director, officer, employee, incorporator, member, partner, manager, stockholder, affiliate, agent, attorney, or representative of, and any financial advisor or lender to, any of the foregoing ("Nonparty Affiliates"), shall have any liability (whether in contract or in tort, in law or in equity, or granted by statute) for any claims, causes of action, obligations, or liabilities arising under, out of, in connection with, or related in any manner to this Agreement or based on, in respect of, or by reason of this Agreement or its negotiation, execution, performance, or breach; and, to the maximum extent permitted by law, each Contracting Party hereby waives and releases all such liabilities, claims, causes of action, and obligations against any such Nonparty Affiliates, unless such liabilities, claims, causes of action, and obligations arise from deliberately fraudulent acts. Without limiting the foregoing, to the maximum extent permitted by law, (a) each Contracting Party hereby waives and releases any and all rights, claims, demands or causes of action that may otherwise be available at law or in equity, or granted by statute, to avoid or disregard the entity form of a Contracting Party or otherwise impose liability of a Contracting Party on any Nonparty Affiliate, whether granted by statute or based on theories of equity, agency, control, instrumentality, alter ego, domination, sham, single business enterprise, piercing the veil, unfairness, undercapitalization, or otherwise; and (b) each Contracting Party disclaims any reliance upon any Nonparty Affiliates with to the performance of this Agreement or any representation or warranty made in, in connection with, or as an inducement to this Agreement. Nothing herein is intended to prevent a Contracting Party from pursuing any distinct legal rights it may have against a Nonparty Affiliate which arise from a separate document, such as a guaranty of performance, personal guaranty, corporate guaranty or similar agreement. Notwithstanding any other provision of this Agreement which limits the right of

prospective Third Party Beneficiaries, any Nonparty Affiliate may rely on this provision and enforce it against any Contracting Party or other Person or entity.

I have read Article 17, understand it, and agree to comply with each of its Sections.
Your Initials: _____ / _____

18. ACKNOWLEDGMENTS

18.1 THE SUBMISSION OF THIS AGREEMENT DOES NOT CONSTITUTE AN OFFER AND THIS AGREEMENT SHALL BECOME EFFECTIVE ONLY UPON THE EXECUTION HEREOF BY THE FRANCHISOR AND THE FRANCHISEE. THE DATE OF EXECUTION BY THE FRANCHISOR SHALL BE CONSIDERED TO BE THE DATE OF EXECUTION OF THIS AGREEMENT.

18.2 THIS AGREEMENT SHALL NOT BE BINDING ON THE FRANCHISOR UNLESS AND UNTIL IT SHALL HAVE BEEN ACCEPTED AND SIGNED BY AN AUTHORIZED OFFICER OF THE FRANCHISOR.

18.3 FRANCHISEE ACKNOWLEDGES THAT IT RECEIVED A COMPLETE COPY OF THIS AGREEMENT FOR A PERIOD NOT LESS THAN FOURTEEN (14) CALENDAR DAYS, DURING WHICH TIME FRANCHISEE CONDUCTED AN INDEPENDENT INVESTIGATION OF THE BUSINESS LICENSED HEREUNDER TO THE EXTENT OF FRANCHISEE'S DESIRE TO DO SO. FRANCHISEE RECOGNIZES AND ACKNOWLEDGES THAT THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT INVOLVES BUSINESS RISKS, AND THAT ITS SUCCESS WILL BE LARGELY DEPENDENT UPON THE ABILITY OF THE FRANCHISEE AS AN INDEPENDENT BUSINESSPERSON. FRANCHISOR EXPRESSLY DISCLAIMS THE MAKING OF, AND FRANCHISEE ACKNOWLEDGES THAT IT HAS NOT RECEIVED, ANY WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, THAT FRANCHISEE WILL BE SUCCESSFUL IN THIS VENTURE OR THAT THE BUSINESS WILL ATTAIN ANY LEVEL OF SALES VOLUME, PROFITS, OR SUCCESS. FRANCHISEE ACKNOWLEDGES THAT THIS AGREEMENT, THE FRANCHISE DISCLOSURE DOCUMENT ("FDD"), AND THE EXHIBITS HERETO CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES. THIS AGREEMENT TERMINATES AND SUPERSEDES ANY PRIOR AGREEMENT BETWEEN THE PARTIES CONCERNING THE SAME SUBJECT MATTER. FRANCHISEE REPRESENTS, WARRANTS AND ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY INFORMATION NOT SPECIFICALLY DISCLOSED IN THE FDD IN MAKING ITS DETERMINATION TO ENTER INTO THIS AGREEMENT.

18.4 FRANCHISEE AGREES AND ACKNOWLEDGES THAT FULFILLMENT OF ANY AND ALL OF FRANCHISOR'S OBLIGATIONS WRITTEN IN THIS AGREEMENT OR BASED ON ANY ORAL COMMUNICATIONS WHICH MAY BE RULED TO BE BINDING IN A COURT OF LAW SHALL BE FRANCHISOR'S SOLE RESPONSIBILITY AND NONE OF FRANCHISOR'S AGENTS, REPRESENTATIVES, NOR ANY INDIVIDUALS ASSOCIATED WITH FRANCHISOR'S FRANCHISE COMPANY SHALL BE PERSONALLY LIABLE TO FRANCHISEE FOR ANY REASON. THIS IS AN IMPORTANT PART OF THIS AGREEMENT. FRANCHISEE AGREES THAT NOTHING THAT FRANCHISEE BELIEVES FRANCHISEE HAS BEEN TOLD BY FRANCHISOR OR FRANCHISOR'S REPRESENTATIVES SHALL BE BINDING UNLESS IT IS WRITTEN IN THIS AGREEMENT. THIS IS AN IMPORTANT PART OF THIS AGREEMENT. DO NOT SIGN THIS AGREEMENT IF THERE IS ANY QUESTION CONCERNING ITS CONTENTS OR ANY REPRESENTATIONS MADE.

I have read Article 18, understand it, and agree to comply with each of its Sections.
Your Initials: _____ / _____

19. ENTIRE AGREEMENT

This Agreement, the documents referred to herein, and the exhibits hereto, constitute the entire and only agreement between the parties concerning the granting, awarding and licensing of Franchisee as an authorized Pure Barre Franchisee at the Studio location, and supersede all prior and contemporaneous agreements. There are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the parties other than those set forth herein. Except for those permitted to be made unilaterally by Franchisor hereunder, no amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. This Agreement does not alter agreements between Franchisor and Franchisee for other locations. Nothing in this Agreement or in any related agreement, however, is intended to disclaim the representations Franchisor made in the FDD that Franchisor furnished to Franchisee.

THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK
SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below to be effective upon execution by Franchisor.

"FRANCHISOR"

PB FRANCHISING, LLC

By: _____

Title: _____

Accepted: _____

"FRANCHISEE"

If Franchisee is an individual:

Signature: _____

Date: _____

Signature: _____

Date: _____

If Franchisee is a corporation or other entity:

_____
[Name of Franchisee]

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

EXHIBIT 1 TO
PURE BARRE FRANCHISE AGREEMENT

AUTHORIZED LOCATION ADDENDUM

This Addendum is made to the Pure Barre Franchise Agreement (the "Franchise Agreement") between PB Franchising, LLC ("Franchisor"), and _____ ("Franchisee"), dated _____, 20__.

1. **Preservation of Agreement.** Except as specifically set forth in this Addendum, the Franchise Agreement shall remain in full force and effect in accordance with its terms and conditions. This Addendum is attached to and upon execution becomes an integral part of the Franchise Agreement.

2. **Authorized Location.** The parties hereto agree that the Authorized Location referred to in Section 1.3 of the Franchise Agreement shall be the following:

_____.

3. **Designated Territory, if any.** Pursuant to Section 1.3 of the Franchise Agreement, Franchisee's Designated Territory will be defined as follows (if identified on a map, please attach map and reference attachment below):

_____
_____
_____

This Addendum is agreed to and accepted by the parties this ___ day of _____, 20__.

FRANCHISOR:

By: _____

Title: _____

FRANCHISEE:

By: _____

Title: _____

By: _____

Title: _____

EXHIBIT 2 TO THE PURE BARRE FRANCHISE AGREEMENT

ELECTRONIC FUNDS TRANSFER AGREEMENT

This Electronic Funds Transfer Agreement (the "Agreement") is made on this ___day of _____, 20__ by and between PB Franchising, LLC. ("Franchisor"), and _____ or their assignee, if a partnership, corporation or limited liability company is later formed ("Franchisee").

Whereas, Franchisor and Franchisee are parties to a Pure Barre Franchise Agreement executed on even date herewith (the "Franchise Agreement") and desire to enter into an Addendum to the Franchise Agreement;

Now, therefore in consideration of the mutual promises contained herein and as an inducement to Franchisor to execute the Franchise Agreement, the parties agree as follows:

A. Franchisee shall pay any and all fees and other charges in connection with this Addendum and the Franchise Agreement (including, without limitation, the Royalty Fees, contributions to the Fund and any other payments due to Franchisor by Franchisee, and any applicable late fees and interest charges) by electronic, computer, wire, automated transfer, ACH debiting, and bank clearing services (collectively, "electronic funds transfers" or "EFT"), and Franchisee shall undertake all action necessary to accomplish such transfers.

B. Upon execution and delivery of this Agreement, Franchisee shall execute and deliver two (2) originals of the "Electronic Debit Authorization" attached as Exhibit 3 to the Franchise Agreement, which authorizes Franchisee's bank or other financial institution to accept debit originations, electronic debit entries, or other EFT, and electronically deposit fees and contributions owing Franchisor directly to Franchisor's bank account(s). Upon Franchisor's request, Franchisee shall deliver to Franchisor all additional information that Franchisor deems necessary (including, without limitation, financial institution of origin and relevant accounts and ABA/transit numbers for any new bank accounts that Franchisee opens after the date of this Addendum) in connection with such EFT.

C. By executing this Addendum, Franchisee authorizes Franchisor to withdraw funds at such days and times as Franchisor shall determine via EFT from Franchisee's bank account for all fees and other charges in connection with the Franchise Agreement and this Addendum, as described in the first sentence of this paragraph. Franchisee authorizes weekly ACH debits via EFT based on an amount equal to the total weekly amount due Franchisor, as set forth in Section 5 of the Franchise Agreement.

D. Franchisee is responsible for paying all service charges and other fees imposed or otherwise resulting from action by Franchisee's bank in connection with EFT by Franchisor, including, without limitation, any and all service charges and other fees arising in connection with any EFT by Franchisor not being honored or processed by Franchisee's bank for any reason and a Fifty Dollar ($50) charge by Franchisor for processing the EFT. Upon written notice by Franchisor to Franchisee, Franchisee may be required to pay any amount(s) due under the Franchise Agreement and/or this Addendum directly to Franchisor by check or other non-electronic means in lieu of EFT at Franchisor's discretion. It shall be a non-curable event of default under Article 15 of the Franchise Agreement if Franchisee closes any bank account without completing all of the following forthwith after such closing: (1) immediately notifying Franchisor thereof in writing, (2) immediately establishing another bank account, and (3) executing and delivering to Franchisor all documents necessary for Franchisor to begin and continue making withdrawals from such bank account by EFT as this Addendum permits.

E. Except as specifically set forth in this Addendum, the Franchise Agreement shall remain in full force and effect in accordance with its terms and conditions. This Addendum is attached to and upon execution becomes an integral part of the Franchise Agreement.

F. Wherefore, the parties have set forth their hand and seal on the day and date first above written.

FRANCHISOR:

By: _____

Title: _____

FRANCHISEE:

By: _____

Title: _____

By: _____

Title: _____

EXHIBIT 3 TO THE
PURE BARRE FRANCHISE AGREEMENT

ELECTRONIC DEBIT AUTHORIZATION
[SAMPLE – MAY OBTAIN INFORMATION IN DIFFERENT MANNER]

FRANCHISOR: PB Franchising, LLC

FRANCHISOR ID NUMBER: _____

The undersigned hereby authorizes PB Franchising, LLC (the "Franchisor"), to initiate debit entries to the undersigned's checking account indicated below and the depository named below (the "Depository"), to debit the same to such account.

Depository Name: _____
Branch: _____
City State and Zip Code: _____
_____

Transit/ABA No.: _____
Account Number: _____

This authority is to remain in full force and effect until the underlying obligations under the Franchise Agreement have been satisfied in full or released in writing by Franchisor.

This authorization further confirms my understanding of Exhibit 2 to the Franchise Agreement signed by me/us in which I/we expressly agree that this authorization shall apply to any and all Depositories and bank accounts with which I/we open accounts during the term of the Franchisee Agreement and any renewals. Without limiting the generality of the forgoing, I/we understand that if I/we close any bank account, I/we are obligated immediately to: (i) notify Franchisor thereof in writing, (ii) establish another bank account, and (iii) execute and deliver to Franchisor all documents necessary for Franchisor to begin and continue making withdrawals from such bank account/depository by ACH debiting or other electronic means. I/we specifically agree and declare that this Authorization shall be the only written authorization needed from me/us in order to initiate debit entries/ACH debit originations to my/our bank account(s) established with any Depository in the future.

DATE: _____

ID NUMBER: _____

PRINT NAME(S): SIGNATURE(S):

_____ _____

_____ _____

EXHIBIT 4 TO THE PURE BARRE FRANCHISE AGREEMENT

GUARANTEE, INDEMNIFICATION AND ACKNOWLEDGEMENT

For value received, and in consideration for, and as an inducement to PB Franchising, LLC (the "Franchisor") to execute the Pure Barre Franchise Agreement (the "Franchise Agreement"), of even date herewith, by and between Franchisor and _____ or his assignee, if a partnership, corporation or limited liability company is later formed (the "Franchisee"), _____ (the "Guarantor(s)"), jointly and severally, hereby unconditionally guarantee to Franchisor and its successors and assigns the full and timely performance by Franchisee of each obligation undertaken by Franchisee under the terms of the Franchise Agreement, including all of Franchisee's monetary obligations arising under or by virtue of the Franchise Agreement.

Upon demand by Franchisor, Guarantor(s) will immediately make each payment required of Franchisee under the Franchise Agreement. Guarantor(s) hereby waive any right to require Franchisor to: (a) proceed against Franchisee for any payment required under the Franchise Agreement; (b) proceed against or exhaust any security from Franchisee; or (c) pursue or exhaust any remedy, including any legal or equitable relief, against Franchisee. Without affecting the obligations of Guarantor(s) under this Guarantee, Indemnification and Acknowledgment, Franchisor may, without notice to Guarantor(s), extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust or compromise any claims against Franchisee.

Guarantor(s) waive notice of amendment of the Franchise Agreement and notice of demand for payment by Franchisee, and agree to be bound by any and all such amendments and changes to the Franchise Agreement.

Guarantor(s) hereby agree to defend, indemnify and hold Franchisor harmless against any and all losses, damages, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees, reasonable costs of investigations, court costs, and arbitration fees and expenses) resulting from, consisting of, or arising out of or in connection with any failure by Franchisee to perform any obligation of Franchisee under the Franchise Agreement, any amendment, or any other agreement executed by Franchisee referred to therein.

Guarantor(s) hereby acknowledge and agree to be individually bound by all obligations and covenants of Franchisee contained in the Franchise Agreement, including those related to non-competition and confidentiality.

This Guarantee shall terminate upon the expiration or termination of the Franchise Agreement, except that all obligations and liabilities of Guarantor(s) that arise from events that occurred on or before the effective date of such termination shall remain in full force and effect until satisfied or discharged by Guarantor(s), and all covenants that by their terms continue in force after termination or expiration of the Franchise Agreement shall remain in force according to their terms. Upon the death of an individual Guarantor, the estate of such Guarantor will be bound by this Guarantee, but only for defaults and obligations existing at the time of death, and the obligations of the other Guarantor(s) will continue in full force and effect.

The validity of this Guarantee and the obligations of Guarantor(s) hereunder shall in no way be terminated, restricted, diminished, affected or impaired by reason of any action that Franchisor might take or be forced to take against Franchisee, or by reason of any waiver or failure to enforce any of the rights or remedies reserved to Franchisor in the Franchise Agreement or otherwise.

The use of the singular herein shall include the plural. Each term used in this Guarantee, unless otherwise defined herein, shall have the same meaning as when used in the Franchise Agreement.

This Guarantee is to be performed in Orange County, California and shall be governed by and construed in accordance with the laws of the State of California. Notwithstanding the foregoing, the undersigned specifically agree and acknowledge that any claims, causes of action or disputes arising out of or related to Franchisee's or any of Guarantor's covenants not to compete (set forth in the Franchise Agreement and now incorporated by reference as if fully set forth in this Guaranty), including the interpretation, validity and enforcement thereof, shall be governed by the laws where the Studio is located. Guarantor(s) specifically agree that the provision of the Franchise Agreement related to dispute resolution (internal dispute resolution, non-binding mediation and arbitration), injunctive relief, waivers, attorneys' fees and other enforcement of the Franchise Agreement shall apply equally with respect to all claims or causes of action arising out of or related to this Guaranty in any manner (including the interpretation thereof). Franchisor and Guarantor(s) agree that any dispute under this Guarantee shall be resolved by arbitration as set forth in the Franchise Agreement (subject to the exceptions described therein).

In connection therewith, each of the undersigned hereby appoints the Secretary of State for the State of California as his/his agent for service of process to receive summons issued by the court in connection with any such litigation. Franchisor and Guarantor(s) agree that any dispute under this Guarantee shall be resolved by arbitration pursuant to Article 16 of the Franchise Agreement (except as otherwise provided in Article 16 of the Franchise Agreement).

IN WITNESS WHEREOF, each of the undersigned has signed this Guarantee as of the date of the Franchise Agreement.

WITNESS:	**GUARANTOR(S)**
	[NAME]
_____	_____
	[Name], Individually
_____	**[NAME]**
	_____
	[Name], Individually

EXHIBIT 5 TO THE
PURE BARRE FRANCHISE AGREEMENT

ADDENDUM TO LEASE

This Addendum to Lease (this "Addendum") modifies and supplements that certain lease dated _____ and entered into by Tenant and Landlord concerning the Location at _____(the "Lease").

Landlord and Tenant, intending that PB Franchising, LLC, a Delaware limited liability company, ("Franchisor") (and its successors and assigns) be a third-party beneficiary of this Addendum, agree as follows:

(1) Landlord shall, during the term of the Lease and thereafter, provide Franchisor all sales and other information it may have, whether provided by Tenant or otherwise, related to the operation of Tenant's Studio as Franchisor may reasonably request;

(2) Tenant may display the trademarks, service marks and other commercial symbols owned by Franchisor and used to identify the service and/or products offered at the Studio, including the name "Pure Barre," the Studio design and image developed and owned by Franchisor, as it currently exists and as it may be revised and further developed by Franchisor from time to time, and certain associated logos in accordance with the specifications required by the Pure Barre Manual, subject only to the provisions of applicable law and in accordance with provisions in the Lease no less favorable than those applied to other tenants of Landlord;

(3) Tenant shall not, and the Landlord shall not permit the tenant to, sublease or assign all or any part of the Lease or the Premises, or extend the term or renew the Lease, without Franchisor's prior written consent;

(4) Landlord shall concurrently provide Franchisor with a copy of any written default notice sent to Tenant and thereupon grant Franchisor the right (but not the obligation) to cure any deficiency or default under the Lease, should Tenant fail to do so, within five (5) days after the expiration of the period in which Tenant may cure the default;

(5) The Premises shall be used only for the operation of a Studio operating (a) under the Franchisor's proprietary marks and operating system that Franchisor designates for use the Manuals or otherwise, and (b) pursuant to a valid Franchise Agreement with Franchisor that has not been terminated by Franchisor;

(6) Tenant may, without Landlord's consent (but subject to providing Landlord with written notice thereof), at any time assign this Lease or sublease the whole or any part of the Premises to Franchisor or any successor, subsidiary or affiliate of Franchisor;

(7) Nothing in the Lease shall prevent or otherwise affect the ability of Franchisor's affiliates to open or operate, or license a third party the right to open and operate, one (1) or more of their respective fitness concepts (franchised or otherwise) within the same shopping center, strip mall, mall, outlets venue, corporate park or other dedicated shopping venue associated with the subject Premises;

(8) In the event of an assignment of the Lease to Franchisor as described in (6) above, Franchisor may further assign this Lease, subject to Landlord's consent, such consent not to be unreasonably withheld based on the remaining obligations of assignee under the Lease, to a duly authorized franchisee of Franchisor, and thereupon Franchisor shall be released from any further liability under the Lease;

(9) Until changed by Franchisor, notice to Franchisor shall be sent as follows:

PB Franchising, LLC
17877 Von Karman Ave., Suite 100
Irvine, CA 92614
Attn: Sarah Luna, President

(10) None of the provisions in this Addendum or any rights granted Franchisor hereunder, may be amended absent Franchisor's prior written consent.

AGREED:

TENANT	LANDLORD
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

Exhibit B
To Franchise Disclosure Document

LIST OF STATE AGENTS FOR SERVICE OF PROCESS AND STATE ADMINISTRATORS

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

CALIFORNIA
Commissioner of Business Oversight
One Sansome Street
Suite 600
San Francisco, CA 94104
Tel: (415) 972-8559
Fax: (415) 972-8590
Toll Free: (866) 275-2677

CONNECTICUT
Department of Banking
Securities and Business Investments Division
260 Constitution Plaza
Hartford, Connecticut 06103-1800
Tel: (860) 240-8230

FLORIDA
Tom Kenny, Regulatory Consultant
Department of Agriculture & Consumer Services
Division of Consumer Services
P.O. Box 6700
Tallahassee, Florida 32314
Tel: (850) 488-2221
Fax: (850) 410-3804

HAWAII
(for service of process)
Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

(state agency)
Department of Commerce &
Consumer Affairs
King Kalakaua Building
335 Merchant Street, Rm 203
Honolulu, Hawaii 96813
Tel: (808)586-2722
Fax: (808) 587-7559

ILLINOIS
Franchise Bureau
Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

INDIANA
(for service of process)
Indiana Secretary of State
201 State House
Indianapolis, Indiana 46204

(state agency)
Securities Commissioner
Indiana Secretary of State
Securities Division, Franchise Section
302 West Washington Street,
Room E-111
Indianapolis, Indiana 46204
Tel: (317) 232-6681

IOWA
Dennis Britson
Director of Regulated Industries Unit
Iowa Securities Bureau
340 Maple
Des Moines, Iowa 50319-0066
Tel: (515) 281-4441
Fax: (515) 281-3059

MARYLAND
(for service of process)
Maryland Securities Commissioner
Division of Securities
200 St. Paul Place
Baltimore, Maryland 21202-2020

(state agency)
Office of the Attorney General
Division of Securities
200 St. Paul Place
Baltimore, Maryland 21202-2020
Tel: (410) 576-6360

MICHIGAN
(for service of process)
Michigan Department of Consumer and Industry Services
Bureau of Commercial Services
Corporations Division
PO Box 30054
Lansing, Michigan 48909
Tel: (517) 241-6470

MICHIGAN
(state agency)
Department of the Attorney General
Consumer Protection Division
Antitrust and Franchise Section
670 Law Building
Lansing, MI 48913
Tel: (517) 373-7117

MINNESOTA
Commissioner of Commerce
85 Seventh Place East, Suite 280
St. Paul, MN 55101-2198
Tel: (651) 539-1600

NEBRASKA
Gene Schenkelberg, Securities Analyst
Department of Banking & Finance
1200 N. Street, Suite 311
P.O. Box 95006
Lincoln, Nebraska 68509
Tel: (402) 417-3445

NEW YORK
(for service of process)
Attention: New York Secretary of State
New York Department of State
One Commerce Plaza,
99 Washington Avenue, 6th Floor
Albany, NY 12231-0001
(518) 473-2492

TEXAS
Statutory Document Section
Secretary of State
1719 Brazos
Austin, Texas 78701
Attn: Dorothy Wilson
Tel: (512) 475-1769

NEW YORK
(state agency)
Office of the Attorney General
Investor Protection Bureau
28 Liberty Street, 15th Floor
New York, NY 10005
Tel: 212-416-8222

NORTH DAKOTA
(for service of process)
North Dakota Securities Commissioner
North Dakota Securities Department
600 East Boulevard, 5th Floor
Bismarck, North Dakota 58505-0510

(state agency)
North Dakota Securities Department
600 East Boulevard, 5th Floor
Bismarck, North Dakota 58505-0510
Tel: (701) 328-2910

OREGON
Director, Department of Consumer & Business Services
Division of Finance & Corporate Securities
Labor and Industries Building
Salem, Oregon 97310
Tel: (503) 378-4140
Fax: (503) 947-7862
Email: dcbs.dfcsmail@state.or.us

RHODE ISLAND
Director
Securities Division
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Exhibit C
To Franchise Disclosure Document

FINANCIAL STATEMENTS

FRANCHISOR'S BALANCE SHEET AS OF AUGUST 30, 2018 AS WELL AS PROFIT AND LOSS STATEMENT FOR THE PERIOD BEGINNING JANUARY 1, 2018 AND ENDING AUGUST 30, 2018, ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

August 2018 Balance Sheet

Assets	**Aug-18**	**FY 2017**
Current assets		
Cash	$ 2,860,405	$ 908,761
Accounts receivable, net	1,499,435	1,254,927
Inventories, net	1,405,236	1,825,610
Other current assets	625,196	270,535
Total current assets	6,390,271	4,259,834
Fixed assets, net	328,906	583,648
Goodwill, net	55,102,491	60,612,740
Intangible assets, net	39,996,921	42,332,664
Other noncurrent assets	145,893	177,559
Total assets	$ 101,964,483	$ 107,966,445
Liabilities and Member's Equity		-
Current liabilities		-
Accounts payable	$ 532,389	$ 1,164,960
Advertising fee deposits	-	-
Deferred revenues	1,598,963	1,818,255
Current portion of long-term debt	2,550,000	3,500,285
Other current liabilities	767,281	757,863
Total current liabilities	5,448,634	7,241,364
Long-term debt		-
Principal amount, net of current portion	48,822,307	47,895,956
Borrowing under revolving loans	1,005,393	1,000,000
Less unamortized debt issuance costs	(519,332)	(713,747)
Long-term debt less unamortized debt issuance costs	49,308,369	48,182,208
		-
Other noncurrent liabilities	56,327	58,381
Total liabilities	54,813,329	55,481,953
Member's equity	47,151,154	52,484,493
Total liabilities and member's equity	$ 101,964,483	$ 107,966,445

August 2018 GAAP P&L

	Aug-18	YTD
Revenues		
Franchise fees	$ 192,500	$ 1,667,873
Royalty fees	839,537	6,839,734
Merchandise sales	826,992	6,005,014
Service revenues	332,507	2,689,548
Pure Barre on Demand	153,610	1,125,665
Training and other revenues	263,865	1,595,783
Sales Returns and Discounts	(927)	(12,262)
Total revenues	2,608,085	19,911,356
Operating expenses		
Cost of merchandise	458,053	3,284,527
Selling, general and administrative expenses	1,265,020	10,155,204
Depreciation and amortization	1,016,266	8,153,962
Loss on disposition of asset	(300)	(840)
Total operating expenses	2,739,038	21,592,852
Operating Income / (Loss)	(130,953)	(1,681,496)
Other expenses		
Interest expense	491,674	3,633,070
Net loss	$ (622,628)	$ (5,314,566)

PB Franchising, LLC

Financial Statements
December 31, 2017, 2016 and 2015

PB Franchising, LLC
Index
December 31, 2017, 2016 and 2015

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Report of Independent Auditors

To the Board of Directors and
Management of PB Franchising, LLC,

We have audited the accompanying financial statements of PB Franchising, LLC, a wholly owned subsidiary of Pure Barre, LLC, which comprise the balance sheets as of December 31, 2017 and 2016, and the related statements of operations, of members' equity and of cash flows for the years then ended.

Management's Responsibility for the Financial Statements

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; this includes 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.

Auditor's Responsibility

Our responsibility is to express an opinion on the financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the Company's preparation and fair presentation of the financial statements 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, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of PB Franchising, LLC as of December 31, 2017 and 2016, 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.

Emphasis of Matter

As discussed in Note 1 and Note 2, the Company has significant transactions with its parent company.

PricewaterhouseCoopers LLP
Spartanburg, South Carolina
April 6, 2018

PB Franchising, LLC
Balance Sheets
December 31, 2017 and 2016

	2017	2016
Assets		
Current assets		
Cash	$ 180,048	$ 1,449,935
Accounts receivable, net	1,096,901	1,081,940
Other current assets	28,584	44,836
Total current assets	1,305,533	2,576,711
Fixed assets, net	3,886	8,416
Intangible assets, net	1,188,333	1,711,750
Total assets	$ 2,497,752	$ 4,296,877
Liabilities and Member's Equity		
Current liabilities		
Accounts payable	$ 299,426	$ 266,645
Advertising fee deposits	-	281,930
Deferred revenues	1,298,625	1,417,500
Other current liabilities	59,240	5,009
Total current liabilities	1,657,291	1,971,084
Member's equity	840,461	2,325,793
Total liabilities and member's equity	$ 2,497,752	$ 4,296,877

The accompanying notes are an integral part of these financial statements.

PB Franchising, LLC
Statements of Operations
Years Ended December 31, 2017, 2016 and 2015

	2017	2016	2015
Revenues			
Franchise fees	$ 2,609,000	$ 3,922,125	$ 4,143,250
Royalty fees	9,834,727	9,016,643	7,625,219
Other revenues	7,037	209,330	131,758
Total revenues	12,450,764	13,148,098	11,900,227
Operating expenses			
Selling, general and administrative expenses	6,479,046	7,026,993	5,144,799
Depreciation and amortization	527,947	527,676	525,605
Total operating expenses	7,006,993	7,554,669	5,670,404
Operating income	5,443,771	5,593,429	6,229,823
Other expenses			
Interest expense	-	-	43,680
Net income	$ 5,443,771	$ 5,593,429	$ 6,186,143

The accompanying notes are an integral part of these financial statements.

PB Franchising, LLC
Statements of Member's Equity
Years Ended December 31, 2017, 2016 and 2015

	Member's Contributions	Accumulated Earnings	Total Member's Equity
Balances as of December 31, 2014	$ 111,809	$ 401,580	$ 513,389
Net income	-	6,186,143	6,186,143
Noncash contribution from buyer of parent (See Note 6)	3,712,500	-	3,712,500
Distributions to parent	(689,433)	(6,587,723)	(7,277,156)
Balances as of December 31, 2015	3,134,876	-	3,134,876
Net income	-	5,593,429	5,593,429
Distributions to parent	(809,083)	(5,593,429)	(6,402,512)
Balances as of December 31, 2016	2,325,793	-	2,325,793
Net income	-	5,443,771	5,443,771
Distributions to parent	(1,485,332)	(5,443,771)	(6,929,103)
Balances as of December 31, 2017	$ 840,461	$ -	$ 840,461

The accompanying notes are an integral part of these financial statements.

PB Franchising, LLC
Statements of Cash Flows
Years Ended December 31, 2017, 2016 and 2015

	2017	2016	2015
Cash flows from operating activities			
Net income	$ 5,443,771	$ 5,593,429	$ 6,186,143
Adjustments to reconcile net income to net cash provided by operating activities			
Amortization of intangible assets	523,417	523,834	523,833
Depreciation	4,530	3,842	1,772
Provision for doubtful accounts	1,345	9,097	14,126
Changes in operating assets and liabilities			
Accounts receivable	(16,306)	(221,873)	(201,671)
Other current assets	16,252	(21,902)	36,646
Accounts payable	32,781	49,049	64,443
Advertising fee deposits	(281,930)	191,432	(116,254)
Deferred revenues	(118,875)	(196,500)	69,000
Other current liabilities	54,231	(24,675)	(14,389)
Net cash provided by operating activities	5,659,216	5,905,733	6,563,649
Cash flows from investing activities			
Purchases of fixed assets	-	(6,011)	(5,433)
Net cash used in investing activities	-	(6,011)	(5,433)
Cash flows from financing activities			
Cash distributions to parent	(6,929,103)	(6,402,512)	(7,277,156)
Payments of note payable	-	-	(168,750)
Advances due from Parent and affiliate	-	-	2,149,600
Net cash used in financing activities	(6,929,103)	(6,402,512)	(5,296,306)
Net (decrease) increase in cash	(1,269,887)	(502,790)	1,261,910
Cash			
Beginning of year	1,449,935	1,952,725	690,815
End of year	$ 180,048	$ 1,449,935	$ 1,952,725
Supplementary disclosure of noncash financing activities			
Contribution from buyer of parent for repayment of note payable	$ -	$ -	$ 3,712,500
Supplementary disclosure of cash activities			
Cash paid for interest	$ -	$ -	$ 31,306

The accompanying notes are an integral part of these financial statements.

1. Organization and Summary of Significant Accounting Policies

Nature of Operations

PB Franchising, LLC (the "Company"), a wholly owned subsidiary of Pure Barre, LLC, which was formerly known as PB Holdco, LLC (the "Parent"), was organized on September 20, 2012 as a Delaware limited liability company. The Company was formed with the intent of the Parent executing an asset purchase agreement (the "2012 Transaction") to purchase the assets of certain unrelated entities that offer franchises for certain exercise studios that teach a proprietary exercise technique utilizing the Pure Barre brand. On October 11, 2012, the 2012 Transaction was consummated and the Company began operations as the franchisor of the studio franchise system, offering and selling franchises for the operation of such studios.

On April 2, 2015, Lift Holdco, LLC (subsequently re-named Barre Holdco, LLC) and Lift Midco, LLC (subsequently re-named Barre Midco, LLC) were organized as Delaware limited liability companies and were formed with the intent of executing a unit purchase agreement (the "2015 Transaction") between Barre Holdco, LLC (the "Buyer") and the members (the "Sellers") of PB Holdco, LLC pursuant to which the Buyer would acquire from the Sellers all of the issued and outstanding units of membership interests (the "Units") of PB Holdco, LLC, other than rollover Units contributed by the Sellers to the Buyer in exchange for a portion of the units of the Buyer. On May 1, 2015, the 2015 Transaction was consummated.

Additionally, on May 1, 2015, Barre Holdco, LLC and its wholly owned subsidiary, Barre Midco, LLC, entered into a contribution agreement pursuant to which Barre Holdco, LLC contributed, as a capital contribution, its newly-acquired equity interests in PB Holdco, LLC to Barre Midco, LLC (the "Contribution"). As a result of the Contribution, Barre Midco, LLC became the sole member of PB Holdco, LLC, which was re-named Pure Barre, LLC.

Basis of Presentation

The financial statements have been prepared in accordance with United States generally accepted accounting principles ("GAAP").

The Buyer's acquisition of the equity interests in PB Holdco, LLC was accounted for by the Buyer as a business combination in accordance with the acquisition method of accounting pursuant to Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 805, "Business Combinations," ("ASC 805"), which requires recording identifiable assets acquired and liabilities assumed at their acquisition-date fair values. The Contribution was accounted for as a transfer of assets between entities under common control in accordance with ASC 805, which requires the entity that receives the net assets or equity interests to recognize the assets and liabilities transferred at their carrying amounts in the accounts of the transferring entity at the date of the transfer. As such, on May 1, 2015, Barre Midco, LLC recognized the net assets received from the Buyer at the Buyer's acquisition-date fair values. However, the Company did not elect to apply pushdown accounting to its separate financial statements to reflect its assets and liabilities at the Parent's new accounting basis for such assets and liabilities. As a result, the Company will continue to account for its assets and liabilities at their historical costs.

These financial statements also include allocations of certain general corporate expenses of the Parent, which were primarily based upon the estimates of employees' time and effort attributable to the Company's operations. These allocated expenses include costs associated with finance, treasury, accounting, information technology and general management services. The Company has recorded $1,447,384, $1,851,548 and $1,396,109 of allocated costs in "Selling, general and administrative expenses" in the statements of operations for the years ended December 31, 2017, 2016 and 2015, respectively. Management believes the assumptions and methodologies underlying the allocation of general corporate expenses from the Parent are reasonable and consistent for all periods presented. The amounts recorded for the allocations may not be representative of transactions between unrelated parties.

Use of Estimates
The preparation of the financial statements in accordance with GAAP requires management to make accounting estimates based on assumptions, judgments or projections of future results of operations and cash flows. These estimates affect the reported amounts of revenues and expenses during the periods presented and the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities as of the date of the financial statements. Actual results could differ materially from these estimates under different assumptions or conditions.

Cash
The Company considers all highly liquid investments with an original maturity of three months or less to be cash. At times, amounts on deposit with financial institutions exceed amounts insured by the Federal Deposit Insurance Corporation; however, the Company does not believe it is exposed to any significant credit risk on cash.

Accounts Receivable, Net
Accounts receivable, net consist primarily of trade accounts receivable from franchisees for monthly royalties, advertising contributions and other miscellaneous charges to franchisees. Receivables from franchisees are unsecured; however, the franchise agreements provide the Company the right to terminate the franchise for nonpayment of royalties. Accounts receivable are recorded net of an allowance for doubtful accounts that is based on expected collectability and franchisee-specific circumstances. Charges and adjustments to the allowance for doubtful accounts are included in "Selling, general and administrative expenses" in the statements of operations. Individual account balances are written off when they are deemed by management to be uncollectible and are charged against the allowance for doubtful accounts. Actual write-off of receivables may differ from the estimated allowance for doubtful accounts due to changes in franchisee and economic circumstances. As of December 31, 2017, and 2016, the Company has recorded an allowance for doubtful accounts of $20,072 and $20,772, respectively.

Fixed Assets, Net
Fixed assets consist of computers and are stated at cost less accumulated depreciation. Depreciation is recognized on a straight-line basis over the estimated useful lives of the assets (three years). As of December 31, 2017, and 2016, the cost of these assets was $14,030 in both 2017 and 2016, accumulated depreciation on these assets was $10,290 and $5,614, respectively, and the net book value of these assets was $3,740 and $8,416, respectively.

If any assets are sold or retired, the cost and accumulated depreciation of the assets will be removed from the accounts and any gain or loss will be included in the results of operations during the period of sale or disposal. Costs for repairs and maintenance are expensed as incurred.

Intangible Assets, Net
Intangible assets are comprised of franchise agreements, which were recorded at their fair value by the Parent as part of the 2012 Transaction, that were subsequently contributed to the Company. Subsequent additions to intangible assets are recorded at cost and consist of the capitalization of software development costs incurred to obtain software for the Company's internal use. All of the Company's intangible assets are finite-lived intangibles and are stated net of accumulated amortization. Amortization is recognized on a straight-line basis over their estimated useful lives.

The unit of accounting for impairment testing for long-lived assets is its group, which includes amortizable intangible assets and fixed assets. The Company reviews long-lived assets for impairment when events or changes in circumstances indicate that the carrying value of an asset group may no longer be recoverable. The recoverability of an asset group that is held and used would be tested by comparing the carrying value of the asset group to the sum of the estimated undiscounted future cash flows expected to be generated by that asset group. If it is determined that the carrying value of an asset group is not recoverable, an impairment loss would be recognized in the amount that the asset group's carrying value exceeds its fair value (determined based on discounted future cash flows). If it is determined that the carrying value of an asset group is recoverable, the Company would review and adjust, as necessary, the estimated useful lives of the assets in the group. If an asset group were to meet the criteria for classification as an asset held for sale, an impairment charge would be recognized, if necessary, based on the excess of the asset group's carrying value over the expected net proceeds from the sale (the estimated fair value minus the estimated costs to sell).

Advertising Fee Deposits
The Company charges its franchisees a monthly advertising contribution, based on a percentage of gross sales, as required by their franchise agreements. The Company is required to use these contributions for certain advertising, marketing and promotional activities. The Company's billing of these contributions and its advertising, marketing and promotional expenditures using these contributions are excluded from the Company's statements of operations and member's equity, as the related contributions are used exclusively for the benefit of the franchise system and the Company acts, in substance, as an agent with regard to these contributions. Since these contributions are designated for a specific purpose, they are recorded as a liability in "Advertising fee deposits" in the balance sheets and the expenditures associated with this special purpose are charged against this liability.

During the years ended December 31, 2017, and 2016, the total billings to franchisees for advertising contributions were approximately $1,419,000 and $1,307,000, respectively, and the total amounts charged against this liability for advertising, marketing and promotional activities were approximately $1,701,000 and $1,115,000, respectively.

Deferred Revenues and Revenue Recognition
The Company's revenues primarily consist of franchise and royalty fees from franchisees. Revenues are recognized when all of the following criteria are met: persuasive evidence of an arrangement exists, services have been rendered and the Company has no significant remaining obligations, prices are fixed or determinable and collectibility is reasonably assured. Each of the Company's primary types of revenue and their respective revenue recognition policies are discussed further below.

Franchise Fees
The franchisees are required to pay the Company an initial franchise fee per their franchise agreements. The Company recognizes the initial franchise fees as revenue upon the Company's substantial performance of its material contractual obligations as set forth in the franchise agreement, which is generally upon completion of the Company's teaching of the proprietary exercise technique to the franchisees utilizing the Pure Barre workout method. Additionally, if a franchisee assigns or transfers their franchise, they are required to pay the Company a transfer fee, which the Company recognizes as revenue upon completion of the transfer. Franchisees are also required to pay the Company a franchise renewal fee, if they choose to renew their franchise agreement at the end of its term, which the Company recognizes as revenue upon execution of the renewal agreement. Franchise fees received but not yet earned are included in "Deferred revenues" in the balance sheets.

Royalty Fees
In addition to the advertising contributions discussed above, the Company charges the franchisees a monthly royalty fee based on a percentage of the franchisees' gross sales (as defined in their franchise agreements) in the preceding calendar month. Royalty fees are recognized as revenue by the Company when earned (in the month to which the royalty fee pertains).

Advertising Costs
Advertising costs, excluding expenditures charged to the "Advertising fee deposits" liability discussed above, are expensed as incurred. The total of such advertising expense included in "Selling, general and administrative expenses" in the statements of operations was $322,262, $445,378 and $123,465 for the years ended December 31, 2017, 2016, and 2015, respectively.

Income Taxes
As a limited liability company, federal and state income taxes are levied on the members of the applicable parent company rather than on the Company. Accordingly, the financial statements do not reflect a provision for federal or state income taxes. Management has determined that the Company does not have any material unrecognized tax benefits or obligations as of December 31, 2017 or 2016.

Recent Accounting Pronouncements
Revenue Recognition
In May 2014, the FASB issued ASU No. 2014-09, "Revenue from Contracts with Customers (Topic 606)." This new standard provides a single comprehensive model for entities to use in accounting for revenue arising from contracts with customers and supersedes the revenue recognition requirements in ASC Topic 605, "Revenue Recognition," and most industry-specific guidance. The core principle of the new guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which an entity expects to be entitled in exchange for those goods or services, which could potentially result in changes in the amount and timing of revenue recognition for certain transactions. The new guidance allows for either a "full retrospective" or a "modified retrospective" method of application and also requires significantly expanded disclosures regarding the nature, amount, timing and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in those judgments regarding the amount and timing of revenue recognition. In August 2015, the FASB issued ASU No. 2015-14, "Revenue from Contracts with Customers (Topic 606), Deferral of the Effective Date," which defers the effective date of ASU No. 2014-09 for all entities by one year. For nonpublic companies, ASU No. 2014-09 is now effective for annual reporting periods beginning after December 15, 2018, and

permits some options for early adoption, the earliest of which is for annual reporting periods beginning after December 15, 2016.

In April 2016, the FASB issued ASU No. 2016-10, "Revenue from Contracts with Customers (Topic 606), Identifying Performance Obligations and Licensing," and in May 2016, the FASB issued ASU No. 2016-12, Revenue from Contracts with Customers (Topic 606), Narrow-Scope Improvements and Practical Expedients," both of which are amendments to ASU 2014-09. These amendments do not change the core principle of the guidance in ASU 2014-09 or the revised effective date per ASU No. 2015-14 but instead address certain issues and clarify certain aspects of the implementation guidance in Topic 606.

Management is currently evaluating the impact of this new guidance on its financial statements.

Statement of Cash Flows
In August 2016, the FASB issued ASU No. 2016-15, "Statement of Cash Flows (Topic 230), Classification of Certain Cash Receipts and Cash Payments," which amends guidance regarding how certain cash receipts and cash payments are presented and classified in the statement of cash flows. The guidance in this new standard should be applied retrospectively to each period presented unless it is impracticable to do so, in which case it should be applied prospectively as of the earliest date practicable. For nonpublic companies, the guidance in this new standard is effective for fiscal years beginning after December 15, 2018, with early adoption permitted. An entity that elects early adoption must adopt all of the amendments in this new standard in the same period. Management does not expect the adoption of this guidance to have a material impact on the classification of cash receipts and cash payments in its statements of cash flows.

2. Related Party Transactions

The Company's Parent incurs expenses related to the operation of the Company. As discussed in the Basis of Presentation in Note 1, the financial statements include allocations of certain general corporate expenses of the Parent.

Additionally, the Company has an Intellectual Property License Agreement (the "License Agreement") with the Parent, whereby the Company has been granted the right to use and to permit others to use the Pure Barre trademarks owned by the Parent. The initial term of the License Agreement is for ten years and will automatically renew for subsequent periods of one year, unless sooner terminated as provided in the License Agreement. No amounts have been charged by the Parent to the Company under the License Agreement; thus no expense has been recorded in the Company's financial statements.

The Company has an agreement with the Parent whereby excess cash is advanced to the Parent. This noninterest bearing receivable was zero as of both December 31, 2017, and 2016. The Parent has committed to maintaining minimum equity and a minimum working capital balance in the Company.

As further discussed in Note 6, on May 1, 2015, the Buyer of the Parent repaid the Company's note payable under its former credit agreement in full.

3. Franchise Arrangements

The Company's franchisees are granted the right to operate a Pure Barre exercise studio using the Pure Barre technique for a specified term with an option to extend the franchise for an additional term as defined in the franchise agreement. As part of the franchise agreement, the Company provides certain services to its franchisees, which typically include approval of site selection and related purchase or lease agreements, approval of site design and construction plans, approval of the completion of site construction or remodel work to the Company's specifications, initial training, ongoing choreography and music playlists, an annual conference, a page on the purebarre.com website with a link to their schedule and access to the owner and teacher website. Franchisees are responsible for their occupancy costs and all other operating costs of their studios.

Franchisees are required to pay the Company a one-time initial franchise fee, as well as a monthly royalty fee based upon a percentage of gross sales (as defined in their franchise agreements) in the preceding calendar month, subject to a minimum monthly royalty fee. Franchisees are also required to pay the Company a monthly fee for certain advertising, marketing and promotional uses based upon a percentage of gross sales (as defined in their franchise agreements) in the preceding calendar month. Additionally, franchisees are required to generate certain annual minimum gross sales (as defined in their franchise agreements). Franchisees may also obtain additional training from the Company at prices set by the Company at its discretion.

The following tables present the activity in the number of franchisee-owned studios for the years ended December 31, 2017, 2016 and 2015:

	2017	2016	2015
Total studios at beginning of year	423	343	265
Opened	46	81	78
Closed	(7)	(1)	-
Total studios at end of year	462	423	343

4. Intangible Assets, Net

Intangible assets, net consist of the following:

		2017		
	Estimated Useful Life	Gross	Accumulated Amortization	Net
Franchise agreements	7.5 years	$ 3,910,000	$ 2,721,667	$ 1,188,333
Software development costs	3 years	7,500	7,500	-
Total intangible assets		$ 3,917,500	$ 2,729,167	$ 1,188,333

		2016		
	Estimated Useful Life	Gross	Accumulated Amortization	Net
Franchise agreements	7.5 years	$ 3,910,000	$ 2,200,333	$ 1,709,667
Software development costs	3 years	7,500	5,417	2,083
Total intangible assets		$ 3,917,500	$ 2,205,750	$ 1,711,750

Amortization expense of $523,417, $523,834 and $523,833 was recorded in the statements of operations for the years ended December 31, 2017, 2016 and 2015, respectively. No intangible asset impairment charges were recorded in any of the years presented and there are no accumulated impairment losses.

Estimated future amortization expense for the Company's existing intangible assets for the years subsequent to 2017 is as follows:

2018	$ 521,333
2019	521,333
2020	145,667
	$ 1,188,333

5. Contingencies

The Company is party to certain disputes arising in the ordinary course of business. Such disputes may include general contractual liabilities, employment matters, intellectual property disputes and other matters. Management does not believe the ultimate outcome of these matters will materially affect the Company's financial position, cash flows or results of operations.

6. Financing Arrangements

Parent's Credit Agreement
On June 11, 2015, the Parent entered into a credit agreement (the "Credit Agreement") among: (i) Pure Barre, LLC, as the borrower, (ii) Barre Midco, LLC, as a loan party and guarantor and (iii) various financial institutions, as the lenders. Under the Credit Agreement, the borrower can borrow from the lenders an aggregate principal amount of $65,000,000 in the form of: (i) a term loan in an aggregate principal amount not to exceed $60,000,000 and (ii) revolving loans in an aggregate principal amount not to exceed $5,000,000 (which includes letters of credit, the aggregate amount of which shall not at any time exceed $250,000). On June 11, 2015, the Parent borrowed $60,000,000 under the term loan. Loans under the Credit Agreement are secured by a security interest in and lien upon all of the borrower's assets, including all of the assets of the Company. The Credit Agreement matures, and all outstanding loans will become due and payable, on June 11, 2020. The outstanding balance of the Parent's term loan as of December 31, 2017 was $51,396,241. There were $1,000,000 outstanding under the revolving loans and no amounts outstanding for letters of credit.

The Credit Agreement includes financial covenants, which are based on the consolidated results of the Parent and include a maximum total debt to EBITDA ratio and a minimum fixed charge coverage ratio. In March 2018, the Parent amended the Credit Agreement which amended certain financial covenants, reduced the revolving loans to an aggregate principal not to exceed $1,000,000, and will incur additional interest if the Parent does not meet certain debt to EBITDA ratios.

Former Credit Agreement
On September 30, 2013, the Company entered into a credit agreement with a third-party financial institution for borrowings of $4,500,000, the proceeds of which were remitted to the Parent. The Company and PB Product, LLC (a subsidiary of the Parent) were co-borrowers in the credit agreement and the Parent served as guarantor. The note bore interest at 3.25% plus LIBOR, principal and interest payments were due quarterly and the scheduled maturity date was October 1, 2018. The loan was collateralized by all of the assets of the Company, as well as substantially all of the assets of the Parent. On May 1, 2015, as part of the 2015 Transaction and included in the consideration transferred by the Buyer to the Sellers, the Buyer, on behalf of the Sellers, repaid this note in full plus accrued interest and fees totaling $3,727,173 and the credit agreement was terminated and all of the Company's obligations thereunder were discharged.

7. Subsequent Events

ASC 855-10, "Subsequent Events – Overall" ("ASC 855-10"), provides for the disclosures regarding the existence and timing of a company's evaluation of its subsequent events. ASC 855-10 defines two types of subsequent events, "recognized" and "nonrecognized." Recognized subsequent events provide additional evidence about conditions that existed at the date of the balance sheet and are required to be reflected in the financial statements. Nonrecognized subsequent events provide evidence about conditions that did not exist at the date of the balance sheet but arose after that date and, therefore are not required to be reflected in the financial statements. However, certain nonrecognized subsequent events may require disclosure to prevent the financial statements from being misleading. The Company evaluated subsequent events through April 6, 2018, the date these financial statements were available for issuance, and no additional adjustments or disclosures were necessary.

Exhibit D
To Franchise Disclosure Document

STATEMENT OF PROSPECTIVE FRANCHISEE

PURE BARRE
STATEMENT OF PROSPECTIVE FRANCHISEE

[Note: Dates and Answers Must Be Completed in the Prospective Franchisee's Own Handwriting.]

Since the Prospective Franchisee (also called "me," "our," "us," "we" and/or "I" in this document) and PB Franchising, LLC (also called the "Franchisor" or "Pure Barre") both have an interest in making sure that no misunderstandings exist between them, and to verify that no violations of law might have occurred, and understanding that the Franchisor is relying on the statements I/we make in this document, I/we assure the Franchisor as follows:

A. The following dates and information are true and correct:

1.	_____, 20___ **Initials** _____	The date on which I/we received a Uniform Franchise Disclosure Document about a Franchise.
2.	_____, 20___ **Initials** _____	The date when I/we received a fully completed copy (other than signatures) of the Franchise Agreement, Development Agreement (if appropriate) and all other documents I/we later signed.
3.	_____, 20___ **Initials** _____	The earliest date on which I/we signed the Franchise Agreement, Development Agreement or any other binding document (not including any Letter or other Acknowledgment of Receipt.)
4.	_____, 20___ **Initials** _____	The earliest date on which I/we delivered cash, check or other consideration to the Franchisor, or any other person or company.

B. Representations and Other Matters:

1. No oral, written, visual or other promises, agreements, commitments, representations, understandings, "side deals," options, rights-of-first-refusal or otherwise of any type (collectively, the "representations"), including, but not limited to, any which expanded upon or were inconsistent with the Disclosure Document, the Franchise Agreement, or any other written documents, have been made to or with me/us with respect to any matter (including, but not limited to, advertising, marketing, site location and/or development, operational, marketing or administrative assistance, exclusive rights or exclusive or protected territory or otherwise) nor have I/we relied in any way on any such representations, except as expressly set forth in the Franchise Agreement, or a written Addendum thereto signed by the Prospective Franchisee and the Franchisor, except as follows:

_____.

(If none, the Prospective Franchisee should write NONE in his/her/their own handwriting.)

Prospective Franchisee's Initials: _____

2. No oral, written, visual or other claim, guarantee or representation (including, but not limited to, charts, tables, spreadsheets or mathematical calculations to demonstrate actual or possible results based on a combination of variables, such as multiples of price and quantity to reflect gross sales, or otherwise), which stated or suggested any specific level or range of actual or potential sales, costs, income, expenses, profits, cash flow, tax effects or otherwise (or from which such items might be ascertained), from franchised or non-franchised units, was made to

me/us by Franchisor, its affiliates or agents/representatives, nor have I/we relied in any way on any such, except for information (if any) expressly set forth in Item 19 of the Franchisor's Disclosure Document (or an exhibit referred to therein), except as follows:

Prospective Franchisee's Initials: _____

3. No contingency, prerequisite, reservation or otherwise exists with respect to any matter (including, but not limited to, the Prospective Franchisee obtaining any financing, the Prospective Franchisee's selection, purchase, lease or otherwise of a location, any operational matters or otherwise) or the Prospective Franchisee fully performing any of the Prospective Franchisee's obligations, nor is the Prospective Franchisee relying on the Franchisor or any other entity to provide or arrange financing of any type, nor have I/we relied in any way on such, except as expressly set forth in the Franchise Agreement, Development Agreement (if and as appropriate) or a written Addendum thereto signed by the Prospective Franchisee and the Franchisor, except as follows:

_____.

(If none, the Prospective Franchisee should write NONE in his/her/their own handwriting.)

Prospective Franchisee's Initials: _____

4. The individuals signing for the "Prospective Franchisee" constitute all of the executive officers, partners, shareholders, investors and/or principals of the Prospective Franchisee and each of such individuals has received the Uniform Franchise Disclosure Document and all exhibits and carefully read, discussed, understands and agrees to the Franchise Agreement, Development Agreement (if and as appropriate), each written Addendum and any Personal Guarantees.

Prospective Franchisee's Initials: _____

5. I/we have had an opportunity to consult with an independent professional advisor, such as an attorney or accountant, prior to signing any binding documents or paying any sums, and the Franchisor has strongly recommended that I/we obtain such independent professional advice. I/we have also been strongly advised by the Franchisor to discuss my/our proposed purchase of, or investment in, a Pure Barre Studio Franchise with existing Franchisees prior to signing any binding documents or paying any sums and I/we have been supplied with a list of existing Pure Barre Studio Franchisees.

Prospective Franchisee's Initials: _____

6. I confirm that, as advised, I've spoken with past and/or existing Pure Barre Studio Franchisees, and that I made the decision as to which, and how many, Pure Barre Studio Franchisees to speak with.

Prospective Franchisee's Initials: _____

7. I/we understand that: entry into any business venture necessarily involves some unavoidable risk of loss or failure, the purchase of a Pure Barre Franchise (or any other) is a speculative investment, an investment beyond that outlined in the Disclosure Document may be required to succeed, there exists no guaranty against possible loss or failure in this or any other business and the most important factors in the success of any Pure Barre Franchise, including the one to be operated by me/us, are my/our personal business, marketing, sales, management, judgment and other skills.

Prospective Franchisee's Initials: _____

If there are any matters inconsistent with the statements in this document, or if anyone has suggested that I sign this document without all of its statements being true, correct and complete, I/we will (a) **immediately** inform the President of PB Franchising, LLC (949-346-9794), and (b) make a written statement regarding such

next to my signature below so that the Franchisor may address and resolve any such issue(s) at this time and before either party goes forward.

I/we understand and agree that the Franchisor does not furnish or endorse, or authorize its salespersons or others to furnish or endorse, any oral, written or other information concerning actual or potential sales, costs, income, expenses, profits, cash flow, tax effects or otherwise (or from which such items might be ascertained), from franchised or non-franchised units, that such information (if any) not expressly set forth in Item 19 of the Franchisor's Disclosure Document (or an exhibit referred to therein) is not reliable and that I/we have not relied on it, that no such results can be assured or estimated and that actual results will vary from unit to unit, franchise to franchise, and may vary significantly.

Prospective Franchisee's Initials: _____

I/we understand and agree to all of the foregoing and represent and warrant that all of the above statements are true, correct and complete.

Date: _____

PROSPECTIVE FRANCHISEE (Individual)

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

PROSPECTIVE FRANCHISEE (Corp., LLC or Partnership) [Must be accompanied by appropriate personal guarantee(s)]

_____
Legal Name of Entity

a _____
State of incorporation, formation, etc.

By: _____
Name

_____
Signature

Title: _____

Exhibit E
To Franchise Disclosure Document

TABLE OF CONTENTS OF THE OPERATIONS MANUAL

pure barre
lift · tone · burn

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Exhibit F
To Franchise Disclosure Document

SAMPLE RELEASE AGREEMENT

GENERAL RELEASE OF ALL CLAIMS

_____ (**FRANCHISEE**") and _____, **an individual** ("**GUARANTOR**") enter into this General Release on _____, with reference to the following facts:

1. On _____, **PB Franchising, LLC,** a Delaware limited liability company ("**FRANCHISOR**"), and FRANCHISEE entered into a Franchise Agreement (the "**Franchise Agreement**") to operate a Franchised Business located at _____ (the "**Premises**"). GUARANTOR guaranteed FRANCHISEE's performance under the Franchise Agreement pursuant to a Guarantee and Assumption of Obligations (the "Guarantee"). In consideration of FRANCHISOR'S processing and approval of _____, the Franchise Agreement provides that FRANCHISEE must sign this General Release as a condition to such _____. All capitalized terms not otherwise defined in this General Release shall have the same meaning as in the Franchise Agreement and/or the Guarantee.

2. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FRANCHISEE and GUARANTOR hereby release and forever discharge FRANCHISOR, its parents and subsidiaries and the directors, officers, employees, attorneys and agents of said corporations, and each of them, from any and all claims, obligations, liabilities, demands, costs, expenses, damages, actions and causes of action, of whatever nature, character or description, known or unknown (collectively "Damages"), which arose on or before the date of this General Release, including any Damages with respect to the Franchise Agreement, the Franchised Business, the Premises and the Guarantee. FRANCHISEE waives any right or benefit which FRANCHISEE or GUARANTOR may have under Section 1542 of the California Civil Code or any equivalent law or statute of any other state. Section 1542 of the California Civil Code reads as follows:

> "Section 1542. Certain claims not affected by general release. 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 this release, which if know by him must have materially affected his settlement with the debtor."

3. This General Release sets forth the entire agreement and understanding of the parties regarding the subject matter of this General Release and any agreement, representation or understanding, express or implied, heretofore made by any party or exchanged between the parties are hereby waived and canceled.

4. This Agreement shall be binding upon each of the parties to this General Release and their respective heirs, executors, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year set forth above.

FRANCHISEE:

By: _____

Print Name: _____

Title: _____

GUARANTOR:

_____, **an individual**

Exhibit G
To Franchise Disclosure Document

STATE SPECIFIC ADDENDA

ADDITIONAL STATE DISCLOSURES

If the franchise is located in or if franchisee is a resident of any of the following states, then the designated provisions in the Franchise Disclosure Document ("Disclosure Document") and Franchise Agreement will be amended as follows:

CALIFORNIA

ADDENDUM TO DISCLOSURE DOCUMENT

California Corporations Code, Section 31125 requires the franchisor to give the franchisee a disclosure document, approved by the Department of Business Oversight, prior to a solicitation of a proposed material modification of an existing franchise.

Our website has not been reviewed or approved by the California Department of Business Oversight. Any complaints concerning the content of this website may be directed to the California Department of Business Oversight at www.dbo.ca.gov.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

1. The following language is added to the Risk Factors on the State Cover Page:

   FRANCHISEE MUST SECURE A SITE T AN AUTHORIZED LOCATION WITHIN 6 MONTHS OF EXECUTING THE FRANCHISE AGREEMENT, OR FRANCHISOR MAY TERMINATE THE FRANCHISE AGREEMENT.

   FRANCHISOR HAS THE OPTION TO TERMINATE THE FRANCHISE AGREEMENT IF FRANCHISEE FAILS TO OPEN THE BUSINESS WITHIN THE TIME SET FORTH IN THE FRANCHISE AGREEMENT.

2. The following language is added to the end of Item 3 of the Disclosure Document:

   Neither PB Franchising, LLC, nor any person identified in Item 2, or an affiliate or franchise broker offering franchises under our principal trademark 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, 15 U.S.C.A. 78a et seq., suspending or expelling such person from membership in such association or exchange.

3. The following paragraphs are added at the end of Item 17 of the Disclosure Document:

   The Franchise Agreement requires franchisee to execute a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void.

   California Business and Professions Code Sections 20000 through 20043 provide rights to franchisees concerning termination or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

   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.).

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 but we will enforce it to the extent enforceable.

The Franchise Agreement requires application of the laws of the state where the business is located. This provision may not be enforceable under California law, but we will enforce it to the extent enforceable.

The Franchise Agreement requires binding arbitration. The arbitration will occur in Orange County, California, with the costs being borne by the non-prevailing party. The prevailing party shall be entitled to recover reasonable compensation for expenses, costs and fees in connection with arbitration, including reasonable attorney's fees. 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 20040.5 Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

HAWAII

ADDENDUM TO DISCLOSURE DOCUMENT

These franchises will be/ have been filed under the Franchise Investment Law of the State of Hawaii. Filing does not constitute approval, recommendation or endorsement by the Director of Commerce and Consumer Affairs or a finding by the Director of Commerce and Consumer Affairs that the information provided herein is true, complete, and not misleading.

The Franchise Investment Law makes it unlawful to offer or sell any franchise in this state without first providing to the prospective franchisee, or subfranchisor, at least seven days prior to the execution by the prospective franchisee of any binding franchise or other agreement, or at least seven days prior to the payment of any consideration by the franchisee, or subfranchisor, whichever occurs first, a copy of the Disclosure Document, together with an copy of all proposed agreements relating to the sale of the franchise.

This Disclosure Document contains a summary only of certain material provisions of the franchise agreement. The contract or agreement should be referred to for a statement of all rights, conditions, restrictions and obligations of both the franchisor and the franchisee.

ILLINOIS

ADDENDUM TO DISCLOSURE DOCUMENT

1. The "**Summary**" section of Item 17(v), entitled **Choice of forum**, is deleted in its entirety.

2. The "**Summary**" section of Item 17(w), entitled **Choice of law**, is deleted and replaced with the following:

Illinois law applies.

3. Illinois law governs the agreement(s) between the parties to this franchise.

4. Any provision in a franchise agreement that designates jurisdiction or venue in a forum outside of Illinois is void, provided that arbitration may take place outside of Illinois. 815 ILCS 705/4 (West 2010)

5. Any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of Illinois is void. 815 ILCS 705/41 (West 2010)

ILLINOIS

AMENDMENT TO FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT

The Franchise Agreement and Development Agreement are specifically amended as follows:

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987 (as amended), the parties to the attached Franchise Agreement ("**Agreement**") agree as follows:

1. Governing Law.

   a. Section 16.1 of the Franchise Agreement, "**GOVERNING LAW,**" is deleted in its entirety and replaced with the following:

      EXCEPT TO THE EXTENT GOVERNED BY THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), THE FEDERAL ARBITRATION ACT, OR OTHER FEDERAL LAW, THIS AGREEMENT AND THE RIGHTS OF THE PARTIES HEREUNDER SHALL BE INTERPRETED AND CONSTRUED UNDER THE LAWS OF THE STATE OF ILLINOIS.

   b. Section 21(A) of the Development Agreement is hereby amended to provide that Illinois law governs the agreements between the parties to this franchise.

2. Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement/development agreement that designates jurisdiction or venue outside of the State of Illinois is void. However, a franchise agreement/development agreement may provide for arbitration in a venue outside of Illinois.

3. Section 41 of the Illinois Franchise Disclosure Act provide that 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. Accordingly, insofar as the Franchise Agreement requires you to waive your rights under the Illinois franchise law, these requirements are deleted from the Franchise Agreement. This provision will not prevent the franchisor from requiring you to sign a general release of claims as part of a negotiated settlement of a dispute or actual lawsuit filed under any of the provisions of the Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

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

PB Franchising, LLC	Franchisee:_____
By: _____	By: _____
Title:_____	Title: _____

MARYLAND

ADDENDUM TO DISCLOSURE DOCUMENT

1. The "**Summary**" section of Item 17(c) entitled **Requirements for renewal or extension of term**, and the "**Summary**" section of Item 17(m) entitled **Conditions for franchisor approval of transfer**, are amended by adding the following:

Any general release you sign shall not apply to the extent prohibited by the Maryland Franchise Registration and Disclosure Law.

2. The "**Summary**" section of Item 17(h) entitled **"Cause" defined – non-curable defaults**, is amended by adding the following:

The Franchise Agreement provides for termination upon your bankruptcy. This provision might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.), but we will enforce it to the extent enforceable.

3. The following are added to the end of the chart in Item 17:

Despite any contradicting provision in the Franchise Agreement, you have 3 years from the date on which we grant you the franchise to bring a claim under the Maryland Franchise Registration and Disclosure Law.

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

MARYLAND

AMENDMENT TO FRANCHISE AGREEMENT

The Franchise Agreement is specifically amended as follows:

Any provision requiring Franchisee to execute a general release of any and all claims against Franchisor shall not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

Termination upon bankruptcy of the Franchisee might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.), but Franchisor intends to enforce it to the extent enforceable.

Section 16.12 shall be supplemented by the following additional language:

> PROVIDED, HOWEVER, THAT THIS LIMITATION OF CLAIMS SHALL NOT ACT TO REDUCE THE THREE (3) YEAR STATUTE OF LIMITATIONS AFFORDED FRANCHISEE FOR BRINGING A CLAIM UNDER THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW.

Section 14-226 of the Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a prospective franchisee to assent to any release, estoppel, or waiver of liability as a condition of purchasing a franchise. Any provision of this Franchise Agreement which requires a prospective franchisee to disclaim the occurrence and/or non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law in order to purchase a franchise 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.

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

PB Franchising, LLC	Franchisee:_____
By:_____	By:_____
Title:_____	Title:_____

MARYLAND

AMENDMENT TO DISCLOSURE QUESTIONNAIRE

The Franchisee Disclosure Questionnaire is specifically amended as follows:

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law (as amended), Md. Code Bus. Reg. Sections 14-201 through 14-233, the following paragraph is added to the Franchisee Disclosure Questionnaire:

> Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a prospective franchisee to assent to any release, estoppel, or waiver of liability as a condition of purchasing a franchise. Representations in this questionnaire 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.

_____
Name of Franchisee/Applicant

Date: _____

_____
Signature

_____
Name and Title of Person Signing

MICHIGAN

ADDENDUM TO DISCLOSURE DOCUMENT

The following disclosures are required by the State of Michigan:

1. 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.

Each of the following provisions is void and unenforceable if contained in any documents related to a franchise:

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 the Michigan Franchise Investment 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 this 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 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 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. The 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:

1) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

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

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

4) 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 a provision has been made for providing the required contractual services.

2. If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000.00 the franchisor shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

3. THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENFORCEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be direct to:

State of Michigan
Consumer Protection Division
Attention: Franchise
670 G. Mennen Williams Building
525 West Ottawa
Lansing, MI 48933
(517) 373-1160

Note: Despite paragraph F above, we intend to enforce fully the provisions of the arbitration section contained in the Franchise Agreement. We believe that paragraph F is unconstitutional and cannot preclude us from enforcing our arbitration section. You acknowledge that we will seek to enforce this section as well.

MINNESOTA

ADDENDUM TO DISCLOSURE DOCUMENT

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

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

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

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

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

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

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

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

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

MINNESOTA

AMENDMENT TO FRANCHISE AGREEMENT

The Franchise Agreement is specifically amended as follows:

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

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

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

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

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

The franchisee cannot consent to franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. *See* Minn. Rule 2860.4400J. A court will determine if a bond is required.

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

Any claims brought pursuant to the Minnesota Franchises Act, § 80.C.01 et seq. must be brought within 3 years after the cause of action accrues. To the extent that any provision of the Franchise Agreement imposes a different limitations period, the provision of the Act shall control.

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

PB Franchising, LLC

By: _____

Title: _____

Franchisee: _____

By: _____

Title: _____

NEW YORK

ADDENDUM TO DISCLOSURE DOCUMENT

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 A OR YOUR PUBLIC LIBRARY FOR SOURCES OF 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 THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271. 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 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 Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. 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.

6. 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.

7. The following is added to the end of the "Summary" section of Item 17(j), titled **"Assignment of contract by franchisor"**:

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. 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.

NORTH DAKOTA

ADDENDUM TO DISCLOSURE DOCUMENT

1. The following language is added to the "Summary" section of Item 17(c) entitled **Requirements for renewal or extension** and Item 17(m) entitled **Conditions for franchisor approval of a transfer**:

> The execution of a general release upon renewal, assignment or termination will be inapplicable to franchises operating under the North Dakota Franchise Investment Law.

2. The applicable portion of the "Summary" section of Item 17(i) entitled **Franchisee's obligations on termination/non-renewal** is amended to read as follows:

> If we prevail in any enforcement action you will pay all damages and costs we incur in enforcing the termination provisions of the Franchise Agreement

3. The following is added to the "Summary" section of Item 17(u) entitled **Dispute resolution by arbitration or mediation**:

> To the extent required by the North Dakota Franchise Investment Law (unless such requirement is preempted by the Federal Arbitration Act), arbitration will be at a site to which we and you mutually agree.

4. The following is added to the "Summary" section of Item 17(r) entitled **Non-competition covenants after the franchise is terminated or expires**:

> Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.

5. The following is added to the "Summary" section of Item 17(v) entitled **Choice of forum**:

> However, to the extent allowed by the North Dakota Franchise Investment Law, you may commence any cause of action against us in any court of competent jurisdiction, including the state or federal courts of North Dakota.

6. The "Summary" section Item 17(w) entitled **Choice of law** is deleted and replaced with the following:

> North Dakota law applies.

NORTH DAKOTA

AMENDMENT TO FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT

1. The following is added to Section 3.2 of the Franchise Agreement, **"RENEWAL"** and Section 14 of the Franchise Agreement **"TRANSFER OF INTEREST"**:

   The execution of a general release upon renewal, assignment or termination will be inapplicable to franchises operating under the North Dakota Franchise Investment Law.

2. The following is added to Section 16.6 of the Franchise Agreement, **"CHOICE OF FORUM"** and Section 22 of the Development Agreement:

   However, to the extent allowed by the North Dakota Franchise Investment Law, Franchisee may commence any cause of action against Franchisor in any court of competent jurisdiction, including the state or federal courts of North Dakota.

   Franchisor acknowledges that pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law, all provisions in the Disclosure Document requiring Franchisee to consent to the jurisdiction of courts outside of North Dakota are hereby void.

3. The following is added to Section 16.4 of the Franchise Agreement, **"MANDATORY BINDING ARBITRATION"** and Section 22(B) of the Development Agreement:

   To the extent required by the North Dakota Franchise Investment Law (unless such requirement is preempted by the Federal Arbitration Act), arbitration and/or mediation will be at a site not remote from Franchisee's place of business, to which Franchisor and Franchisee mutually agree.

4. Section 18 of the Franchise Agreement, **"ACKNOWLEDGMENTS"** is amended by the addition of the following language to the original language that appears therein to read as follows:

   Franchisee acknowledges that Franchisee received a copy of this Agreement, the attachments hereto, if any, and agreements relating thereto, if any, at least seven (7) days prior to the date on which this Agreement was executed.

5. Section 13.1 of the Franchise Agreement and Section 11 of the Development Agreement (regarding post-term restrictions) are amended by the addition of the following language to the original language that appears therein:

   Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.

6. Section 16 of the Franchise Agreement and Section 21 of the Development Agreement are hereby amended to provide that North Dakota law governs the agreements between the parties to this franchise. Further, Section 16.1 of the Franchise Agreement, **"GOVERNING LAW"** is deleted in its entirety and replaced with the following:

   EXCEPT TO THE EXTENT GOVERNED BY THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), THE FEDERAL ARBITRATION ACT, OR OTHER FEDERAL LAW, THIS AGREEMENT AND THE

RIGHTS OF THE PARTIES HEREUNDER SHALL BE INTERPRETED AND CONSTRUED UNDER THE LAWS OF THE STATE OF NORTH DAKOTA.

7. Section 16.8 of the Franchise Agreement and Section 22(J) of the Development Agreement requiring waiver of jury trial, and Section 16.7 of the Franchise Agreement and Section 22(I) of the Development Agreement requiring waiver of exemplary and punitive damages, are hereby deleted in their entirety.

8. Section 16.12 of the Franchise Agreement and Section 22(H) of the Development Agreement shall be supplemented by the following additional language:

Provided, however, that this limitation of claims shall not act to reduce the applicable statute of limitations afforded franchisee for bringing a claim under the applicable laws of North Dakota.

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

PB Franchising, LLC

By: _____

Title: _____

Franchisee: _____

By: _____

Title: _____

RHODE ISLAND

ADDENDUM TO DISCLOSURE DOCUMENT

The following language is added to Item 17(v) entitled **Choice of forum**:

, except as otherwise required by the Rhode Island Franchise Investment Act

RHODE ISLAND

AMENDMENT TO FRANCHISE AGREEMENT

In recognition of the requirements of the Rhode Island Franchise Investment Act (Section 19-28.1-14), the parties to the attached Franchise Agreement agree as follows:

Section 16.6, **"CHOICE OF FORUM"** is amended by adding the following:

> §19-24.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

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

PB Franchising, LLC	Franchisee: _____
By: _____	By: _____
Title: _____	Title: _____

VIRGINIA

ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for PB Franchising, LLC for use in the Commonwealth of Virginia shall be amended as follows:

The following statement is 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 ground 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."

WASHINGTON

ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the requirements of the Washington Franchise Investment Protection Act (RCW 19.100.180), the Franchise Disclosure Document is revised as follows:

The following paragraphs are added at the end of Item 17:

> The state of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.
>
> In any mediation, arbitration, or litigation involving a franchise purchased in Washington, the site thereof shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the mediator, arbitrator, or judge, as applicable.
>
> In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.
>
> A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.
>
> Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

The following sentence is added to the "Remarks" column of the Item 6 chart for the fee titled "Indemnification":

> All indemnification obligations will be subject to the applicable laws of the state of Washington.

The following sentence is added to the end of the first paragraph in Item 11, Section F titled "Computer Hardware – Hardware and Software":

> As a result of Franchisor's independent access to your computer system, there may be an increased risk of disclosure of your sensitive client/customer, employee, or company information resulting from cyber security events and/or data breaches.

The **"Summary"** section of Item 17(c) entitled **Requirements for renewal or extension of term** is amended by adding the following:

> Any general release you sign shall not apply to the extent prohibited by applicable Washington state law.

The **"Summary"** section of Item 17(d) entitled **Termination by franchisee** is amended by adding the following:

> Franchisee may terminate the franchise agreement under any grounds permitted by applicable Washington state law.

The **"Summary"** section of Item 17(o) entitled **Franchisor's option to purchase franchisee's business** is amended by adding the following:

Pursuant to RCW 19.100.180(2)(i) and (j), Franchisor may be required to: (i) compensate franchisee for the fair market value of the franchise upon expiration in the event Franchisor refuses to renew the franchise; and (ii) purchase from franchisee at fair market value certain of franchisee's inventory and supplies required by law. To the extent required by law, RCW 19.100.180(2)(i) and (j) will supersede contrary terms in the Franchise Agreement.

WASHINGTON

AMENDMENT TO FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT

In recognition of the requirements of the Washington Franchise Investment Protection Act (RCW 19.100.180), the parties to the attached Franchise Agreement and/or Development Agreement agree as follows:

The state of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any mediation, arbitration, or litigation involving a franchise purchased in Washington, the site thereof shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the mediator, arbitrator, or judge, as applicable.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

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

PB Franchising, LLC

By: _____

Title: _____

Franchisee: _____

By: _____

Title: _____

Exhibit H
To Franchise Disclosure Document

LIST OF FRANCHISEES AND THEIR OUTLETS

Studio No.	Franchisee	Address	City	State	Zip	Telephone
1537	Klara Kinetics, Inc.	3700 Old Seward Hwy., Suite 5	Anchorage	AK	99503	907-258-8825
1079	Barre Investments, LLC	2415 Moores Mill Road, Suite 240	Auburn	AL	36830	334-887-0007
1202	Landie, Inc	1870 Chace Drive, Suite 100	Birmingham	AL	35244	205-982-8366
1150	PB Eastern Shore, LLC	1802 US Highway 98	Daphne	AL	36526	270-903-1613
1506	Wiregrass Fitness, LLC	2620 Montgomery Hwy, Suite 7	Dothan	AL	36303	334-446-6512
1050	DLAIN, LLC	2826 18th Street South	Homewood	AL	35209	205-870-7279
1084	DLAIN 280, LLC	5426 Highway 280, Suite 6	Hoover	AL	35242	205-991-5224
1083	Pure Hunt, LLC	4769 Whitesburg Dr. S, Suite 201	Huntsville	AL	35802	256-655-1544
1134	Pure Mad, LLC	14 Main Street, Suite A	Madison	AL	35758	256-684-5549
1099	PB MOB, LLC	9 Du Rhu Drive #368	Mobile	AL	36608	251-345-1180
1157	PB Montgomery, LLC	507 Cloverdale Road Unit 102	Montgomery	AL	36106	334-322-6248
1379	PB East, LLC	8103 Vaughn Road	Montgomery	AL	36117	334-356-5154
1124	The Tuscaloosa PB, LLC	1520 McFarland Boulevard North	Tuscaloosa	AL	35406	205-349-0011
1161	Michele Fitness, Inc.	11525 Cantrell Road, Suite 306	Little Rock	AR	72212	501-246-3258
1162	Schnettler Enterprises, LLC	2055 West Frye Road, Suite 5	Chandler	AZ	85224	480-855-0525
1372	PB San Tan, LLC	2556 S. Val Vista Drive, Suite 103	Gilbert	AZ	85295	480-821-1515
1151	KoCap Investments, LLC	19420 N. 59th Avenue, Suite C122	Glendale	AZ	85308	623-566-8436
1355	PB Mesa Gilbert, Inc.	1854 South Val Vista Drive, Suite A-108	Mesa	AZ	85204	480-545-3198
1088	Weyand Enterprises, LLC	4219 E. Indian School Road, Suite 101	Phoenix	AZ	85018	602-840-6140
1341	Weyand Enterprises, LLC	7000 East Mayo Boulevard #3	Phoenix	AZ	85054	480-368-0100
1472	Marirose & Veronica Weyand	5505 N. 7th St. #103	Phoenix	AZ	85014	602-595-7763
1061	Weyand Enterprises, LLC	10050 North Scottsdale Road, Suite 107	Scottsdale	AZ	85258	480-368-0100
1280	V&B, LLC	7121 North Oracle Road	Tucson	AZ	85704	520-797-6804
1095	Michele Fitness, Inc.	5655 E. La Palma Avenue, Suite 145	Anaheim Hills	CA	92807	714-693-7873
1318	Alyssa Bothman, LLC	2055 Center Street, Suite C	Berkeley	CA	94704	510-647-8607

Studio No.	Franchisee	Address	City	State	Zip	Telephone
1101	KW Health & Wellness LLC	231 S. La Cienega Boulevard	Beverly Hills	CA	90211	424-204-9722
1382	A&M Fitness, LLC	407 West Imperial Highway, Suite J	Brea	CA	92821	714-693-7873
1204	Alyssa Bothman, LLC	1440 Chapin Avenue, Suite 100	Burlingame	CA	94010	650-342-1950
1373	J&KT LLC	6965 El Camino Real, Suite D205	Carlsbad	CA	92009	760-582-5585
1046	Mr Pommier, Inc.	234 E. 17th Street, Suite 116	Costa Mesa	CA	92627	949-230-9131
1073	Mr Pommier, Inc.	7101 Yorktown Avenue, Suite 101	Huntington Beach	CA	92648	714-330-9001
1052	Mr Pommier, Inc.	6791 Quail Hill Parkway	Irvine	CA	92603	949-500-5924
1045	Marni Fitness & Wellness, LLC	11819 Wilshire Boulevard, Suite 213	Los Angeles	CA	90049	310-463-7873
1096	PB Hollywood, LLC	7519 Sunset Boulevard	Los Angeles	CA	90046	323-850-1800
1309	K Tini, LLC	740 South Olive Street, Suite 106	Los Angeles	CA	90014	323-305-7025
1051	MPH Fitness LLC	50 University Avenue, Suite B-101	Los Gatos	CA	95030	408-458-6811
1370	Pure Malibu, LLC	23410 Civic Center Way, Suite E-9	Malibu	CA	90265	310-456-2134
1414	E&K Barre Louie, LLC	13175 Mindanao Way	Marina Del Ray	CA	90292	310-902-8668
1135	MG Elliott, LLC	800 Redwood Highway, Suite 616	Mill Valley	CA	94941	415-383-1130
1056	Mr Pommier, Inc.	28321 Marguerite Parkway, Suite 201	Mission Viejo	CA	92692	949-861-1565
1286	Wine Country Healthy Living, LLC	3632 Bel Aire Plaza	Napa	CA	94558	707-257-7215
1350	Brittany Egbert, LLC	4929 Lankershim Boulevard, Suite D	North Hollywood	CA	91601	818-942-7098
1399	Mandofit Palm Desert, LLC	72-624 El Paseo, Suite C5	Palm Desert	CA	92260	760-836-0333
1110	Fit Life By Me, LLC	299 S. California Avenue	Palo Alto	CA	94306	650-798-4048
1113	Maggie & Ollie, LLC	107 South Fair Oaks Avenue, Suite 109	Pasadena	CA	91105	626-765-9400
1301	PB Studios, LLC	6754 Bernal Avenue #730	Pleasanton	CA	94566	925-399-1624
1283	PB Rancho Cucamonga, LLC	8792 19th Street	Rancho Cucamonga	CA	91701	909-944-4978
1214	Maggie and Ollie, LLC	22411 Antonio Parkway, Suite C150	Rancho Santa Margarita	CA	92688	949-216-0732
1089	Tucking Turtles, LLC	403 North Pacific Coast Highway, Suite 200	Redondo Beach	CA	90277	424-247-8686
1459	KAW Holdings, LLC	10241 Fairway Dr., Suite 120	Sacramento	CA	95678	916-953-3645
1461	MINDOVERMATTER, LLC	4390 Town Center Dr., Suite 100	Sacramento	CA	95762	916-882-1118
1534	KAW Holdings, LLC	564 Pavilions Lane	Sacramento	CA	95825	916-545-0749
1314	PB San Clemente, LLC	1041 Avenida Pico, Suite A	San Clemente	CA	92673	949-812-2847

Studio No.	Franchisee	Address	City	State	Zip	Telephone
1085	DRIO Wellness, Inc.	3650 5th Avenue, Suite 102	San Diego	CA	92103	619-296-0200
1336	Mando Fit, LLC	5965 Village Way, Suite E-202	San Diego	CA	92130	858-481-4950
1443	Magnificant, LLC	635 7th Avenue	San Diego	CA	92101	619-787-0717
1147	PB Studio Marina, LLC	3727 Buchanan Street	San Francisco	CA	94123	415-921-1196
1235	Huntley Fike PB, LLC	162 West Portal Avenue	San Francisco	CA	94127	415-340-3946
1269	PB SR Corp.	315 3rd Street	San Rafael	CA	94901	415-295-7590
1234	Marni Fitness & Wellness, LLC	201 Wilshire Boulevard	Santa Monica	CA	90401	310-395-3927
1274	L&M Fitness, LLC	12151 Seal Beach Boulevard	Seal Beach	CA	90740	562-252-3766
1209	MG-Elliot, LLC	201 W. Napa Street, Suite 15	Sonoma	CA	95476	707-343-1138
1347	PB Tustin, LLC	17245 East 17th Street	Tustin	CA	92780	714-884-3120
1413	Mombo Fitness, LLC	1645 Mt. Diablo Blvd.	Walnut Creek	CA	94596	925-433-5132
1416	Raise The Barre, LLC	2806 Townsgate Road, Unit 8	Westlake Village	CA	91361	805-990-9582
1159	Lucky Cat Group, LLC	21728 Ventura Boulevard	Woodland Hills	CA	91364	818-712-0353
1107	No Bull Marketing, LLC	620 East Hyman Street	Aspen	CO	81611	970-710-1501
1075	The Whole Storey, LLC	1750 29th Street, Suite 2026	Boulder	CO	80301	303-443-3054
1299	PB Colorado Springs, LLC	5262 North Nevada Avenue #120	Colorado Springs	CO	80918	719-598-0270
1049	LiGiradot, LLC	201 University Boulevard, Suite 107	Denver	CO	80206	720-276-1493
1069	LiGirardot Highlands, LLC	3420 West 32nd Avenue	Denver	CO	80211	720-366-6070
1424	Barre Energy Partners, LLC	7695 East 29th Place	Denver	CO	80238	303-997-8054
1074	IRLL, LLC	0216 Main Street, Suite C-103	Edwards	CO	81632	970-306-1310
1176	SS Holdings, LLC	2948 Council Tree Avenue, Suite 119	Fort Collins	CO	80525	970-225-8094
1065	B Studios, LLC	5375 Landmark Place, Suite 109	Greenwood Village	CO	80111	303-953-9367
1080	Sisters Pure, LLC	9362 S. Colorado Blvd., #D-12	Highlands Ranch	CO	80126	720-542-3736
1500	Mansfield Ventures, LLC	7420 W. Alaska Street	Lakewood	CO	80226	303-928-9849
1391	Bankord Studios, LLC	7403 W. Chatfield Avenue, Suite # C	Littleton	CO	80128	303-834-0643
1407	B, Studios II, LLC	18901 East Mainstreet, Suite E	Parker	CO	80134	720-693-9128
1087	Caray Inc.	11961 Bradburn Boulevard, Suite 500	Westminster	CO	80031	720-633-6398
1293	Darien Barre, LLC	313 Heights Road	Darien	CT	06820	203-309-5690
1258	Fairfield Barre, LLC	1275 Post Road	Fairfield	CT	06824	475-999-8663

Studio No.	Franchisee	Address	City	State	Zip	Telephone
1149	Pure Barre Studios, LLC	280 Railroad Avenue	Greenwich	CT	06830	203-489-3500
1509	PB Ridgefield, LLC	25 Hickory Hill Road	Ridgefield	CT	06804	203-403-5500
1412	SML Studios, LLC	115 Memorial Road, Unit D-11	West Hartford	CT	06107	860-206-7194
1195	Westport Barre, LLC	291 Post Road East	Westport	CT	06880	203-557-8663
1165	District PB, LLC	2130 P Street NW	Washington	DC	20037	202-870-1799
1243	PB Cap Hill, LLC	407 8th Street SE	Washington	DC	20003	202-870-1799
1337	PB Cathedral, LLC	3308 Wisconsin Avenue Northwest	Washington	DC	20016	202-244-7500
1185	M2 Yoga Productions, LLC	3801 Kennett Pike, Building E, Suite 209	Greenville	DE	19807	302-691-3618
1055	East Boca PB, LLC	350 Esplanade, Suite 55	Boca Raton	FL	33432	561-445-3257
1115	Pure Barre Lakewood Ranch, LLC	5275 University Parkway, Suite 131	Bradenton	FL	34201	941-351-4040
1317	Barre Bradenton, LLC	6745 Manatee Avenue West	Bradenton	FL	34209	941-792-8663
1419	PB Brandon, LLC	857 E. Bloomingdale Ave	Brandon	FL	33511	813-968-1122
1326	Clearwater Barre, LLC	2524 North McMullen Booth Road	Clearwater	FL	33761	727-791-8663
1126	PB Miami, LLC	205 Altara Avenue	Coral Gables	FL	33146	305-529-0036
1330	PBJ Weston, LLC	4575 Weston Road	Davie	FL	33331	954-909-4151
1259	As Fit, LLC	34940 Emerald Coast Parkway, Suite 186	Destin	FL	32541	850-837-1090
1316	SF Estero, LLC	21740 South Tamiami Trail, Suite 113	Estero	FL	33928	239-789-6900
1489	Christina Nelson, LLC	1960 E. W. Parkway, Suite 105	Fleming Island	FL	32003	904-579-3273
1322	PB RSW, LLC	7381 College Parkway #100	Fort Myers	FL	33907	954-566-2202
1388	November Enterprises, LLC	4201 NW 16th Blvd	Gainesville	FL	32605	904-613-8333
1492	Covenant Fitness, LLC	120 International Pwy	Heathrow	FL	32746	407-878-6887
1200	The Koster Group, LLC	1661 Riverside Avenue, Suite 125	Jacksonville	FL	32204	904-778-5922
1218	Pure Aptitude, LLC	4828 Deer Lake Drive West	Jacksonville	FL	32246	904-564-1600
1321	Victoria Koster & Jenny Parker	1988 San Marco Boulevard	Jacksonville	FL	32207	904-778-5642
1475	Pure Aptitude II, LLC	450 S. R. 13 North, Unit 110	Jacksonville	FL	32259	904-429-7052
1120	The Wallace Group, LLC	1056 3rd Street North	Jacksonville Beach	FL	32250	904-504-1150
1254	SNS Jupiter, LLC	6240 W. Indiantown Road, Suite 6	Jupiter	FL	33458	561-277-9215
1408	Pure Pinecrest AR, LLC	11349 South Dixie Highway	Miami	FL	33156	786-713-5905

Studio No.	Franchisee	Address	City	State	Zip	Telephone
1192	Ollie, Inc.	1410 Pine Ridge Road #10	Naples	FL	34108	239-384-9684
1265	November Enterprises, LLC	7339 West Sand Lake Road #412	Orlando	FL	32819	407-930-2759
1273	November Enterprises, LLC	1430 North Mills Avenue #160	Orlando	FL	32803	407-745-5461
1261	SNS Palm Beach Gardens, LLC	11290 Legacy Avenue K120	Palm Beach Gardens	FL	33410	561-622-7006
1457	PBJ Pines, LLC	14822 Pine Blvd	Pembroke Pines	FL	33027	954-544-4998
1307	PB Pensacola, LLC	6 South Palafox Street	Pensacola	FL	32502	850-912-4470
1435	The Koster Group PV, LLC	280 Village Main Street, Suite 970	Ponte Vedra Beach	FL	32082	904-239-7712
1060	As Fit, LLC	174 Watercolor Way, Suite 101	Santa Rosa Beach	FL	32459	850-231-0147
1093	PB SRQ, LLC	3800 S. Tamiami Trail, Suite 16	Sarasota	FL	34239	941-953-2323
1205	St Pete Barre, LLC	3637 Fourth Street North	St. Petersburg	FL	33704	727-823-8663
1327	C+P Fitness Florida, LLC	3425 Thomasville Road #8	Tallahassee	FL	32309	850-629-4123
1474	CP Fitness Capital City, LLC	1594 Governors Square Boulevard #2	Tallahassee	FL	32301	850-629-4123
1133	Pure Barre Tampa, LLC	3830 West Neptune Street, Suite C5	Tampa	FL	33629	813-254-8663
1155	Pure Barre TPA, LLC	12921 N. Dale Mabry Highway	Tampa	FL	33618	813-968-1122
1212	PB Florida, LLC	12233 W. Linebaugh Avenue	Tampa	FL	33626	813-510-3949
1245	NT PB, LLC	18091 Highwoods Preserve Parkway, Suite 3	Tampa	FL	33647	813-866-7873
1448	E.O. Wetmore, LLC	6555 N. Wickham Rd., Building 2, Unit 105	Viera	FL	32940	321-482-1132
1246	PB Fit, LLC	11924 W Forest Hill Boulevard, Suite 22	Wellington	FL	33414	561-469-7943
1183	C+P Fitness, LLC	191 Alps Road #17, Athens, GA 30606	Athens	GA	30606	706-850-4000
1064	ATL PB Buckhead, LLC	3145 Peachtree Road NE, Suite 169	Atlanta	GA	30305	404-550-8542
1182	JDM Studios, LLC	2951 North Druid Hills Road	Atlanta	GA	30329	404-315-9001
1197	Tarver Thompson, LLC	4300 Paces Ferry Road SE, Suite 476	Atlanta	GA	30339	770-989-1375
1216	GC Virginia Highland, LLC	1402 North Highland Avenue NE	Atlanta	GA	30306	404-883-3882
1233	Knox Cox Enterprises, LLC	1100 Howell Mill Road, Suite A07	Atlanta	GA	30318	404-464-7443
1267	JDM Studios, LLC	240 North Highland Avenue Northeast #1	Atlanta	GA	30307	404-975-3244
1430	Shoebarre, LLC	4920 Rosswell Rd. NE, Suite 10A	Atlanta	GA	30342	404-330-8231
1460	ATL Brookhaven, LLC†	1441 Dresden Drive, Suite 140	Atlanta	GA	30319	404-907-4706
1329	PB Augusta, Inc.	2907 Washington Road, Suite 202	Augusta	GA	30909	706-667-7300
1368	Penny B & Me, LLC	1591 Bradley Park Drive, Suite F6	Columbus	GA	31904	706-570-8108

Studio No.	Franchisee	Address	City	State	Zip	Telephone
1264	LMF Studios, Inc.	410 Peachtree Parkway, Suite 216	Cumming	GA	30041	770-889-0735
13332	Goot Gibson, LLC	415 Church Street	Decatur	GA	30030	470-428-2290
1071	D PERL, LLC	5539 Chamblee Dunwoody Road	Dunwoody	GA	30338	404-550-0451
1125	The Coop Co, LLC	9810 Medlock Bridge Road, Suite 500	John's Creek	GA	30097	404-858-1186
1383	ADM, LLC	1615 Ridenour Blvd. NW #205	Kennesaw	GA	30152	678-402-1458
1188	Healthy Living Partners, LLC	4420 Forsyth Road, Suite 140	Macon	GA	31210	478-757-8561
1375	Purposeful Living, LLC	3600 Dallas Highway, Suite 310	Marietta	GA	30064	678-742-7031
1431	Ashley Haynes, LLC	13085 Highway 9 North, Suite 410	Milton	GA	30004	404-308-5689
1253	PTCbarre, LLC	405 City Circle, Suite 1620	Peachtree City	GA	30269	770-632-8855
1154	Southern Shaker, LLC	461 Pooler Parkway	Pooler	GA	31322	912-445-1249
1244	LTB R, LLC	1155 Woodstock Road, Suite 705	Roswell	GA	30075	470-268-5412
1139	Pure Barre Savannah, LLC	5521 Abercorn Street, Suite 500	Savannah	GA	31405	912-665-1129
1250	PB Snellville, LLC	1350 Scenic Highway, Suite 808	Snellville	GA	30078	678-825-2189
1535	Purposeful Health, LLC	2295 Towne Lake Pkwy, Suite 152	Woodstock	GA	30189	470-308-0652
1441	HiBarre Oahu, LLC	4211 Waialae Ave	Honolulu	HI	96816	808-476-8500
1437	PB Studios Hawaii, LLC	70 West Kaahumanu Avenue	Kahului	HI	96732	808-419-6447
1458	PB DM, LLC	12655 University Ave., Suite 140	Clive	IA	50325	515-350-3813
1201	Bucci Barre, LLC	550 S. Broadway, Suite 110	Boise	ID	83702	208-841-2311
1331	Bucci Barre, LLC	6700 North Linder Road #174	Eagle	ID	83646	208-891-8851
1175	HNV Lakeview, LLC	3245 N Ashland Ave, Suite 1	Chicago	IL	60657	773- 281-1221
1178	Mercer & Winnie, LLC	1837 W North Avenue	Chicago	IL	60622	773-486-3580
1181	Orson, LLC	1 E. Huron Street, 2nd Floor	Chicago	IL	60611	312-415-6425
1208	True Form, LLC	1350 N. Wells Street, Suite 4	Chicago	IL	60610	312-642-2922
1288	Double A Fitness Lincoln Park, LLC	2058 North Halsted Street	Chicago	IL	60614	872-206-5154
1344	Warner Hudson Corp.	1170 West Madison Street	Chicago	IL	60607	312-877-5599
1451	SV Orson LLC	319 E. Ontario Street	Chicago	IL	60611	312-914-6553
1476	TL Wolf LLC	1336 S. Michigan Ave.	Chicago	IL	60605	312-753-3253
1495	True Reach LLC Lincoln Square	2309 W. Lawrence Ave.	Chicago	IL	60625	773-654-3799

Studio No.	Franchisee	Address	City	State	Zip	Telephone
1241	PB Northshore, Inc.	720 Waukegan Road, Suite J	Deerfield	IL	60015	847-914-0755
1463	LTB Fitstyle, LLC	122 Schiller St.	Elmhurst	IL	60126	312-576-3443
1179	True Reach LLC Evanston	910 Church Street	Evanston	IL	60201	847-491-6245
1211	PB Geneva, LLC	500 S Third Street, Suite 123	Geneva	IL	60134	630-492-1224
1433	DLW Fitness, Inc.	2021 Tower Drive	Glenview	IL	60026	224-661-3928
1222	ANG Enterprises, LLC	20771 N. Rand Road	Kildeer	IL	60047	847-550-8355
1238	Naper Barre Studio, LLC	144 W Jefferson Avenue	Naperville	IL	60540	630-922-8803
1447	LSP PB Holdings, Inc.	141A Kinderkamack Road	Park Ridge	IL	07656	847-696-7219
1213	PB Libertyville, LLC	33 Rice Lake Square	Wheaton	IL	60189	630-933-9303
1396	Double A Fitness Hinsdale, LLC	7187 S. Kingery Highway	Willowbrook	IL	60527	630-965-1175
1484	Barrefly, LLC	6280 N. College Ave., Suite 400	Broad Ripple	IN	46220	317-426-2606
1111	Kilburn Holdings, LLC	726 Adams Street, Suite 130	Carmel	IN	46032	317-816-1261
1532	Miller Health and Wellness, LLC	1315 North National Road	Columbus	IN	47201	812-799-6067
1485	PB Indy, LLC	209 W. Michigan St.	Downtown Indianapolis	IN	46204	317-503-8049
1371	Frame Road Fitness, LLC	6501 E. Lloyd Expressway, Suite 21	Evansville	IN	47715	912-455-7268
1206	Curly Top, LLC	11501 Geist Pavilion Drive, Suite 112	Fishers	IN	46037	317-436-7243
1493	Kilburn Holdings, LLC	1001 N. State Rd. 135, Suite B2	Greenwood	IN	46142	317-474-2405
1519	Barre None, LLC	324 E. State Street, Suite B	Lafayette	IN	47906	765-490-4327
1364	Three Ladies and a Buck, LLC	4317 Charlestown Road, Suite #9	New Albany	IN	47150	821-725-7394
1504	734 Barre, LLC	1130 E. Angela Blvd.	South Bend	IN	46617	574-387-4007
1466	Heartland PB, LLC	4821 W. 6th Street, Suite L	Lawrence	KS	66049	785-330-5760
1142	PureKC, LLC	11954 Roe Avenue	Overland Park	KS	66209	913-954-7954
1358	Wichita Barre, LLC	1423 N. Webb Road, Suite 119	Wichita	KS	67206	316-253-1044
1098	Greater Cincinnati Pure Barre, LLC	3420 Valley Plaza Parkway	Fort Wright	KY	41017	859-331-8600
1043	Pure A&E, LLC	867 East High Street, Suite 150	Lexington	KY	40502	859-335-2391
1077	2 Chicks & A Nickel, LLC	1321 Herr Lane, Suite 180	Louisville	KY	40222	502-749-2222
1123	Barre Kentucky, LLC	4284 Summit Plaza Drive	Louisville	KY	40223	502-425-8300
1438	2 Chicks & A Dollar, LLC	2294 Lexington Road	Louisville	KY	40206	502-742-9708

Studio No.	Franchisee	Address	City	State	Zip	Telephone
1251	Pure Life, LLC	2680 Frederica Street	Owensboro	KY	42301	270-240-4661
1121	Pure Passion-BR1, LLC	3033 Perkins Road, Suite B	Baton Rouge	LA	70808	225-300-8872
1351	Rafferty Domingue, LLC	4243 Ambassador Caffery, Suite 117	Lafayette	LA	70508	337-993-2454
1094	Studio 116, LLC	1814 North Causeway Boulevard, Suite 8	Mandeville	LA	70448	985-674-7577
1143	Studio J, LLC	701 Metairie Road, Suite 101-2A	Metairie	LA	70005	504-324-9321
1078	Studio J, LLC	3923 Magazine Street	New Orleans	LA	70115	504-342-2208
1148	Boom, LLC	350 Newbury Street	Boston	MA	02115	617-247-5360
1229	PB Brookline, LLC	1333 Beacon Street	Brookline	MA	02446	617-232-1242
1140	Jessica Grasso, LLC	82 Burlington Mall Road	Burlington	MA	01803	781-365-1898
1404	Lauren Sherman	114 Mt. Auburn Street	Cambridge	MA	02138	617-354-6000
1393	FLR Family Capital PB Fitness III, LLC	50 Beharrell Street	Concord	MA	07142	978-341-8574
1470	PB Fitness II of Western Massachusetts, LLC	432 N. Main Street	East Longmeadow	MA	01028	413-224-1834
1496	PB Pats Place, LLC	244 Patriot Place	Foxborough	MA	02035	508-543-1009
1266	PBH Studio, LLC	18 Shipyard Drive, Suite 1C	Hingham	MA	02043	781-749-0774
1086	Rachel Roberts, LLC	1300 Centre Street	Newton	MA	02459	617-332-7873
1377	PB Fitness of Western Massachusetts, LLC	63 King Street	Northampton	MA	01060	413-341-3125
1285	FLR Family Capital PB Fitness III, LLC	435 Boston Post Road	Sudbury	MA	01776	978-261-5901
1152	PB Wellesley, LLC	200 Linden Square	Wellesley	MA	02482	781-235-3355
1184	K Miliano, LLC	9 Cornerstone Square	Westford	MA	01886	978-727-8040
1203	Greer Hancock, LLC	2484 Solomons Island Road	Annapolis	MD	21401	410-266-8129
1453	PB Harborside, LLC†	2400 Boston Street, #104	Baltimore	MD	21224	443-835-1800
1508	PB Roland Park, LLC†	711 W. 40th Street, Suite 158	Baltimore	MD	21211	667-205-1087
1224	Bethesda PB, LLC	4930 Hampden Lane	Bethesda	MD	20814	301-642-2864
1297	LTB Columbia, LLC	8801 Centre Park Drive	Columbia	MD	21045	410-997-0200
1360	Graves Lyate, LLC	1153 Route 3, Suite 70	North Gambrills	MD	21054	240-687-0676
1221	JCD Fitness, LLC	402 King Farm Boulevard, Suite 140	Rockville	MD	20850	301-366-0534
1415	Rockville PB, LLC	1801 Chapman Ave, Suite A	Rockville	MD	20852	301-881-8663

Studio No.	Franchisee	Address	City	State	Zip	Telephone
1044	Tumnus, LLC	3139 Oak Valley Drive	Ann Arbor	MI	48103	734-761-5350
1421	Gordon Heisel Locke LLC	539 E. Liberty Street	Ann Arbor	MI	48108	734-882-2243
1406	Bedford-Weyand, LLC	2885 W. Maple Rd.	Birmingham	MI	48084	248-607-9166
1158	Glowen II, LLC	9418 Village Place Boulevard	Brighton	MI	48116	810-225-9335
1525	Disotyll, LLC	7743 Sashabaw Road, Suite C	Clarkston	MI	48348	248-707-6400
1108	Studio Kemp, LLC	2107 E Beltline Avenue NE, Suite C	Grand Rapids	MI	49525	616-361-4466
1479	Studio MK1, LLC	4533 Ivanrest Avenue SW, Suite F	Grandville	MI	49418	616-808-9939
1276	Persist with Passion, LLC	75 Kercheval Avenue #101	Grosse Pointe	MI	48236	313-458-7857
1455	PLW Investments LLC	90 Douglas Avenue, Suite 40	Holland	MI	49424	616-377-7253
1217	Dakhlian & Worland, LLC	42972 Grand River Avenue	Novi	MI	48375	248-596-0002
1097	Glowen, LLC	3544 Meridian Crossing Drive, Suite 160	Okemos	MI	48664	517-347-4772
1473	Lictawa Hynes, LLC	585 Forest Avenue	Plymouth	MI	48170	734-335-6104
1362	PB Rochester, LLC	439 South Main Street, Suite 150	Rochester	MI	48307	248-842-6516
1048	PB Saginaw, LLC	30 N Center Road	Saginaw	MI	48638	989-793-2673
1442	P.B. of Apple Valley, LLC	15594 Pilot Knob Road, Suite 300	Apple Valley	MN	55124	952-683-9683
1365	M&R Corp.	582 Prairie Center Drive, Suite 225	Eden Prairie	MN	55344	858-344-7211
1291	PB Twin Cities, LLC	7101 France Avenue South #201	Edina	MN	55435	952-928-3000
1456	My Daughter Pete, LLC	7891 Main Street	Maple Grove	MN	55369	763-432-2475
1112	KMP Health & Wellness, LLC	5620 W. 36th Street	Minneapolis	MN	55416	952-378-1586
1512	Aambitious, LLC	154 5th Street SW	Rochester	MN	55902	507-322-0212
1374	A Banducci Barre, LLC	1045 Grand Avenue	St. Paul	MN	55105	651-333-0508
1429	Active Edit, Inc.	1605 Queens Drive, Suite 102	Woodbury	MN	55125	651-888-0499
1356	PB Chesterfield, LLC	1740 Clarkson Road	Chesterfield	MO	63017	636-591-4499
1136	Pure Barre Columbia, LLC	3310 Bluff Creek Drive Suite 107	Columbia	MO	65201	573-874-9006
1386	PBKH Holdings, LLC	11684 Manchester Road	Des Peres	MO	63131	314-966-1216
1387	Glistrous Limited Company	8526 Northwest NW Prairie View Road, Suite 100	Kansas City	MO	64153	816-912-0864
1287	HEJ Fund II, LLC †	8885 Ladue Road	St. Louis	MO	63124	314-721-9300
1346	HEJ Fund II, LLC †	4931 Lindell Boulevard #100	St. Louis	MO	63108	314-932-5611

Studio No.	Franchisee	Address	City	State	Zip	Telephone
1296	BRP Enterprises, LLC	163 Turtle Creek Drive	Hattiesburg	MS	39402	601-714-1009
1090	SMK Dining, LLC	4500 I-55 North, Suite 235-A	Jackson	MS	39211	769-251-0486
1378	RebelTDawgs, LLC	5338 Goodman Road	Olive Branch	MS	38654	662-895-7877
1249	OXOLTB, LLC	265 N Lamar Boulevard, Suite E	Oxford	MS	38655	662-638-5272
1082	SMK Dining, LLC	1051 Highland Colony Parkway, Suite A	Ridgeland	MS	39157	601-707-7410
1354	SGH Enterprises, LLC	87-5 Cotton Mill Drive	Starkville	MS	39759	662-268-8084
1189	406 Ferber, Inc.	1595 Grand Avenue	Billings	MT	59102	406-534-2883
1114	Unsinkable MTB, LLC	34 East Mendenhall Street, Suite R-6	Bozeman	MT	59715	406-577-2918
1486	I&F Fitness, LLC	812 Toole Ave., Suite C	Missoula	MT	59801	406-529-4944
1187	Asheville PB 01, LLC	1865 Hendersonville Road, Suite 114	Asheville	NC	28803	864-906-4777
1417	PB Cary, LLC	1412 Village Market Place	Cary	NC	27560	984-200-4036
1068	PB Partners, LLC	608 Meadowmont Village Circle	Chapel Hill	NC	27517	919-537-8305
1054	Pure Barre Charlotte, LLC	603 Providence Road	Charlotte	NC	28207	980-329-4640
1076	Pure Barre Ballentyne, LLC	8430 Rea Road, Suite 120	Charlotte	NC	28277	704-502-5888
1384	GHC Pure Barre, LLC	6401 Morrison Blvd, Suite 7A	Charlotte	NC	28211	704-364-2888
1282	PB Piedmont Triad, LLC	6252 Towncenter Drive #104	Clemmons	NC	27012	336-749-7222
1230	PB Partners, LLC	737 Ninth Street, Suite 260	Durham	NC	27705	919-537-8305
1401	ARH Companies, LLC	322 Glensford Drive, Suite 107	Fayetteville	NC	28314	910-302-3335
1180	GCBP, LLC	1310 Westover Terrace, Suite 105	Greensboro	NC	27408	336-333-3938
1482	GCPB2, LLC	1570-2A Highwood Blvd.	Greensboro	NC	27410	336-690-0211
1312	LTB Greenville, LLC	420 East Arlington Boulevard, Suite J	Greenville	NC	27858	252-689-6103
1389	PBHP, LLC	1231 Eastchester Drive, Suite 112	High Point	NC	27265	336-883-1231
1426	PB Holly Springs, LLC	248 Grand Hill Place	Holly Springs	NC	27540	919-552-9410
1168	LKN Barre, LLC	16815 Cranlyn Road, Suite A	Huntersville	NC	28078	704-997-6041
1271	LKN Barre, LLC	129 Market Place Drive, Suite C	Mooresville	NC	28117	704-360-9901
1130	PB Apex, LLC	1412 Village Market Place	Morrisville	NC	27506	919-377-0299
1070	PB Apex, LLC	4209 Lassiter Mill Road, Suite 134	Raleigh	NC	27609	919-896-7464
1225	PB Apex, LLC	9660 Falls of Neuse Road, Suite 149	Raleigh	NC	27615	919-846-7090
1481	Westfit, LLC	1764 Old Morganton Road, Suite 1764	Southern Pines	NC	28387	910-246-2164

Studio No.	Franchisee	Address	City	State	Zip	Telephone
1138	AOK Barre, LLC	1123B Military Cutoff Road	Wilmington	NC	28405	910-679-8171
1132	Pure Barre Piedmont Triad, LLC	114K Reynolda Village	Winston Salem	NC	27106	336-602-1473
1342	Chase the Spirit of Fitness, LLC	2900 Pine Lake Road, Suite E	Lincoln	NE	68516	402-904-4841
1277	Emma's PB, LLC	577 North 155th Plaza	Omaha	NE	68154	402-916-9692
1298	PBK Enterprises, LLC	2501 South 90th Street #118	Omaha	NE	68124	402-933-5010
1445	KBOSS Bedford, LLC	79 South River Road	Bedford	NH	03110	603-218-3817
1328	KBOSS, LLC	112 Spit Brook Road, Suite B	Nashua	NH	03062	603-943-5092
1502	Mcnamara Barre Studio, LLC	2454 Lafayette Rd., Unit 37	Portsmouth	NH	03801	978-225-0542
1343	Healthy Investments, LLC	20 West Main Street	Denville	NJ	07834	973-664-9000
1380	PB Florham Park, LLC,	187 Columbia Turnpike	Florham Park	NJ	07932	973-845-9600
1167	ELLEON, LLC	112 Kings Highway East	Haddonfield	NJ	08033	856-375-2700
1256	Pure Partners, LLC	357 Route 9 South	Manalapan	NJ	07726	732-536-0323
1319	M Two Fitness, LLC	237 Millburn Avenue	Millburn	NJ	07041	973-379-4537
1480	CW Lifestyle, LLC	650 Bloomfield Avenue	Montclair	NJ	07042	862-333-4558
1333	Wellness Essentials, LLC	1260 Springfield Avenue #9	New Providence	NJ	07974	908-464-0050
1425	Jolie Closter, LLC	141A Kinderkamak Road	Park Ridge	NJ	07656	201-746-9288
1400	Jacqui Arce-Quinton	Palmer Square, 3100 Huffish Street	Princeton	NJ	08542	609-921-2745
1166	M Two Fitness, LLC	127 Broad Street	Red Bank	NJ	07701	732-842-7873
1173	PB Spring Lake, LLC	1200 Third Avenue	Spring Lake	NJ	07762	732-449-3272
1092	Pure Ventures, LLC	708 North Avenue	Westfield	NJ	07027	908-232-1332
1385	Raise The Barre, LLC	725 South Green Valley, Suite 42A	Henderson	NV	89012	702-558-4149
1067	LEX Barre, LLC	3330 S. Hualapai Way Suite 140	Las Vegas	NV	89117	702-525-3454
1487	Reno Body Barre, LLC	748 S. Meadows Pkwy, Suite A6	Reno	NV	89521	775-815-3244
1528	PB Reno North, LLC	5110 Mae Ann Avenue, Suite 701	Reno	NV	89523	775-815-3244
1215	Studio TC, LLC	266 Court Street	Brooklyn	NY	11231	347-987-3609
1247	Portside Group, LLC	204 Wythe Avenue	Brooklyn	NY	11249	718-384-3481
1315	Studio TS, LLC	178 5th Avenue	Brooklyn	NY	11217	718-623-3300
1339	Portside Group, LLC	225 Franklin Street	Brooklyn	NY	11222	718-623-3300
1207	ATINAV, LLC	7660 Transit Road	Buffalo	NY	14221	716-276-3570

Studio No.	Franchisee	Address	City	State	Zip	Telephone
1227	Cathy McKie	6819 East Genesee Street	Fayetteville	NY	13066	315-446-5084
1422	MS4 Fit, LLC	191 Seventh Street	Garden City	NY	11530	516-280-8443
1226	Pure Results Long Island, LLC	1681 Northern Boulevard	Manhasset	NY	11030	516-365-9090
1106	Pure Barre Manhattan, LLC	1841 Broadway, Suite 330	New York	NY	10023	917-344-9175
1128	Pure Barre Fifth Avenue, LLC	78 Fifth Avenue, 4th Floor	New York	NY	10011	917-675-1528
1340	Surrey PB, LLC	80 Pine Street, 1st Floor	New York	NY	10005	212-785-1222
1348	PB Turning Point, LLC	412 Columbus Avenue	New York	NY	10024	917-965-2175
1381	2H Investments, LLC	554 Hudson Street	New York	NY	10014	646-344-1142
1392	PB Upper East Side, LLC	1325 B Lexington Avenue	New York	NY	10128	646-484-5447
1418	Sweat Equity, LLC	1237 Second Avenue	New York	NY	10065	646-678-4102
1428	Tribeca PB, LLC	110 Read Street	New York	NY	10013	646-861-1253
1524	CD Chefin, LLC	3349 Monroe Avenue, Suite 27b	Rochester	NY	14618	585-673-3163
1156	ABJF, LLC	33576 Detroit Road	Avon	OH	44011	440-773-0259
1324	Starry Night by SELA, LLC	1393 Boardman-Canfield Road, Suite J	Boardman	OH	44512	234-254-4150
1405	Raising The Barre, LLC	8495 Chippewa Road	Brecksville	OH	44141	440-736-7630
1100	The Ranieri Group, LLC	3083 Madison Road	Cincinnati	OH	45209	513-321-5800
1471	Cincy West Fitness, LLC	6355 Harrison Avenue	Cincinnati	OH	45247	513-832-7034
1081	Pure Barre Columbus, LLC	960 W. 5th Avenue	Columbus	OH	43212	614-357-5324
1117	Pure Barre Columbus, LLC	3650 W. Dublin-Granville Road	Columbus	OH	43235	614-718-3340
1146	Dayton Area Barre Fitness, LLC	62 W. Franklin Street	Dayton	OH	45459	937-535-2876
1145	Pure Hud, LLC	50 W. Streetsboro Street, Suites 3 & 4	Hudson	OH	44236	330-801-5397
1334	Pure Fit, LLC	8154 Montgomery Road #102	Kenwood	OH	45236	513-793-9222
1105	Greater Cincinnati Fitness, LLC	5939 Deerfield Boulevard, Suite 103	Mason	OH	45040	513-204-1978
1199	Pure Barre Columbus, LLC	180 Market Street, Suite D	New Albany	OH	43054	614-600-7138
1193	Purebeach, LLC	31100 Pinetree Road, Suite 115	Pepper Pike	OH	44124	216-870-1563
1490	North Peak Investments, LLC	128 Louisiana Ave.	Perrysburg	OH	43551	419-873-6393
1223	Penelope Lane, Inc.	19940 Detroit Road	Rocky River	OH	44116	440-773-9671
1308	Maroon Peak Investments, LLC	3157 West Central Avenue	Toledo	OH	43606	303-941-7291
1444	Bradanne Partners, LLC	1380 West Covell Road, Suite 108	Edmond	OK	73003	403-519-8593

Studio No.	Franchisee	Address	City	State	Zip	Telephone
1465	Tatum Fitness, LLC	1680 24th Ave. NW	Norman	OK	73069	405-310-2118
1449	Pure Maddie, LLC	6463 Avondale Dr.	Oklahoma City	OK	73116	405-696-8299
1169	MJMK, LLC	8921 S. Yale Avenue, Suite C	Tulsa	OK	74137	918-494-4977
1248	MJMK, LLC	3807 S. Peoria Place, Suite M	Tulsa	OK	74105	918-933-6006
1290	Richen PB, LLC	1504 Northeast Broadway	Portland	OR	97232	971-202-2696
1305	Richen PB, LLC	1124 Northwest 13th Avenue	Portland	OR	97209	503-894-8623
1395	Cootie Productions, LLC	4773 Freemansburg Avenue, Unit D102	Bethlehem Township	PA	18045	305-338-6968
1303	Tradewinds Capital, LLC	1745 South Easton Road	Doylestown	PA	18901	215-491-7873
1527	Ride Acquisitions, LLC	127 East Swedesford Road	Exton	PA	19341	484-872-8754
1478	Capital Barre Fitness, LLC	6455 Carlisle Pike, Building 2, Suite 3	Mechanicsburg	PA	17050	717-678-9264
1335	6 Dogs, LLC	203 Blue Spruce Way	Murrysville	PA	15668	724-519-8571
1232	Two Puppies, LLC	4000 Washington Road #108	Peters Township	PA	15217	724-941-8663
1059	ELLEON, LLC	1701 Walnut Street, 4th Floor	Philadelphia	PA	19103	267-234-7825
1129	LGD Studios, LLC	5986 Centre Avenue	Pittsburgh	PA	15206	412-248-3333
1153	Three Puppies, LLC	1612 Cochran Road	Pittsburgh	PA	15220	412-248-2424
1357	DSP Fitness, LLC	1121 Freeport Road	Pittsburgh	PA	15238	412-408-3335
1104	ELLEON, LLC	503 W. Lancaster Avenue #9	Wayne	PA	19087	484-588-2628
1191	LGD Studios, LLC	12091 Perry Highway	Wexford	PA	15090	724-719-9191
1390	PS Tenacity, LLC	50 East Wynnewood Road	Wynnewood	PA	19096	484-231-1078
1186	PBRI, LLC	2000 Chapel View Boulevard, Suite 125	Cranston	RI	02920	401-944-0411
1255	PBRI-II, LLC	1000 Division Street #16	East Greenwich	RI	02818	401-885-2714
1497	PB Bluffton, LLC	109 Towne Dr.	Bluffton	SC	29910	843-815-6015
1102	PB Mt. Pleasant, LLC	919 Houston Northcutt Blvd.	Charleston	SC	29464	843-606-0559
1154	PB Market, LLC	164 Market Street, Suite C	Charleston	SC	29401	843-606-0559
1323	PB Avondale, LLC	1300 Savannah Highway #5	Charleston	SC	29407	843-813-5552
1137	AFAR, LLC	2123A Greene Street	Columbia	SC	29205	803-254-0078
1231	AFAR 2, LLC	1230 B3A Bower Parkway	Columbia	SC	29212	803-732-3303
1306	LTBSC, LLC	733 Stockbridge Drive	Fort Mill	SC	29708	803-462-5303
1122	Barre 3, LLC	1922 Augusta Street, Suite 113	Greenville	SC	29605	864-477-8312

Studio No.	Franchisee	Address	City	State	Zip	Telephone
1172	Barre 4, LLC	3722 Pelham Road	Greenville	SC	29615	864-477-8312
1289	PB Hilton Head, LLC	38 Shelter Cove Lane #129	Hilton Head Island	SC	29928	843-785-7888
1434	K Stone Holdings, LLC	11897 Highway 707	Murrells Inlet	SC	29576	843-299-0848
1164	Emerge Pilates, LLC	1200 E. Main Street, Suite 7	Spartanburg	SC	29307	864-764-1372
1053	Woakum Holdings, LLC	330 Franklin Road, Suite 137A	Brentwood	TN	37027	615-278-8991
1063	Harkins Holmes, Inc.	1414 Jenkins Road, Suite 122	Chattanooga	TN	37421	423-580-1162
1127	Harkins Holmes, Inc.	214 Manufacturers Boulevard	Chattanooga	TN	37405	423-580-1162
1252	KIB Fitness, LLC	1556 West McEwen Drive, Suite 138	Franklin	TN	37067	615-472-1669
1477	Southern Barre, LLC	158 Front Street, Suite 100B	Franklin	TN	37064	615-236-9143
1066	Laurenzi & Morgan, LLC	7820 Poplar Avenue, Suite 12	Germantown	TN	38138	901-484-0705
1469	G.H. Christianson II, LLC	1370 Union University Drive, Suite A	Jackson	TN	38305	731-300-7470
1240	PB Knoxville, LLC	133 S. Forest Park Boulevard	Knoxville	TN	37919	865-212-0025
1103	Laurenzi & Morgan, LLC	4700 Spottswood Avenue	Memphis	TN	38117	901-766-1882
1427	L&M Collierville, LLC	942 W. Poplar Street 1	Memphis	TN	38017	901-221-7574
1278	PB Murfreesboro, LLC	1970 Medical Center Parkway	Murfreesboro	TN	37129	615-203-3129
1047	KDD Ventures, LLC	2101 Bandywood Drive	Nashville	TN	37215	615-904-4585
1320	MoDeck TN, LLC	21 White Bridge Road #210	Nashville	TN	37205	615-278-0450
1394	MoDeck TN, LLC	228 11th Avenue South	Nashville	TN	37203	615-603-8335
1275	Amanda Kovach, Inc.	972 Village Green Drive	Allen	TX	75013	214-383-9235
1062	Anani Star, LLC	3267 Bee Caves Road	Austin	TX	78746	512-574-8644
1091	Anani Star, LLC	10710 Research Boulevard, Suite 316	Austin	TX	78759	512-574-2344
1141	Prestige Barre Worldwide, LLC	2300 Lohmans Spur, Suite 186	Austin	TX	78734	512-574-3348
1366	Barre Dunn, LLC	1525 Cypress Creek Road, Suite H	Cedar Park	TX	78613	512-599-7979
1363	Weir Friends, LLC	4712 Colleyville Blvd, # 150	Colleyville	TX	76034	214-507-1851
1349	Minimal Movement, LLC	230 North Denton Tap Road, Suite 107	Coppell	TX	75019	972-221-7873
1411	Queen Nefertiti Wellness, Inc.	9925 Barker Cypress, Suite 142	Cypress	TX	77433	281-246-4105
1058	Charasoma, LLC	5919 Greenville Avenue	Dallas	TX	75206	214-361-2882
1281	Pure Lakewood, LLC	6025 Royal Lane #203	Dallas	TX	75230	469-930-5755
1300	Charasoma, LLC	3700 McKinney Avenue Suite 130	Dallas	TX	752f04	214-521-6600

Studio No.	Franchisee	Address	City	State	Zip	Telephone
1311	Pure LTB, LLC	5000 Belt Line Road #200	Dallas	TX	75254	972-661-2876
1304	PB EP, LLC	5610 North Desert Boulevard	El Paso	TX	79912	915-875-0031
1539	PB KP, LLC	2603 North Stanton	El Paso	TX	79902	915-201-2615
1220	Barre Fit Flomo, LLC	5801 Long Prairie Road, Suite 825	Flower Mound	TX	75028	972-539-3065
1170	Cornell PB, LLC	3400 W 7th Street, Suite 101	Fort Worth	TX	76107	682-233-2843
1239	Jesler Group, LLC	5570 FM 423, Suite 500	Frisco	TX	75034	214-469-1147
1116	Anani Star, LLC	1379 South Voss Road, Suite B	Houston	TX	77057	713-784-7873
1210	Taylored Dietetics, LLC	1948A West Gray Street	Houston	TX	77019	713-524-2690
1294	PB The Heights, LLC	1436 Studewood Street	Houston	TX	77008	832-831-5071
1398	PB West U, LLC	2429 University Blvd	Houston	TX	77005	832-804-7456
1410	NBNK Investments, LLC	6761 North Macarthur Blvd, Suite 140	Irving	TX	75309	972-506-7252
1292	Queen Tiye Wellness, LLC	23501 Cinco Ranch Boulevard Suite D-120	Katy	TX	77494	281-394-9000
1488	Sweet Seat, LLC	2875 E. League City Pkwy #700	League City	TX	77573	832-746-3451
1177	Red Barre, LLC	4505 98th Street	Lubbock	TX	79424	806-698-6300
1359	Amanda Kovach	6840 Virginia Parkway, Suite 135	McKinney	TX	75071	214-592-9471
1516	PB Midland, LLC	3208 N. Loop 250 W., Suite 200	Midland	TX	77079	432-219-3303
1501	PB New Braunfels, LLC	1551 N. Walnut Ave, Suite 5	New Braunfels	TX	78130	830-481-1714
1160	Running on Joy, LLC	3450 E Hebron Parkway, Suite 116	Plano	TX	75010	972-248-6161
1409	JPS Stone, LLC	8305 Preston Road	Plano	TX	75024	972-841-9059
1420	Hershey Barre, LLC	322 W. Campbell Rd.	Richardson	TX	75080	469-567-3682
1467	R&S Barre, LLC	2051 Gattis School Rd., Suite 160	Round Rock	TX	78664	512-803-9343
1268	Stanton & Price, LLC	21019 US Highway 281 North, Suite 33	San Antonio	TX	78258	210-529-1728
1452	Barre Benefits, LLC	10300 Louette Rd. #124	Spring	TX	77070	832-698-1720
1013	Tex-Ca Barre, LLC	4857 Sweetwater Boulevard	Sugar Land	TX	77479	281-980-4208
1198	Barre Monies, LLC	8000 Research Forest Drive #110	The Woodlands	TX	77382	281-298-8998
1367	Barre Monies, LLC	1950 Hughes Landing Blvd, Suite 1600	The Woodlands	TX	77380	832-823-4750
1446	The Dogwood Trail, LLC	5100 Old Bullard Rd., STE. A	Tyler	TX	75703	903-343-1006
1119	Pure Barre Utah, LLC	280 East 12300 South, Suite 104	Draper	UT	84020	801-523-6215
1295	Hasse-Eubank Resources, LLC	1708 West Uinta Street #2	Park City	UT	84098	435-214-7430

Studio No.	Franchisee	Address	City	State	Zip	Telephone
1242	Alexandria (Carlyle) PB, LLC	429 John Carlyle Street	Alexandria	VA	22314	703-303-8146
1272	G.H. Christianson II, LLC	1024 North Garfield Street	Arlington	VA	22201	571-319-0588
1511	Pentagon City PB, LLC	520 12th Street South, Suite 125	Arlington	VA	22202	703-553-3500
1353	L & M Studios, LLC	19825 Belmont Chase Drive, Suite 125	Ashburn	VA	20147	908-339-7097
1118	Pure Barre Charlottesville, LLC	2200 Old Ivy Road	Charlottesville	VA	22903	434-245-1119
1279	Barre Chesapeake, LLC	733 Eden Way North #406	Chesapeake	VA	23320	757-842-4288
1190	PB Fairfax, LLC	4201 Ridge Top Road	Fairfax	VA	22030	703-591-3270
1521	Falls Church PB, LLC	2121 N Westmoreland Street	Falls Church	VA	22213	703-532-7232
1403	JMHMCHILL, LLC	5680 King Center Drive, Suite 100	Kingstowne	VA	22315	303-867-3187
1423	PB Leesburg, LLC	1089 Edwards Ferry Rd. NE	Leesburg	VA	20176	703-687-4051
1236	G.H. Christianson II, LLC	6825 Redmond Drive, Suite E	McLean	VA	22101	703-761-2228
1440	Barre Midlo, LLC	1282 Alverser Plaza Dr.	Midlothian	VA	23113	804-464-4098
1257	Barre One, LLC	320 West 21st Street	Norfolk	VA	23517	757-333-7393
1345	PB Fairfax, LLC	12975 Highland Crossing Drive, Suite B	Reston	VA	20171	571-287-7221
1228	Richmond (Short Pump) PB, LLC	4017 Lauderdale Drive	Richmond	VA	23233	804-918-2568
1260	RVA Barre, LLC	6235 River Road	Richmond	VA	23229	804-477-6036
1194	Dancing Turtle, LLC	5036 Keagy Road, Suite 202	Roanoke	VA	24018	540-904-7446
1436	Second Best, LLC	24570 Dulles Landing Dr. STE. 190	South Riding	VA	20166	703-542-5151
1352	PB Vienna, LLC	218 Maple Avenue West	Vienna	VA	22180	703-281-4100
1171	Barre One, LLC	741 First Colonial Road, Suite 104	Virginia Beach	VA	23451	757-422-2220
1361	C.W. Barre, LLC	5231 Monticello Ave, Suite B	Williamsburg	VA	23188	757-378-2476
1302	PB Burlington, LLC	150 Dorset Street	Burlington	VT	5403	802-497-2638
1072	IMAS Holdings, LLC	909 112th Ave NE, Suite 107	Bellevue	WA	98004	425-462-7474
1284	IMAS Holdings, LLC	16015 Cleveland Street	Redmond	WA	98052	425-658-3915
1057	IMAS Holdings, LLC	4552 11th Ave. Ne	Seattle	WA	98105	206-935-7873
1131	IMAS Holdings, LLC	500 Mercer Street	Seattle	WA	98109	206-535-8910
1219	IMAS Holdings, LLC	1222 E Pine Street, Suite B	Seattle	WA	98122	206-403-1820
1270	IMAS Holdings, LLC	406 Northeast 71st Street	Seattle	WA	98115	206-420-1667
1196	KT Wood, LLC	13910 E Indiana Avenue, Suite E	Spokane	WA	99216	509-315-4920

Studio No.	Franchisee	Address	City	State	Zip	Telephone
1310	Vanderhouwen Fitness, LLC	2410 Columbia House Boulevard #102	Vancouver	WA	98661	360-735-7873
1491	EJP Corporation	2566 Sun Valley Dr.	Delafield	WI	53018	262-337-9529
1369	Starr Fitness, LLC	12894 West Blue Mound Road	Elm Grove	WI	53122	414-800-7369
1376	Fitness Barre of Green Bay, LLC	2621 South Oneida Street, Suite 108	Green Bay	WI	54304	920-770-5095
1174	Pure Madison, LLC	702 N. Midvale Boulevard	Madison	WI	53705	608-238-3610
1313	JHS Holdings, LLC	418 East Silver Spring Drive	Whitefish Bay	WI	53217	414-702-6025

Franchisees Who Have Signed a Franchise Agreement But Have Not Yet Opened

Studio No.	Franchisee	Address(1)	City	State	ZIP	Telephone
	Barre Hogs, LLC	fayettevillear@purebarre.com	Fayetteville	AR	TBD	Not Yet Determined
1432	Mackenzie Hirt, LLC	cupertino@purebarre.com	Cupertino	CA	TBD	Not Yet Determined
	KAW Holdings, LLC	arden@purebarre.com	Sacramento	CA	TBD	Not Yet Determined
	Susan Martin	santabarbara@purebarre.com	Santa Barbara	CA	TBD	Not yet determined
	Sistercuz Enterprises, LLC	lodo@purebarre.com	Denver	CO	TBD	Not yet determined
	Glastonbury LTB, LLC	glastonbury@purebarre.com	Glastonbury	CT	TBD	Not yet determined
	PB Aventura, LLC	aventura@purebarre.com	Aventura	FL	TBD	Not yet determined
1540	Parkland Barre, LLC	parkland@purebarre.com	Parkland	FL	TBD	Not Yet Determined
1325	Born Fit, LLC	kailua@purebarre.com	Honolulu	HI	TBD	not yet determined
1540	Kstill Fit, LLC	ankeny@purebarre.com	Ankeny	IA	TBD	Not Yet Determined
1545	Barre Tab, LLC	515 N. 4th Street	Coeur d'Alene	ID	38314	208-502-1432
	Jagger Knox, LLC	westloopgate@purebarre.com	Chicago	IL	TBD	not yet determined
1505	True Reach, LLC Oak Park	oakpark@purebarre.com	Oak Park	IL	TBD	not yet determined
1552	Pure Serendipity, Inc.	850 N. Milwaukee Ave., #200	Vernon Hills	IL	60061	224-424-4398
1464	Ravenwood Ventured LLC	2894 East 3rd Street, Suite 104	Bloomington	IN	47401	bloomington@purebarre.com
1562	PB Noblesville, LLC	noblesville@purebarre.com	Noblesville	IN	TBD	Not Yet Determined
1543	Bowman Lukacs Interests, LLC	5821 Line Avenue, Suite C	Shreveport	LA	71106	318-588-6903
1533	Rachel Roberts Dori	252 Legacy Place	Dedham	MA	02026	dedham@purebarre.com
1550	FLR Family Capital PB Fitness III, LLC	10010 – D Shops Way	Northborough	MA	01532	northborough@purebarre.com
1561	Pure McKenzie LLC	1809 Reistertown Road, Unit 22	Baltimore	MD	21208	Not Yet Determined
1515	PB Frederick, LLC	5239 Buckeystown Pike	Frederick	MD	21704	frederick@purebarre.com
1468	LTB Silverspring, LLC	8455 Fenton Street	Silver Spring	MD	20910	silverspring@purebarre.com
1507	J&J Fit, LLC	477 Fore Street, Suite 128	Portland	ME	04101	207-808-8515
1553	PB Michigan, LLC	1440 Griswold Street (28 Grand)	Detroit	MI	48226	detroit@purebarre.com

Studio No.	Franchisee	Address[1]	City	State	ZIP	Telephone
1538	PB Rochester, LLC	13456 24 Mile Road	Shelby Township	MI	48315	586-488-1279
1557	KVB, LLC	6923 Orchard Lake Road	West Bloomfield	MI	48322	Not Yet Determined
1520	North Loop Barre, LLC	300 South Second Street	Minneapolis	MN	55401	877-249-5001
1559	L9, LLC	bismarck@purebarre.com	Bismarck	ND	TBD	Not Yet Determined
1536	Six Something, LLC	3150 State Route 22	Branchburg	NJ	08876	Not Yet Determined
1450	Portside Group, LLC	hoboken@purebarre.com	Hoboken	NJ	TBD	Not Yet Determined
1558	Elle Capital Corporation	jerseycity@purebarre.com	Jersey City	NJ	TBD	Not Yet Determined
1546	Alph Mama, LLC	chappaqua@purebarre.com	Chappaqua	NY	TBD	Not Yet Determined
1551	Pure Bereck, Inc.	6010 Gericho Turnpike	Commack	NY	10119	631-375-6440
1544	Ruby Rue Enterprises, Inc.	385 Route 25A #9	Miller Place	NY	11764	631-509-3711
1522	Rae Ventures, LLC	56 Marion Avenue, Suite 5	Saratoga Springs	NY	12866	518-888-2126
1523	PB-Bath Fairlawn, LLC	3900 Medina Road, Suite H	Fairlawn	OH	44333	216-626-5151
1483	Rebel and Rain LLC	media@purebarre.com	Media	PA	TBD	Not Yet Determined
1547	ELLEON, LLC	noelle@purebarre.com	Philadelphia	PA	TBD	Not yet Determined
1494	PB N. Mt. Pleasant, LLC	northmtpleasant@purebarre.com	Charleston	SC	TBD	not yet determined
1510	Colony and Greer, LLC	300 Indian Lake Blvd., Suite T120	Hendersonville	TN	37075	615-431-2097
1555	Barre Aggies, LLC	collegestation@purebarre.com	College Station	TX	TBD	collegestation@purebarre.com
1529	McKenna Holdings, LLC	4525 Kingwood Drive	Kingwood	TX	77345	kingwood@purebarre.com
1531	Barre So Hard, LLC	2810 Business Center Drive, Suite 110	Pearland	TX	77584	281-406-8889
1560	The Final 10, LLC	therim@purebarre.com	San Antonio	TX	TBD	Not Yet Determined
1556	PB Gainesville, LLC	13950 Promanade Commons Street, Suite B-1B	Gainesville	VA	20155	gainesvilleva@purebarre.com
1542	Vanderhouwen Fitness II, LLC	eastvancouver@purebarre.com	Vancouver	WA	TBD	Not Yet Determined

NOTES:

(1) If a franchisee has not established a Studio location, we have listed the franchisee's email address

LIST OF FRANCHISEES THAT HAVE LEFT THE SYSTEM IN OUR PAST FISCAL YEAR OR THAT HAVE FAILED TO COMMUNICATE WITH US

Franchise Owner(s)	City	State	ZIP	Telephone	Reason
PB Mobile, LLC	Mobile	AL	36608	251-345-1180	Transfer
PB San Tan Village, LLC	Gilbert	AZ	85295	480-821-1515	Transfer
PB Berkeley, LLC	Berkeley	CA	94704	510-647-8607	Transfer
Palmdesert, LLC	Palm Desert	CA	92260	760-836-0333	Transfer
Vicencia Fitness, LLC	Rancho Santa Margarita	CA	92688	949-216-0732	Transfer
Pure Barre Sherman Oaks, LLC	Sherman Oaks	CA	91423	818-983-2876	Closure
Woodland Pure, LLC	Woodland Hills	CA	91364	818-712-0353	Transfer
SuzanneSuzanne, LLC	Boulder	CO	80301	303-443-3054	Transfer
Bradenton Barre, LLC	Bradenton	FL	34209	941-353-3064	Transfer
PB Estero, LLC	Estero	FL	33928	239-789-6900	Transfer
MLH Fitness, LLC	Jupiter	FL	33458	561-277-9215	Transfer
November Enterprises, LLC	Orlando	FL	32803	407-399-3230	Transfer
November Enterprises, LLC	Orlando	FL	32819	407-413-3411	Transfer
MLH Fitness, LLC	Palm Beach Gardens	FL	33410	561-622-7006	Transfer
ATL PB Inman Park, LLC	Atlanta	GA	30307	404-975-3244	Transfer
ATL PB Toco Hills, LLC	Atlanta	GA	30329	404-315-9001	Transfer
ATL PBVinings, LLC	Atlanta	GA	30339	770-989-1375	Transfer
True Reach Lincoln Park, LLC	Chicago	IL	60614	872-206-5154	Transfer
Pure Deerfield, LLC	Deerfield	IL	60611	847-914-0755	Transfer
Studio 26, LLC	Geneva	IL	60134	630-492-1224	Transfer
Pure Keiki, LLC	Naperville	IL	60540	630-922-8803	Transfer
Curly Top, LLC	Carmel	IN	46032	317-816-1261	Transfer
PB Tuzzoloa, LLC	Concord	MA	01742	978-341-8574	Transfer
Studio Thirty-three, LLC	Sudbury	MA	01776	978-261-5901	Transfer
PB Westford, LLC	Westford	MA	01886	978-727-8040	Transfer
Two Girls and a Barre, LLC	Grosse Pointe Farms	MI	48236	313-458-7857	Transfer
TAABB, LLC	Chesterfield	MO	63017	636-591-4499	Transfer
High Seats, LLC	Billings	MT	59102	406-534-2883	Transfer
Emma and Brittany, LLC	Lincoln	NE	68516	402-904-4841	Transfer
PB ABQ, LLC	Albuquerque	NM	87113	575-312-2640	Closure
PB Southampton, LLC	Southampton	NY	11968	631-353-3064	Closure
Erin Anderson Griffith	Bend	OR	97702	541-678-5478	Closure
PDX Woldpack, LLC	Portland	OR	97209	503-894-8623	Transfer
PB Charleston, LLC	Charleston	SC	29401	843-732-1727	Transfer
PB West Ashley, LLC	Charleston	SC	29407	843-7321727	Transfer
Studio Firm, LLC	Arlington	TX	76006	817-652-2920	Closure
Sierra Barre, LLC	Austin	TX	78734	737-202-4338	Transfer

Franchise Owner(s)	City	State	ZIP	Telephone	Reason
Third Street Holdings, LLC	Dallas	TX	75206	214-361-2882	Transfer
Third Street Holdings, LLC	Dallas	TX	75204	214-521-6600	Transfer
LTB Guhn Enterprises, LLC	Denton	TX	76205	940-600-4012	Closure
LTB FM, LLC	Flower Mound	TX	75028	972-539-3065	Transfer
Steber PB, LLC	Fort Worth	TX	76107	817-253-4058	Transfer
Lemon Barre, LLC	Lubbock	TX	79424	806-698-6300	Transfer
PL Blondie, LLC	Southlake	TX	76092	817-488-7434	Closure
JHS Fitness, LLC	Elm Grove	WI	53122	414-800-7369	Transfer

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Exhibit I
To Franchise Disclosure Document

DEVELOPMENT AGREEMENT

PB FRANCHISING, LLC

AREA DEVELOPMENT AGREEMENT

DEVELOPER

_____

_____

DATE OF AGREEMENT

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PB FRANCHISING, LLC
AREA DEVELOPMENT AGREEMENT

THIS AREA DEVELOPMENT AGREEMENT (the "Agreement"), is made and entered into this _____day of _____, 20__, by and between: (i) PB Franchising, LLC, a limited liability company formed and operating under the laws of the State of Delaware whose principal business address is 17877 Von Karman Ave., Suite 100, Irvine, California 92614 (the "Franchisor"); and (ii)_____, a/n _____ with a business address at _____ (the "Developer").

WITNESSETH:

WHEREAS, as the result of the expenditure of time, effort and expense, Franchisor has created a unique and distinctive proprietary system (hereinafter the "System") for the establishment, development and operation of Pure Barre Studios (each, a "Studio") that offer Pure Barre fitness training classes, as well as other services that Franchisor designates from time to time (collectively, the "Pure Barre Classes"); and (ii) any other services that we develop, designate and/or otherwise authorize (collectively, the "Approved Services").

WHEREAS, Franchisor owns the System and the right to use the Proprietary Marks (as defined below), and grants the right and license to others to use the System and the Proprietary Marks;

WHEREAS, the distinguishing characteristics of the System include, without limitation, proprietary methodology and procedures for the establishment and operating procedures, site selection guidance and criteria, specifications for the design, layout and construction of the interior of the Studio, standards and specifications for the furniture, fixtures and equipment located within a Studio, established relationships with approved or designated suppliers for certain products and services, and standards and specifications for advertising, bookkeeping, sales and other aspects of operating a Studio.

WHEREAS, Franchisor identifies the System and licenses the use of certain trade names, service marks, trademarks, emblems and indicia of origin, including the mark Pure Barre and other trade names, service marks and trademarks as are now designated and may hereafter be designated by Franchisor in writing for use with the System (the "Proprietary Marks");

WHEREAS, Developer desires the right to develop, own and operate multiple Studios under the System in a defined geographic area under a Development Schedule (the "Development Schedule") set forth in this Agreement; and

WHEREAS, Developer acknowledges that Developer has conducted an independent investigation of the business contemplated by this Agreement and recognizes that, like any other business, the nature of the business conducted as a Studio may evolve and change over time, that an investment in a Studio involves a business risk and the success of the venture is largely dependent upon Developer's business abilities and efforts.

NOW, THEREFORE, the parties, in consideration of the mutual undertakings and commitments set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

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1. REFERENCES AND DEFINITIONS

A. DEVELOPMENT AREA

"Development Area" means the geographic area described in Exhibit A.

B. DEVELOPMENT SCHEDULE/DEVELOPMENT PERIOD

"Development Schedule" means the schedule for Developer to open and operate a specific cumulative number of Studios as set forth in Exhibit B to this Agreement. Each "Development Period" is a period of time set forth in the Development Schedule wherein Developer must meet each specific development obligations.

C. FRANCHISE AGREEMENT

Except for the royalty fee and the advertising contributions, which shall remain the same in each franchise agreement executed pursuant to this Agreement and any extensions of this Agreement, the term "Franchise Agreement" means the then-current form of agreements (including the franchise agreement and any exhibits, riders, collateral assignments of leases or subleases, shareholder guarantees and preliminary agreements) that Franchisor customarily uses in the granting of a franchise for the ownership and operation of a Studio.

Concurrent with the execution of this Agreement, Developer shall execute the Franchise Agreement for the first Studio that Developer is granted the right to open within the Development Area hereunder. Franchisor, in its sole discretion, but subject to the express provisions contained herein, may modify or amend in any respect the standard form of Franchise Agreement it customarily uses in granting a franchise for a Studio.

The parties agree and acknowledge that: (i) Developer must timely execute Franchisor's then-current form of Franchise Agreement for each Studio that Developer is required to open and commence operating pursuant to the Development Schedule; and (ii) Franchisor may, in its discretion, modify or amend the form of Franchise Agreement that Franchisor is using as of the date this Agreement is executed as it deems appropriate for (a) use in the Pure Barre System generally, and (b) execution by the parties in connection with the Studios that Developer must subsequently open and commence operating under this Agreement.

D. PRINCIPALS

The term "Principals" includes, collectively and individually, Developer's owners; if Developer is an entity, any officers and directors of Developer (including the officers and directors of any general partner of Developer) and any person and of any entity directly owning and/or controlling ten percent (10%) or more of Developer, or a managing member or manager of a limited liability company. The initial Principals shall be listed in Exhibit D. The Principals must execute an agreement in substantially the form of the attached Guaranty and Assumption of Obligations (immediately following this Agreement) undertaking to be bound jointly and severally to all provisions of this Agreement.

2. USE OF SYSTEM

Developer acknowledges, and does not contest, Franchisor's exclusive ownership and rights to each and every aspect of the System. Developer's right to developer Studios is specifically limited to the Development Area, as well as the terms and conditions of this Agreement and Franchise Agreements executed pursuant thereto.

3. GRANT OF DEVELOPMENT RIGHTS

A. GRANT AND TERM

In reliance on the representations and warranties of Developer and its Principals, Franchisor grants to Developer, and Developer hereby accepts the right and obligation to develop, a designated number of Studios within the Development Area in full compliance with the terms of this Agreement, including the timely development obligations to open a specific cumulative number of Studios over prescribed periods of time as established in the Development Schedule; and in full compliance with all obligations and provisions under the form(s) of Franchise Agreement entered into for the right to own and operate each individual Studio.

The term of this Agreement shall commence upon full execution of this Agreement and, unless earlier terminated by Franchisor pursuant to the terms hereof, this Agreement shall expire upon the earlier of: (i) the date Developer timely opens the last Studio it is required to open and commence operations within the Development Area pursuant to this Agreement; or (ii) the last day of the last Development Period on the Development Schedule. Developer acquires no rights under this Agreement to develop Studios outside the Development Area. Upon expiration or termination of this Agreement for any reason, Developer will have no rights whatsoever within the Development Area (other than any territorial rights that Franchisor has granted to Developer in connection with any Studio(s) that Developer has timely opened pursuant to a Franchise Agreement as required by the Development Schedule prior to the date this Agreement is terminated or expires).

B. COMMITMENT OF DEVELOPER

Franchisor has granted these rights in reliance on the business skill, financial capability, personal character and expectations of performance by the Developer and its Principals. This Agreement is for the purpose of developing and operating the Studios, and is not for the purpose of reselling the rights granted by this Agreement.

C. DEVELOPMENT PLAN

The following conditions and approvals are conditions precedent before the right of Developer to develop each Studio becomes effective. At the time Developer selects a site for each Studio, Developer must satisfy the operational, financial and training requirements, set forth below:

(1) Operational: Developer must be in substantial compliance with the material terms and conditions of this Agreement and all Franchise Agreements granted Developer. For each Studio operated by Developer, Developer must be in substantial compliance with the standards, specifications, and procedures set forth and described in the Manuals (defined in the Franchise Agreement).

(2) Financial: Developer and the Principals must satisfy Franchisor's financial criteria for Developers and Principals with respect to Developer's operation of its existing Studios, if any, and the proposed Studio. Developer must be in compliance and not been in default during the twelve (12) months

preceding Developer's request for approval, of any monetary obligations of Developer to Franchisor or its affiliate under any Franchise Agreement granted under this Agreement.

D. EXECUTION OF FRANCHISE AGREEMENT

This Agreement is not a Franchise Agreement and does not grant Developer any right or license to operate a Studio, or to provide services, or to distribute goods, or any right or license in the Proprietary Marks. Developer must timely execute Franchisor's then-current form of Franchise Agreement for each Studio that Developer is required to open under the Development Schedule.

4. DEVELOPMENT RIGHTS AND OBLIGATIONS

A. RESERVATION OF RIGHTS

Franchisor (on behalf of itself and its affiliate(s), parent(s) and subsidiaries) retains the rights, in its sole discretion and without granting any rights to Developer: (1) to itself operate, or to grant other persons the right to operate, Studios at locations and on terms Franchisor deems appropriate outside the Development Area granted Developer, and (2) to sell the products and services authorized for Studios under the Proprietary Marks or under other trademarks, service marks and commercial symbols through dissimilar channels of distribution and under terms Franchisor deems appropriate within and outside the Development Area, including, but not limited to, by electronic means, such as the Internet, and by web sites established by Franchisor, as we determine, in our sole discretion.

In addition, Franchisor, any other developer and any other authorized person or entity shall have the right, at any time, to advertise and promote the System, in the Development Area. Developer acknowledges and agrees that Developer is only granted the right to develop and operate Studios within the Development Area. Accordingly, within and outside the Development Area, Franchisor and its affiliate and its subsidiaries may also offer and sell, and may authorize others to offer and sell products and services identified by the Proprietary Marks (including memberships and gift cards) at or from any location.

Franchisor and its affiliate(s)/parent(s) further reserve the right to: (i) open and operate, and license others the right to open and operate, Studios using the Proprietary Marks and System at any location outside of your Development Area; (ii) open and operate, and license others the right to open and operate, businesses that operate under marks other than the Proprietary Marks the offer similar products and services that are offered by a Studio, regardless of location; (iii) otherwise market, offer and sell products and services that are similar to the Approved Products and Approved Services offered by a Studio under a different trademark or trademarks, regardless of location; (iv) use the Proprietary Marks and System, as well as other such marks we designate, to distribute any Approved Products and/or Services in any alternative channel of distribution at any location, including via the Internet, mail order, catalog sales, toll-free numbers, wholesale stores, etc.); (v) to acquire, merge with, or otherwise affiliate with, and after that own and operate, and franchise or license others to own and operate, any business of any kind, including, without limitation, any business that offers products or services the same as or similar to the Approved Products and Approved Services (but under different marks), regardless of location; and (vi) use the Proprietary Marks and System, and license others to use the Proprietary Marks and System, to engage in any other activities not expressly prohibited by this Agreement.

Franchisor may be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by a business providing products and similar services to those provided at a Studio, or by another business, even if such business operates, franchises and/or licenses competitive businesses within the Development Area granted by the Area Development Agreement and within the Designated Territory granted by a Franchise Agreement.

Franchisor has the right to own, operate and license others to own and operate other business concepts in and outside the Development Area consistent with the terms of this Section.

Franchisor has no obligation and will not pay Developer if it exercises any of the rights specified above within the Development Area granted by the Area Development Agreement or within the Designated Territory granted by a Franchise Agreement.

B. RIGHTS DURING DEVELOPMENT PERIODS

Subject to Section 4(A) and the other terms of this Agreement, if Developer (i) is in compliance with the material terms and conditions contained in this Agreement, including the timely development obligations to open a specific cumulative number of Studios over prescribed periods of time as established in Exhibit B (the "Development Schedule"), and (ii) is in substantial compliance with all material obligations under Franchise Agreements executed by Developer for individual Studios under this Agreement; then during the Development Schedule, Franchisor: (i) will grant Developer the right to own and operate Studios located within the Development Area pursuant to the terms of this Agreement; and (ii) will not operate (directly or through its affiliate), nor grant a franchise for the location of, any Studio within the Development Area, except for franchises granted to Developer under this Agreement.

If Developer, for any reason within his control, fails to comply with the Development Schedule, this failure constitutes a material default of this Agreement, and Franchisor has the right to terminate this Agreement pursuant to Section 14 of this Agreement. In the event Developer fails to cure the noticed default within the time allowed under Section 14, Franchisor may terminate this Agreement and grant individual or area development franchises within the Development Area to third parties or own and operate Studios owned by Franchisor or by the affiliate of Franchisor. Franchisor and Developer agree that the timely development of Studios by Developer in compliance with the Development Schedule will control the rights granted Developer by this Agreement, regardless of the time period granted Developer to open a Studio pursuant to a Franchise Agreement for such Studio. Upon termination of this Agreement, all rights granted Developer revert to Franchisor, who is free to franchise any other person to use the System within the Development Area or to itself own and operate Studios within the Development Area.

Notwithstanding anything contained in this Section, Franchisor will provide Developer with a one-time reasonable extension of time not to exceed 90 days to comply with its development obligations in any one of the Development Period as set forth in the Development Schedule (see Exhibit B), provided: (i) Developer has already executed a lease for, or otherwise obtained, a Premises that Franchisor approves for any Studio(s) it is required to open and operate during that Development Period; and (ii) Developer notifies Franchisor of its need for such an extension no less than 30 days prior to expiration of that Development Period. The parties agree and acknowledge that Franchisor's grant of this one-time extension under this Section will not extend, modify or otherwise affect the expiration of any of Developer's subsequent Development Periods or subsequent development obligations.

C. DEVELOPMENT OBLIGATIONS

Developer will at all times faithfully, honestly, and diligently perform his obligations under this Agreement and will continuously exert his best efforts to timely promote and enhance the development of Studios within the Development Area. Developer agrees to open and operate the cumulative number of Studios at the end of each Development Period set forth in the Development Schedule (see Exhibit B). Developer agrees that compliance with the Development Schedule is the essence of this Agreement.

D. EXPIRATION OR TERMINATION

After this Agreement expires or terminates for any reason, Franchisor shall have the absolute right to own and operate, or license other parties the right to own and operate Studios, in the Development Area, except in those Designated Territories granted under each Franchise Agreement that Developer enters into pursuant to this Agreement.

5. STUDIO CLOSINGS

If during the term of this Agreement, Developer ceases to operate any Studio developed under this Agreement for any reason, Developer must develop a replacement Studio to fulfill Developer's obligation to have open and in operation the required number of Studios upon the expiration of each Development Period. The replacement Studio must be open and in operation within nine (9) months after Developer ceases to operate the Studio to be replaced or Developer will be in material breach of this Agreement. If, during the term of this Agreement, Developer, in accordance with the terms of any Franchise Agreement for a Studio developed under this Agreement, transfers its interests in that Studio, a transferred Studio shall continue to be counted in determining whether the Developer has complied with the Development Schedule so long as it continues to be operated as a Studio. If the transferred Studio ceases to be operated as a PureBarre Studio, it will not count toward Developer's compliance with the Development Schedule.

6. PROCEDURE FOR EXERCISING DEVELOPMENT RIGHTS

Developer shall enter into a separate Franchise Agreement with Franchisor for each Studio developed pursuant to this Agreement. The Franchise Agreement to be executed for the first Studio to be developed by Developer under this Agreement must be executed and delivered to Franchisor concurrently with the execution and delivery of this Agreement. All subsequent Studios developed under this Agreement must be established and operated under the then-current form of Franchise Agreement then being used by Franchisor for Studios under the System. The then-current form of Franchise Agreement may differ from the form attached as Exhibit C; however, the provisions regarding royalty fees and advertising contributions shall remain as established in Exhibit C. Developer must execute the then-current form of Franchise Agreement for each Studio to be developed under this Agreement

Developer acknowledges that the projected opening dates for each Studio set forth in the Development Schedule are reasonable requirements. Developer must execute a Franchise Agreement for each Studio by the earlier of: (i) fifteen (15) days from the date a lease is signed for a location that Franchisor approves for the Studio at issue; and (ii) the date necessary for Developer to otherwise comply with its development obligations under this Agreement.

7. DUTIES OF DEVELOPER

A. ORGANIZATION OF DEVELOPER

Developer makes the following representations, warranties and covenants and accepts the following continuing obligations:

(1) If Developer is a corporation, limited liability company or a partnership, Developer represents, warrants and covenants that: (i) Developer is duly organized and validly existing under the state law of its formation; (ii) Developer is duly qualified and is authorized to do business in each jurisdiction which requires such qualification; (iii) the execution and performance of this Agreement are within Developer's corporate power, if Developer is a corporation or if Developer is a partnership permitted under

Developer's written partnership agreement, or if Developer is a limited liability company, permitted under the management agreement;

(2) If Developer is a corporation, copies of its articles of incorporation, bylaws, other governing documents, any amendments, resolutions of the Board of Directors authorizing entry into and performance of this Agreement, shall be promptly furnished to Franchisor. If Developer is a partnership, copies of Developer's written partnership agreement and other governing documents shall be promptly furnished to Franchisor before the execution of this Agreement. If Developer is a limited liability company, copies of Developer's organizational documents and management agreement shall be promptly furnished to Franchisor;

(3) If Developer is a corporation, partnership, limited liability company, or other form of legal entity other than an individual, Developer shall maintain at all times a current list of all owners of record and all beneficial owners of any class of voting securities in Developer or, if Developer is a partnership, Developer shall maintain at all times a current list of all owners of an interest in the partnership, or, if Developer is a limited liability company, it shall maintain at all times a current list of managers and members of the limited liability company;

(4) If, after the execution of this Agreement, any person ceases to qualify as one of the Developer's Principal's (as defined in Section 1), or if Developer believes in the event any individual later qualifies as one of Principals, Developer shall promptly notify Franchisor and that person shall execute any documents (including, as applicable, this Agreement) as Franchisor may reasonably require;

(5) If Developer is a corporation, Developer must maintain stop-transfer instructions against the transfer of its records of any equity security and each stock certificate of the corporation shall have conspicuously endorsed upon it a statement in a form satisfactory to Franchisor that it is held subject to all restrictions imposed upon assignments by this Agreement; provided, however, that the requirements of this Section 7 shall not apply to a publicly held corporation. If Developer is a partnership, its written partnership agreement shall provide that ownership of an interest in the partnership is held subject to and that further assignment or transfer is subject to restrictions imposed on assignments by this Agreement. If Developer is a limited liability company, its articles of organization and operating agreement must provide that ownership interests are subject to restrictions on transfers imposed on assignments by this Agreement;

(6) Developer agrees to maintain at all times throughout the term of this Agreement, sufficient working capital to fulfill its obligations under this Agreement; and

(7) Each Principal who has right, title, or interest of ten percent (10%) or more in the ownership of Developer, must each execute and bind themselves to the confidentiality and noncompetition covenants set forth in the Confidentiality Agreement and Ancillary Covenants Not to Compete (Exhibit E). The Principals agree to jointly and severally guarantee the performance of all of Developer's obligations, under the terms of this Agreement, except the obligation to open Studios.

B. REQUIREMENTS OF REPRESENTATIVE

Upon the execution of this Agreement, Developer must designate and retain an individual throughout the term of this Agreement to act on behalf of Developer in all transactions with Developer concerning Developer's obligations under this Agreement (the "Representative"). If Developer is an individual, Developer must perform all obligations of the Representative. The Representative must use reasonable efforts to do the following, during the entire period he serves in that capacity: (1) maintain a direct or indirect ownership interest in the Developer; (2) devote substantial time and reasonable efforts to the supervision and conduct of the business contemplated by this Agreement and execute this Agreement

as one of the Principals; and (3) meet Franchisor's standards and criteria for a Representative as set forth in the Manuals or otherwise in writing by Franchisor. If the Representative or any designee is not able to continue to serve in the capacity of Representative or no longer qualifies, Developer must promptly notify Franchisor and designate a replacement.

C. BEST EFFORTS

Developer must use his best efforts to substantially comply with all requirements of federal, state and local rules, regulations and orders.

8. SITE SELECTION, LEASES, FRANCHISE AGREEMENT

A. SELECTION OF SITE BY DEVELOPER

Developer assumes all costs, liabilities, expenses and responsibilities for locating, obtaining, financing and developing sites for Studios, and for constructing and equipping Studios at those sites. The selection of a site and the development of a Studio at any site is the responsibility of Developer. The selection of a site by Developer is subject to our approval and must be in compliance with Franchisor's site selection procedures and its standards for demographic characteristics, parking, traffic patterns and the predominant character of the neighborhood, and other commercial characteristics of the site and any other factors Franchisor may consider relevant in reviewing a site selected by Developer. Developer must not enter into a binding commitment with a prospective seller or lessor of real estate with respect to the site for a Studio until Franchisor has approved the proposed site. Developer specifically acknowledges that the selection of a site by Developer in compliance with Franchisor's site selection procedures and the approval of a site by Franchisor does not constitute a representation, promise or guarantee by Franchisor that the site and the Studio to be operated at that site will be profitable or successful. Developer acknowledges that factors governing the success of a Studio are unpredictable and beyond Franchisor's control. Franchisor is not responsible to Developer or to any other person or entity if a site approved by Franchisor fails to meet Developer's expectations for revenue or operational criteria.

B. DEMOGRAPHIC INFORMATION

Before acquiring a site for any Studio by lease or purchase, Developer must locate a site for the Studio that satisfies the site selection guidelines Franchisor provides to Developer and must submit to Franchisor, in the form Franchisor specifies, a description of the site, a demographic study and other information and materials Franchisor may reasonably require and shall represent in writing that Developer has the option or other firm commitment to obtain the site. Franchisor will review information provided by Developer for the site which may include the population of the work force or residents, character of the neighborhood, household income, ingress and egress, and trade area. If on-site evaluations by Franchisor are requested by Developer or determined to be necessary by Franchisor, then Franchisor or its designee will, at Franchisor's expense, provide a single on-site inspection in connection with each Studio that Developer is required to open hereunder at Franchisor's expense. Developer must reimburse Franchisor for the reasonable expenses Franchisor incurs for any additional on-site evaluations, including, but not limited to, the cost of travel, lodging, meals and wages of Franchisor's representatives and employees.

C. LEASE OR PURCHASE OF SITE

Developer shall not make any binding commitment to purchase or lease real estate for a proposed site for a Studio until the proposed site has been approved by Franchisor and a Franchise Agreement has been executed by Franchisor and Developer (or its affiliate) for a Studio at such site. Developer shall provide Franchisor with a copy of either the proposed contract of sale or lease relating to the site before the

Franchise Agreement is executed. Developer must comply with the conditions set forth in the Franchise Agreement at issue in connection with the signing of such a lease, including ensuring that both Developer and the landlord for the proposed site execute Franchisor's prescribed from of Collateral Assignment of Lease. Developer must use any approved or designated suppliers that Franchisor designates in connection with the site selection and acquisition process.

D. FRANCHISE AGREEMENT

Franchisor will deliver a Franchise Agreement, in the then-current form, to Developer for execution by Developer (or its affiliate). With the execution of this Agreement, Developer must concurrently execute the Franchise Agreement establishing Developer's first Studio and return both this Agreement and the Franchise Agreement to Franchisor. If Developer fails to execute the Franchise Agreement, Franchisor may, at its sole discretion, revoke its approval of the site and its offer to grant Developer a franchise to operate a Studio at the site.

9. DEVELOPMENT FEE

Concurrently with the execution of this Agreement, Developer must pay to Franchisor a nonrefundable area development fee equal to $_____ (the "Development Fee"). The Development Fee is deemed fully earned by Franchisor upon execution of this Agreement in consideration of lost development opportunities and is nonrefundable under any circumstances. Developer will not be required to pay any additional initial franchise fee for each Studio opened pursuant to this Agreement upon executing a Franchise Agreement for that Studio.

10. SUPERIORITY OF INDIVIDUAL FRANCHISE AGREEMENT

Developer understands and agrees that any and all individual Franchise Agreements executed by Developer and Franchisor for Studios within the Development Area are independent of this Agreement. The continued effectiveness of any Franchise Agreement does not depend on the continued effectiveness of this Area Development Agreement. If any conflict arises with this Agreement and any Franchise Agreement, the Franchise Agreement controls, has precedence and superiority (except with respect to the opening deadline for each Studio Developer is granted the right to open under this Agreement).

11. COVENANTS

A. Developer and the Representative covenant that during the term of this Agreement, except as otherwise approved in writing by Franchisor, Developer and the Representative must devote substantial time, energy and best efforts to the management and operation of the development activities required under this Agreement.

B. Developer acknowledges that, as a participant in Franchisor's System, Developer will receive proprietary and confidential information and materials, trade secrets, and the unique methods, procedures and techniques that Franchisor has developed. As such, Developer agrees to the covenants in this Section to protect Franchisor, the System, Proprietary Marks and Franchisor's other franchisees and developers.

(1) During the term of this Agreement, neither Developer, its Principals, owners, officers or guarantors, nor any immediate family of Developer, its Principals, owners, officers or guarantors, may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

(a) Own, maintain, engage in, be employed or serve as an officer, director, or principal of, lend money or extend credit to or have any interest in or involvement with, any: (i) fitness, exercise or personal training business; (ii) any fitness, exercise or personal training marketing or consulting business; (iii) any business offering products of a similar nature to those of the Studio (each, a "Competing Business"); or (iv) offers or grants licenses or franchises, or establishes joint ventures, for the ownership or operation of a Competing Business. For purposes of this Agreement, a Competing Business does not include: (A) any business operated by Developer under a Franchise Agreement with Franchisor; or (B) any business operated by a publicly-traded entity in which Developer owns less than two percent (2%) legal or beneficial interest

(b) Employ or seek to employ any person who is at that time employed by Franchisor, Franchisor's affiliates or any other System franchisee or developer, or otherwise directly or indirectly induce or seek to induce such person to leave his or her employment thereat; or

(c) Divert, or attempt to divert, any prospective customer to a Competing Business in any manner.

(2) For a period of two (2) years after the expiration and nonrenewal, transfer or termination of this Agreement, regardless of the cause, neither Developer, its Principals, owners, officers and guarantors, nor any member of the immediate family of Developer, its Principals, owners, officers or guarantors, may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation, be involved with any business that competes in whole or in part with Franchisor by offering or granting licenses or franchises, or establishing joint ventures, for the ownership or operation of a Competing Business. The geographic scope of the covenant contained in this Section is any location where Franchisor can demonstrate it has offered or sold franchises as of the date this Agreement is terminated or expires.

(3) For a period of two (2) years after the expiration and nonrenewal, transfer or termination of this Agreement, regardless of the cause, neither Developer, its Principals, owners, officers and guarantors, nor any member of the immediate family of Developer, its Principals, owners, officers or guarantors, may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

(a) Own, maintain, engage in, be employed as an officer, director, or principal of, lend money to, extend credit to or have any interest in or involvement with any other Competing Business: (i) within the Development Area; or (ii) within a forty (40) mile radius of the perimeter of the Development Area being granted hereunder or any other designated territory or development area licensed by Franchisor to a Studio (whether franchised or company-owned) at any time from the date of expiration or termination of this Agreement through the date Franchisee attempts to undertake the competitive activity at issue; or

(b) Solicit business from customers of Developer's former Studios or contact any of Franchisor's suppliers or vendors for any competitive business purpose, nor solicit any of Franchisor's other employees, or the employees of Franchisor's affiliates or any other System franchisee or developer to discontinue employment.

C. It is the parties' intent that the provisions of this Section 11 be judicially enforced to the fullest extent permissible under applicable law. Accordingly, the parties agree that any reduction in scope or modification of any part of the noncompetition provisions contained herein shall not render any other part unenforceable. In the event of the actual or threatened breach of this Section 11 by Developer, any of Developer's Principals, or any member of the immediate family of Developer or Developer's Principals,

Franchisor shall be entitled to an injunction restraining such person from any such actual or threatened breach. Developer acknowledges that the covenants contained herein are necessary to protect the goodwill of other System franchisees and developers, and the System. Developer further acknowledges that covenants contained in this Section 11 are necessary to protect Franchisor's procedures and know-how transmitted during the term of this Agreement. Developer agrees that in the event of the actual or threatened breach of this Section 11, Franchisor's harm will be irreparable and that Franchisor has no adequate remedy at law to prevent such harm. Developer and the Principals agree to pay all costs and expenses (including reasonable attorneys' fees) incurred by Franchisor in connection with the enforcement of this Section 11. Developer acknowledges and agrees on Developer's own behalf and on behalf of the persons who are liable under this Section 11 that each has previously worked or been gainfully employed in other careers and that the provisions of this Section 11 in no way prevent any such person from earning a living. Developer further acknowledges and agrees that the time limitation of this Section 11 shall be tolled during any default under this Section 11.

D. Developer must ensure that all management personnel of Developer's Studios opened under this Agreement, as well as any officers or directors of Developer, execute Franchisor's then-current form of Confidentiality and Non-Competition Agreement. Developer must furnish Franchisor a copy of each executed agreement.

E. Developer hereby agrees that the existence of any claim Developer may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to Franchisor's enforcement of the covenants contained in this Section 11. Developer agrees to pay all costs and expenses (including reasonable attorneys' fees) that Franchisor incurs in connection with the enforcement of this Section 11.

F. Notwithstanding the foregoing, Franchisor reserves the right, in its sole discretion, to reduce the period of time or geographic scope of the non-competition covenants set forth in this Section 11 and in Exhibit E, by written notice to Developer.

12. RELATIONSHIP OF THE PARTIES

A. The parties agree that this Agreement does not create a fiduciary relationship between them, that Developer is an independent contractor and must at all times represent itself as an independent contractor. This Agreement does not create either party as an agent, legal representative, subsidiary, joint venturer, partner, employee or joint employer. Developer shall hold itself out to the public as an independent contractor operating pursuant to this Agreement. Developer agrees to take any action necessary to that end, including without limitation, exhibiting a notice on signage and member contracts, as required by Franchisor as to content and manner of disclosure.

B. Developer understands and agrees that nothing in this Agreement authorizes Developer to make any contract, agreement, warranty or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name and that Franchisor shall in no event assume liability for, or be deemed liable under this Agreement as a result of any such action, or for any act or omission of Developer in the conduct of its business pursuant to this Agreement or any claim or judgment arising therefrom.

C. Developer and each of the Principals shall, at all times, indemnify and hold harmless Franchisor and its affiliate, successors and assigns and the officers, directors, shareholders, agents, representatives and employees of each of them ("Indemnitees") from all losses and expenses incurred in connection with any formal or informal action, suit, proceeding, claim, demand, investigation or inquiry or any settlement thereof, which arises out of or is based upon the action or negligence of Developer or any Principal in any of the following:

(1) The infringement, alleged infringement, or any other violation or alleged violation of any Proprietary Mark or other proprietary right owned by Franchisor;

(2) Claims of sexual harassment or discrimination by Developer's employees or by a guest at the Studio;

(3) The violation of any federal, state or local law, regulation, rule, standard or directive, or any industry standard, including without limitation, health, sanitation and safety laws and regulations;

(4) Libel, slander or any other form of defamation of Franchisor or the System, by Developer or the Principals;

(5) The violation or breach by Developer or any of the Principals of any warranty, representation, agreement or obligation of this Agreement or any Franchise Agreement; and

(6) Acts, errors or omissions of Developer or any of its agents, servants, employees, contractors, partners, affiliates or representatives.

Notwithstanding anything contained in this Section 12(C), Developer will not be required to indemnify, defend or hold Franchisor harmless for any claims or causes of action that arise solely out of Franchisor's gross negligence or willful misconduct.

D. Developer and each of the Principals agree to give Franchisor immediate notice of any such action, suit, proceeding, claim, demand, inquiry or investigation.

E. Franchisor may, at any time and without notice, as it, in its reasonable discretion, consent, or agree to settlement, or take such other remedial or corrective action as it deems expedient with respect to the action, suit, proceeding, claim, demand, inquiry or investigation.

F. All losses and expenses incurred under this Section 12 shall be chargeable to and shall be paid by Developer or any of the Principals pursuant to this Section 12, regardless of any actions, activity or defense undertaken by Franchisor or the subsequent success or failure of such actions, activity or defense. However, Franchisor will indemnify Developer from losses or expenses resulting from the direct result of Franchisor's negligence or intentional acts.

G. The phrase "losses and expenses" shall include, without limitation, all monetary losses, compensatory, exemplary or punitive damages, fines, actual costs, expenses, lost profits, reasonable attorneys' fees, court costs, settlement amounts, judgments, damages to Franchisor's reputation and goodwill, costs of financing or advertising material and media costs and all expenses of recall, refunds, compensation, public notices and such other amounts incurred in connection with the matters described.

H. Developer must give Franchisor notice of any such action immediately upon Developer having received notice of any such action, claim or proceeding.

I. Under no circumstances shall Indemnitees be required or obligated to seek recovery from third parties or otherwise mitigate their losses in order to maintain a claim against Developer. Developer and the Principals agree that the failure of Franchisor to pursue recovery or mitigate loss from third parties will in no way reduce the amounts recoverable from Developer or the Principals.

J. Developer and the Principals expressly agree that the terms of this Section 12 shall continue in full force and effect after the termination, expiration or transfer of this Agreement or any interest herein.

13. PROPRIETARY MARKS

A. Developer acknowledges that Developer has no interest in or to the Proprietary Marks and Developer's right to use the Proprietary Marks is derived solely from the individual Franchise Agreements entered into between Developer and Franchisor for the purpose of operating Studios. Developer agrees that all usage of the Proprietary Marks by Developer and any goodwill established exclusively benefits Franchisor. Developer agrees that after termination or expiration of this Agreement, Developer will not, except with respect to Studios operated by Developer under individual Franchise Agreements, directly or indirectly, at any time or in any manner identify itself or any business as a Developer or former Developer of, or otherwise associated with, Franchisor or use in any manner or for any purpose any Proprietary Mark or other indicia of a Studio or any colorable imitation.

B. Developer must not use any Proprietary Mark as part of any corporate or trade names or with any prefix, suffix, or other modifying words, terms, designs, or symbols, or in any modified form, nor may Developer use any Proprietary Mark in connection with any business or activity, other than the business conducted by Developer under Franchise Agreements entered into between Developer and Franchisor, or in any other manner not explicitly authorized in writing by Franchisor.

C. Developer must immediately notify Franchisor in writing of any apparent infringement of or challenge to Developer's use of any Proprietary Mark, or claim by any person of any rights in any Proprietary Mark or similar trade name, trademark, or service mark of which Developer becomes aware. Developer must not communicate with any person other than Franchisor and its counsel regarding any infringement, challenge or claim. Franchisor has sole discretion to take action it deems appropriate and the right to exclusively control any litigation, U.S. Patent and Trademark Office proceeding or other administrative proceeding arising out of any infringement, challenge, or claim or otherwise relating to any Proprietary Mark.

D. Franchisor has registered the domain name www.purebarre.com. Developer acknowledges that Franchisor is the lawful and sole owner of this domain name, which incorporates the trademark Pure Barre. Developer agrees not to register the trademark Pure Barre or any of the Proprietary Marks now or hereafter owned by Franchisor or any abbreviation, acronym or variation of the Proprietary Marks, or any other name that could be deemed confusingly similar, as Internet domain names, including, but not limited to, generic and country code top level domain names available at the present time or in the future.

E. Developer agrees and acknowledges that this Agreement does not grant Developer any rights whatsoever to use any Proprietary Mark, and that such rights are only granted through Developer's timely execution of a Franchise Agreement that will govern the operation of a Studio that Developer is required to open pursuant to the Development Schedule.

14. TERMINATION

A. Franchisor may terminate this Agreement for a material default of this Agreement by Developer and all rights granted herein shall automatically terminate upon written notice to Developer, upon the occurrence of any of the following:

(1) If Developer becomes insolvent, makes a general assignment for the benefit of creditors; files a voluntary petition in bankruptcy, or an involuntary petition is filed against Developer in bankruptcy; or Developer is adjudicated bankrupt; or if a bill in equity or other proceeding for the

appointment of a receiver of Developer or other custodian for Developer or assets is filed and consented to by Developer; or if a receiver or other custodian (permanent or temporary) of Developer's assets or property, or any part thereof, is appointed by a court of competent jurisdiction; or if a proceeding for a composition of creditors under any state or federal law should be initiated against Developer; or if a final judgment remains unsatisfied or of record for thirty (30) days or longer, (unless supersedeas bond is filed); or if Developer is dissolved; or if execution is levied against Developer; or if a suit to foreclose any lien or mortgage against the premises or Studio is levied; or if the real or personal property of Studio is sold after levy thereon by any sheriff, marshal or law officer;

(2) If Developer or any of its Principals fail to comply with Section 11 of this Agreement;

(3) If Developer or a Principal discloses the contents of the Manuals or other confidential information contrary to this Agreement;

(4) If an immediate threat or danger to public health or safety results from the operation of a Studio operated by Developer under a Franchise Agreement;

(5) If Developer or a Principal has made material misrepresentations in connection with its application for the franchise;

(6) If Developer fails on three (3) or more occasions within any one (1) year period to comply with one (1) or more provisions of this Agreement, whether or not such failures to comply are cured after notice thereof is delivered to Developer; or

(7) Failure to comply with the conditions of transfer of any interest in Developer as required of this Agreement.

B. Franchisor may terminate this Agreement and all rights granted herein, upon thirty (30) days written notice to Developer, or a less time as specified below, for a material default of this Agreement, which shall constitute good cause for termination and the failure of Developer to cure the good cause for termination within the notice period. Good cause for termination shall be the occurrence of any one of the following events of default:

(1) If Developer fails to meet the development requirements set forth in the Development Schedule;

(2) If Developer fails to develop, open and operate each Studio and execute each Franchise Agreement in compliance with this Agreement;

(3) If Developer fails to designate a qualified replacement Representative;

(4) If Developer misappropriates, misuses or makes any unauthorized use of the Proprietary Marks or materially impairs the goodwill associated with the Proprietary Marks or with the System and does not cure such default following written notice from Franchisor;

(5) If Developer, fails, refuses or is unable to promptly pay when due any monetary obligation to Franchisor or its affiliate required by this Agreement, or by any Franchise Agreement or any other agreement between the parties and does not cure the monetary default within fourteen (14) days following written notice from Franchisor;

(6) If Developer fails to correct a deficiency of a health, sanitation, or safety issue after notice of such deficiency is issued by a local, state, or federal agency or regulatory authority; or

(7) If Developer fails to comply with any other material term or material condition imposed by this Agreement or any Franchise Agreement executed pursuant thereto.

C. Failure of Developer to cure the default within the specified time, or a longer period of time as applicable law may require, will result in Developer's rights under this Agreement to be terminated effective on the expiration of the notice period, and without further notice to Developer.

D. Upon termination of this Agreement, Developer has no right to establish or operate any Studio for which an individual Franchise Agreement has not already been executed by both Franchisor and Developer, as well as delivered to Developer, as of the date of termination. Franchisor, effective upon termination of this Agreement, shall have the absolute right and is entitled to establish, and to license others to establish, Studios in the Development Area, except as may be otherwise provided under any Franchise Agreement which is then in effect between Franchisor and Developer.

E. No default under this Agreement shall constitute a default under any Franchise Agreement between the parties, unless Developer's acts or omissions also violate the terms and conditions of the applicable Franchise Agreement.

F. No right or remedy herein conferred upon or reserved to the Franchisor is exclusive of any other right or remedy provided or permitted by law or in equity.

15. EFFECT OF TERMINATION AND EXPIRATION

All obligations of Franchisor and Developer under this Agreement, which expressly or by their nature survive the expiration or termination of this Agreement, continue in full force and effect after the expiration or termination of this Agreement and until they are satisfied in full or by their nature expire.

16. TRANSFER OF INTEREST

A. BY FRANCHISOR

Franchisor has the absolute right to transfer or assign this Agreement and all or any part of its rights, duties or obligations to any person or legal entity without the consent of or notice to Developer. This Agreement shall inure to the benefit of, and be binding on the successors and assigns of Franchisor.

B. DEVELOPER MAY NOT ASSIGN WITHOUT APPROVAL OF THE FRANCHISOR

Developer understands and acknowledges that the rights and duties created by this Agreement are personal to Developer and its owners and that Franchisor has granted these rights to Developer in reliance upon the individual or collective character, skill, aptitude, attitude, business ability and financial capacity of Developer and/or its owners. Unless otherwise provided with respect to an assignment to an entity controlled by Developer as provided in Section 16(D), none of these rights nor any ownership interest in Developer may be voluntarily, involuntarily, directly or indirectly, assigned, sold, conveyed, pledged, sub-franchised or otherwise transferred by Developer or its owners (including by merger or consolidation, by issuance of additional securities representing an ownership interest in Developer, by conversion of a general partnership to a limited partnership, by transfer or creation of an interest as a general partner of a partnership, by transfer of an interest in Developer or in this Agreement in a divorce proceeding, or if

Developer or an owner of Developer dies, by will, declaration of or transfer in trust or the laws of the intestate succession) without the approval of Franchisor. Any attempted assignment or transfer without such approval will constitute a breach of this Agreement and will not transfer any rights or interests to such assignee or transferee.

C. CONDITIONS FOR APPROVAL OF ASSIGNMENT

If Developer is in substantial compliance with this Agreement, Franchisor shall not unreasonably withhold its approval of an assignment or transfer contemplated by Section 16(B) so long as the proposed assignee or transferer has good and moral character, sufficient business experience and aptitude to develop and own and operate Studios, and otherwise meets Franchisor's then-current standards for developers and System franchisees. Franchisor may require that any one or more of the following conditions be met before, or concurrently with, the effective date of any such assignment or transfer:

(1) All the accrued monetary obligations of Developer or any of its affiliates and all other outstanding obligations to Franchisor or its affiliate arising under this Agreement or any Franchise Agreement or other agreement between them and all trade accounts and any other debts to Franchisor, of whatsoever nature, prior to the transfer becoming effective shall be satisfied;

(2) Developer and its affiliates are not in material default of any substantive provision of this Agreement, any amendment hereof or successor hereto, or any Franchise Agreement granted pursuant to its terms, or other agreement between Developer or any of its affiliates and Franchisor or its affiliate;

(3) Developer and its Principals, as applicable, shall have executed a general release, in a form satisfactory to Franchisor, releasing Franchisor of any and all claims against Franchisor and its affiliate and their respective past and present partners, the past and present officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, in their corporate and individual capacities, including, without limitation, claims arising under or related to this Agreement and any other agreements between Developer and Franchisor, or under federal, state or local laws, rules, and regulations or orders;

(4) The transferee shall demonstrate to Franchisor's satisfaction that the transferee meets the criteria considered by Franchisor when reviewing a prospective developer's application for development rights, including, but not limited to, Franchisor's managerial and business experience standards, that the transferee possesses good moral character, business reputation and credit rating; that the transferee has the aptitude, financial resources and capital committed for the operation of the business, and the geographic proximity of other territories with respect to which transferee has been granted development rights or of other Studios operated by transferee, if any;

(5) The transferee shall sign a written assumption agreement, in a form prescribed by Franchisor, assuming full, unconditional, joint and several liability from the date of the transfer of all obligations, covenants and agreements of Developer in this Agreement; and, if transferee is a corporation, limited liability company or a partnership, transferee's shareholders, partners, members or other investors, as applicable, shall also execute such agreement;

(6) Developer shall pay a transfer fee equal to Ten Thousand Dollars ($10,000) to Franchisor at the time of transfer, unless the transfer is being made: (i) to an immediate family member of Developer that Franchisor approves pursuant to Section 16(F); or (ii) in the form of an encumbrance of the assets of any Franchised Business (or a subordinating Franchisor's security interest in such assets) as a necessary condition to obtain SBA or traditional bank financing;

(7) Developer acknowledges and agrees that each condition, which must be met by the transferee, is reasonable and necessary; and

(8) Developer must pay any referral fees or commissions that may be due to any franchise broker, sales agent or other third party upon the occurrence of such assignment.

Franchisor's consent to a transfer of any interest in Developer described herein shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement by the transferee. Upon an approved transfer under this Section, Developer will only be bound by, and liable in connection with, its post-term obligations under this Agreement.

D. ASSIGNMENT TO A CORPORATION OR LIMITED LIABILITY COMPANY

(1) Notwithstanding the provisions of this Section 16 of this Agreement, upon thirty (30) days' prior written notice to Franchisor, and without payment of a transfer fee, Developer may assign this Agreement to a corporation or limited liability company that conducts no business other than the development and/or operation of Studios. Developer shall be the owner of all the voting stock or interest of the corporation or limited liability company, or if Developer is more than one individual, each individual shall have the same proportionate ownership interest in the corporation as he had in Developer before the transfer. Developer and each of its Principals, as applicable, may transfer, sell or assign their respective interests in Developer, by and amongst themselves with Franchisor's prior written consent, which consent shall not be unreasonably withheld; but may be conditioned on compliance with Section 11, except that such transfer, sale or assignment shall not effect a change in the controlling interest in Developer.

(2) Any person who is or becomes a shareholder or member of Developer or has or acquires beneficial ownership of any shares of stock equal to or greater than ten percent (10%) ownership interest in Developer must execute an agreement in substantially the form of the attached Guaranty and Assumption of Obligations undertaking to be bound jointly and severally to all provisions of this Agreement. Developer must furnish Franchisor at any time upon request a certified copy of the articles of incorporation or articles of organization and a list, in a form Franchisor requires, of all shareholders or members of record and all persons having beneficial ownership of shares of stock, reflecting their respective interests in Developer.

E. RIGHT OF FIRST REFUSAL

If Developer receives and desires to accept any bona fide offer to transfer an ownership interest in this Agreement from a third party, then the Developer shall promptly notify Franchisor in writing and send Franchisor an executed copy of the contract of transfer. Franchisor shall have the right and option, exercisable within thirty (30) days after actual receipt of such notification or of the executed contract of transfer which shall describe the terms of the offer, to send written notice to Developer that Franchisor intends to purchase the Developer's interest on the same terms and conditions offered by the third party. Closing on the purchase must occur within sixty (60) days from the date of notice by Franchisor to the Developer of Franchisor's election to purchase. If Franchisor elects not to accept the offer within the thirty (30) day period, Developer shall have a period not to exceed sixty (60) days to complete the transfer subject to the conditions for approval set forth in Section 16(C) of this Agreement. Any material change in the terms of any offer before closing shall constitute a new offer subject to the same rights of first refusal by Franchisor as in the case of an initial offer. Failure of Franchisor to exercise the option afforded by this Section 16 shall not constitute a waiver of any other provision of this Agreement. If the offer from a third party provides for payment of consideration other than cash or involves certain intangible benefits, Franchisor may elect to purchase the interest proposed to be sold for the reasonable cash equivalent, or any

publicly-traded securities, including its own, or intangible benefits similar to those being offered. If the parties cannot agree within a reasonable time on the reasonable cash equivalent of the non-cash part of the offer, then such amount shall be determined by an independent appraiser designated by Franchisor, and his determination shall be binding.

F. DEATH OR DISABILITY

Upon the death or permanent disability of Developer (or the managing shareholder, managing member or partner), the executor, administrator, conservator or other personal representative of that person, or the remaining shareholders, partners or members, must appoint a competent manager that is approved by Franchisor within ninety (90) days from the date of death or permanent disability (the "90 Day Period"). Before the end of the 90 Day Period, the appointed manager must attend and successfully complete Franchisor's training program and must either execute Franchisor's then-current form of area development agreement for the unexpired term of this Agreement, or furnish a personal guaranty of any partnership, corporate or limited liability company Developer's obligations to Franchisor and Franchisor's affiliates. If the Studio is not being managed by a Franchisor approved manager during the 90 Day Period, Franchisor is authorized, but is not required, to immediately appoint a manager to maintain the operations of Developer's Studios for and on behalf of Developer until an approved assignee is able to assume the management and operation of the Studio. Franchisor's appointment of a manager of the Studio does not relieve Developer of his obligations, and Franchisor is not liable for any debts, losses, costs or expenses incurred in the operations of the Studio or to any creditor of Developer for any products, materials, supplies or services purchased by the Studio during any period in which it is managed by Franchisor's appointed manager. Franchisor has the right to charge a reasonable fee for management services and to cease to provide management services at any time. Franchisor's right of first refusal set forth in Section 16(E) will not apply to a transfer under this Section if the transferee is an immediate family member of Developer that Franchisor approves.

G. PUBLIC OR PRIVATE OFFERINGS

(1) Developer acknowledges that the written information used to raise or secure funds can reflect upon Franchisor. Developer agrees to submit any written information intended to be used for that purpose to Franchisor before its inclusion in any registration statement, prospectus or similar offering circular or memorandum. This requirement applies under the following conditions: (i) if Developer attempts to raise or secure funds by the sale of securities in Developer or any affiliate of Developer (including common or preferred stock, bonds, debentures or general or limited partnership interest) and (ii) if any of its owners attempt to raise or secure funds by the sale of securities in Developer or any affiliate of Developer (including common or preferred stock, bonds, debentures or general or limited partnership interests) Developer (or any of its owners) agrees not to use the written materials submitted to Franchisor or any other written materials to raise or secure funds unless and until Franchisor approves of the language. No information respecting Franchisor or its affiliate shall be included in any securities disclosure document, unless that information has been furnished to Franchisor, in writing, pursuant to the written request of the Developer. The written request shall state the specific purpose for which the information is to be used. Should Franchisor, in its sole discretion, object to any reference to Franchisor or its affiliate or any of their businesses in the offering literature or prospectus, the literature or prospectus shall not be used unless and until the objections of Franchisor are withdrawn. Franchisor assumes no responsibility for the offering whatsoever. Developer must pay Franchisor a public offering fee of Three Thousand Five Hundred Dollars ($3,500) for the costs to Franchisor to review the information. The written consent of Franchisor pursuant to this Paragraph G does not imply or constitute the approval of Franchisor with respect to the method of financing, the offering literature submitted to Franchisor or any other aspect of the offering.

(2) The prospectus or other literature utilized in any offering must contain the following language in bold-face type on the first textual page:

"NEITHER PB FRANCHISING, LLC NOR ITS AFFILIATE NOR ANY OF ITS AFFILIATE'S SUBSIDIARIES IS DIRECTLY OR INDIRECTLY THE ISSUER OF THE SECURITIES OFFERED. NEITHER PB FRANCHISING, LLC NOR ITS AFFILIATE NOR ANY OF ITS AFFILIATE'S SUBSIDIARIES ASSUMES ANY RESPONSIBILITY WITH RESPECT TO THIS OFFERING AND/OR THE ADEQUACY OR ACCURACY OF THE INFORMATION SET FORTH, INCLUDING ANY STATEMENTS MADE WITH RESPECT TO ANY OF THEM. NEITHER PB FRANCHISING, LLC NOR ITS AFFILIATE NOR ANY OF ITS AFFILIATE'S SUBSIDIARIES ENDORSES OR MAKES ANY RECOMMENDATION WITH RESPECT TO THE INVESTMENT CONTEMPLATED BY THIS OFFERING."

(3) Developer and each of its owners agrees to indemnify, defend and hold harmless Franchisor and its affiliate, and their respective officers, directors, employees and agents, from any and all claims, demands, liabilities, and all costs and expenses (including reasonable attorneys' fees) incurred by Franchisor as the result of the offer or sale of securities. This Agreement applies to any and all claims, demands, liabilities, and all costs and expenses (including reasonable attorneys' fees) asserted by a purchaser of any security or by a governmental agency. Franchisor has the right (but not the obligation) to defend any claims, demands or liabilities and/or to participate in the defense of any action to which Franchisor or its affiliate or any of their respective officers, directors, employees or agents is named as a party.

H. NOTICE TO FRANCHISOR

Provided Developer is not then a public company, if any person holding an interest in Developer (other than Developer or a Principal, which parties shall be subject to the provisions set forth above) transfers such interest, then Developer shall promptly notify Franchisor of such proposed transfer in writing and provide information as Franchisor may reasonably request before the transfer. The transferee may not be one of Franchisor's competitors. The transferee must execute a Confidentiality Agreement and Ancillary Covenants Not to Compete in the form then required by Franchisor, which form shall be in substantially the same form attached hereto as Exhibit E. Franchisor also reserves the right to designate the transferee as one of the Principals. If Developer is a public company, this provision applies only to transfers in interest by Principals or to any person or entity controlling more than ten percent (10%) of Developer's voting stock.

17. APPROVALS

A. Wherever this Agreement requires the prior approval or consent of Franchisor, Developer shall make a timely written request to Franchisor for such approval or consent.

B. Franchisor makes no warranties or guarantees upon which Developer may rely and assumes no liability or obligation to Developer or to any third party to which it would not otherwise be subject, by providing any waiver, approval, advise, consent, or services to Developer in connection with this Agreement, or by any reason of neglect, delay or denial of any request therefor.

18. NONWAIVER

A. No failure of Franchisor to exercise any power reserved to it by this Agreement, or to insist upon strict compliance by Developer or Principals with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver or estoppel of Franchisor's right to demand exact compliance with any of the terms herein and Developer and the Principals warrant and undertake that it shall not rely on such failure, custom or practice. Waiver by Franchisor of any particular default by Developer or any of the Principals shall not affect or impair Franchisor's rights with respect to any subsequent default of the same, similar or different nature, nor shall delay, forbearance, or omission of Franchisor to exercise any power or right arising out of any breach or default by its other developers or by Developer of any of the terms, provisions, or covenants hereof, affect or impair Franchisor's right to exercise the same, nor shall such constitute a waiver by Franchisor of any right hereunder, or the right to declare any subsequent breach or default and to terminate this Agreement prior to the expiration of its term. Subsequent acceptance by Franchisor of any payments due to it hereunder shall not be deemed to be a waiver by Franchisor of any preceding breach by Developer of any terms, covenants or conditions of this Agreement.

B. All rights and remedies of the parties hereto shall be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies which are provided for herein or which may be available at law or in equity in case of any breach, failure or default or threatened breach, failure or default of any term, provision or condition of this Agreement, the rights and remedies of the parties hereto shall be continuing and shall not be exhausted by any one or more uses thereof, and may be exercised at any time or from time to time as often as may be expedient; and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time. The expiration or early termination of this Agreement shall not discharge or release Developer from any liability or obligation then accrued, or any liability or obligation continuing beyond, or arising out of, the expiration or early termination of this Agreement.

19. DEVELOPER'S RECORDS AND REPORTS

A. Developer must keep accurate records concerning all transactions and written communications between Franchisor and Developer relating to the development and operation of Studios in the Development Area. Franchisor's duly authorized representative has the right, following reasonable notice, at all reasonable hours of the day to examine all Developer's records with respect to the subject matter of this Agreement, and has full and free access to records for that purpose and for the purpose of making extracts. All records must be kept available for at least three (3) years after preparation.

B. Developer must furnish to Franchisor monthly written reports regarding Developer's progress on the development of Studios under this Agreement.

20. NOTICES AND PAYMENTS

All written notices and reports permitted or required to be delivered by the provisions of this Agreement or of the Manuals shall be deemed so delivered at the time delivered by hand or by e-mail with receipt confirmed by the receiving party or one (1) business day after sending by overnight courier with delivery confirmed and addressed to the party to be notified at its most current address of which the notifying party has been notified. The following addresses for the parties shall be used unless and until a different address has been designated by written notice to the other party:

Notices to Franchisor:

PB Franchising, LLC
Attn: Sarah Luna
17877 Von Karman Ave.
Suite 100
Irvine, California 92614

With an additional copy to:

Fisher Zucker, LLC
Attn: Lane Fisher
21 South 21st Street
Philadelphia, PA 19103

Notice to Developer:

_____
_____
_____
_____
ATTN: _____

21. GOVERNING LAW

A. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the state's conflict of laws principles, except that any disputes or actions involving any non-competition covenants set forth in this Agreement or any other Franchise Agreement, including the interpretation and enforcement thereof, shall be governed by the law of the state where the Development Area or Studio, as applicable, is located.

22. ARBITRATION AND OTHER DISPUTE RESOLUTION PROVISIONS

A. Developer must first bring any claim or dispute between Developer and Franchisor to Franchisor's management and make every effort to resolve the dispute internally. Developer must exhaust this internal dispute resolution procedure before Developer may bring Developer's dispute before a third party. This agreement to first attempt resolution of disputes internally shall survive termination or expiration of this Agreement.

B. At Franchisor's option, all claims or disputes between Developer and Franchisor (or its affiliates) arising out of, or in any way relating to, this Agreement or any other agreement by and between Developer and Franchisor (or its affiliates), or any of the parties' respective rights and obligations arising from such agreement, which are not first resolved through the internal dispute resolution procedure sent forth in Section 22(A) above, will be submitted first to mediation to take place at Franchisor's then-current headquarters under the auspices of the American Arbitration Association ("AAA"), in accordance with AAA's Commercial Mediation Rules then in effect. Before commencing any legal action against Franchisor or its affiliates with respect to any such claim or dispute, Developer must submit a notice to Franchisor, which specifies, in detail, the precise nature and grounds of such claim or dispute. Franchisor will have a period of thirty (30) days following receipt of such notice within which to notify Developer as to whether Franchisor or its affiliates elects to exercise its option to submit such claim or dispute to mediation. Developer may not commence any action against Franchisor or its affiliates with respect to any

such claim or dispute in any court unless Franchisor fails to exercise its option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by Franchisor. Franchisor's rights to mediation, as set forth herein, may be specifically enforced by Franchisor. Each party will bear its own cost of mediation and Franchisor and Developer will share mediator fees equally. This agreement to mediate will survive any termination or expiration of this Agreement. The parties will not be required to first attempt to mediate a controversy, dispute, or claim through mediation as set forth in this Section 22(B) if such controversy, dispute, or claim concerns an allegation that a party has violated (or threatens to violate, or poses an imminent risk of violating): (i) any federally protected intellectual property rights in the Proprietary Marks, the System, or in any confidential information; (ii) any of the restrictive covenants contained in this Agreement; and (iii) any of Developer's payment obligations under this Agreement.

C. Developer and Franchisor believe that it is important to resolve any disputes amicably, quickly, cost effectively and professionally, and to return to business as soon as possible. Subject to Sections 22(D)-(E) of this Agreement, Developer and Franchisor have agreed that the provisions of this Article 22 support these mutual objectives and, therefore, agree that any litigation, claim, dispute, suit, action, controversy, or proceeding of any type whatsoever including any claim for equitable relief and/or where either party is acting as a "private attorney general," suing pursuant to a statutory claim or otherwise, between or involving Developer and Franchisor on whatever theory and/or facts based, and whether or not arising out of this Agreement, ("Claim") will be processed in the following manner:

a. Developer and Franchisor each expressly waives all rights to any court proceeding, except as expressly provided in Sections 22(B) and 22(C), below.

b. All Claims shall be submitted to and resolved by binding arbitration in Orange County, California, before and in accordance with the arbitration rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator shall be entered in any Court having jurisdiction thereof.

c. Franchisor and Developer agree that any arbitration between Franchisor and Developer shall be of Developer's individual claim and that the claim subject to arbitration shall not be arbitrated on a class-wide basis.

d. This arbitration provision shall be deemed to be self-executing, and in the event either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear.

e. In no event shall Franchisor be liable to Developer for punitive damages in any action arising out of or relating to this Agreement, or any breach, termination or cancellation hereof.

f. Any arbitration proceeding conducted under this Section, including all demands, filings and evidence submitted in connection therewith, must be kept strictly confidential, unless Franchisor agrees otherwise in writing.

D. Developer acknowledges and agrees that irreparable harm could be caused to Franchisor by Developer's violation of certain provisions of this Agreement and, as such, in addition to any other relief available at law or equity, Franchisor shall be entitled to obtain in any court of competent jurisdiction, without bond, restraining orders or temporary or permanent injunctions in order to enforce, among other items, the provisions of this Agreement relating to: (i) Developer's use of the Proprietary Marks and

confidential information; (ii) the in-term covenant not to compete, as well as any other violations of the restrictive covenants set forth in this Agreement; (iii) Developer's obligations on termination or expiration of this Agreement; (iv) disputes and controversies based on or arising under the Lanham Act, as now or hereafter amended; (v) disputes and controversies involving enforcement of the Franchisor's rights with respect to confidentiality under this Agreement; and (vi) to prohibit any act or omission by Developer or its employees that constitutes a violation of applicable law, threatens Franchisor's franchise system or threatens other franchisees of Franchisor. Developer's only remedy if such an injunction is entered will be the dissolution of the injunction, if appropriate, and Developer waives all damage claims if the injunction is wrongfully issued.

E. Franchisor's officers, directors, shareholders, agents and/or employees are express third party beneficiaries of the provisions of this Agreement, including the dispute resolution provisions set forth in Section 22 of this Agreement, each having authority to specifically enforce the right to mediate claims asserted against such person(s) by Developer.

F. As a condition precedent to commencing an action for damages or for violation or breach of this Agreement, Developer must notify Franchisor within thirty (30) days after the occurrence of the violation or breach, and failure to timely give such notice shall preclude any claim for damages.

G. Developer shall not withhold all or any part of any payment to Franchisor or any of its affiliates on the grounds of Franchisor's alleged nonperformance or as an offset against any amount Franchisor or any of Franchisor's affiliates allegedly may owe Developer under this Agreement or any related agreements.

H. Developer further agrees that no cause of action arising out of or under this Agreement may be maintained by Developer against Franchisor unless brought before the expiration of one (1) year after the act, transaction or occurrence upon which such action is based or the expiration of one year after the Developer becomes aware of facts or circumstances reasonably indicating that Developer may have a claim against Franchisor hereunder, whichever occurs sooner, and that any action not brought within this period shall be barred as a claim, counterclaim, defense, or set-off. Developer hereby waives the right to obtain any remedy based on alleged fraud, misrepresentation, or deceit by Franchisor, including, without limitation, rescission of this Agreement, in any mediation, judicial, or other adjudicatory proceeding arising hereunder, except upon a ground expressly provided in this Agreement, or pursuant to any right expressly granted by any applicable statute expressly regulating the sale of franchises, or any regulation or rules promulgated thereunder.

I. Developer hereby waives to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) against Franchisor arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agrees that in the event of a dispute, that Developer's recovery is limited to actual damages. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages. Nothing in this Section or any other provision of this Agreement shall be construed to prevent Franchisor from claiming and obtaining expectation or consequential damages, including lost future royalties for the balance of the term of this Agreement if it is terminated due to Developer's default, which the parties agree and acknowledge Franchisor may claim under this Agreement.

J. THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER

BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT OR THE PERFORMANCE OF EITHER PARTY.

K. THE PARTIES AGREE THAT ALL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE BASIS, AND THAT ANY PROCEEDING BETWEEN DEVELOPER, DEVELOPER'S GUARANTORS AND FRANCHISOR OR ITS AFFILIATES/OFFICERS/EMPLOYEES MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN FRANCHISOR AND ANY OTHER THIRD PARTY.

23. ENFORCEMENT

A. SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS

(1) Except as expressly provided to the contrary in this Agreement, each section, paragraph, term and provision of this Agreement, is considered severable and if, for any reason, any portion of this Agreement is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency or tribunal with competent jurisdiction in a proceeding to which Franchisor is a party, that ruling shall not impair the operation of, or have any other effect upon, other portions of this Agreement as may remain otherwise intelligible, which shall continue to be given full force and effect and bind the parties to this Agreement, although any portion held to be invalid shall be deemed not to be a part of this Agreement from the date the time for appeal expires, if Developer is a party, otherwise upon Developer's receipt of a notice of non-enforcement from Franchisor.

(2) If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of this Agreement than is required in this Agreement, or the taking of some other action not required, or if under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any specification, standard or operating procedure Franchisor prescribes is invalid or unenforceable, the prior notice and/or other action required by law or rule shall be substituted for the comparable provisions, and Franchisor has the right, in its sole discretion, to modify the invalid or unenforceable provision, specification, standard or operating procedure to the extent required to be valid and enforceable. Developer agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is prescribed within the terms of any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions, or any specification, standard or operating procedure Franchisor prescribes, any portion or portions which a court may hold to be unenforceable in a final decision to which Franchisor is a party, or from reducing the scope of any promise or covenant to the extent required to comply with a court order. Modifications to this Agreement shall be effective only in that jurisdiction, unless Franchisor elects to give them greater applicability, and this Agreement shall be enforced as originally made and entered into in all other jurisdictions.

B. EXCEPTIONS

Neither Franchisor nor Developer are liable for loss or damage or deemed to be in breach of this Agreement if its failure to perform its obligations results from: (1) transportation shortages, inadequate supply of labor, material or energy, or the voluntary foregoing of the right to acquire or use any of the foregoing in order to accommodate or comply with the orders, requests, regulations, recommendations or instructions of any federal, state or municipal government or any department or agency; (2) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state, or municipal government or any department or agency; (3) acts of God; (4) acts or omissions of the other party; (5) fires,

strikes, embargoes, war or riot; or (6) any other similar event or cause. Any delay resulting from any of these causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable.

C. RIGHTS OF PARTIES ARE CUMULATIVE

The rights of Franchisor and Developer under this Agreement are cumulative and no exercise or enforcement by Franchisor or Developer of any right or remedy precludes the exercise or enforcement by Franchisor or Developer of any other right or remedy which Franchisor or Developer is entitled by law to enforce.

D. COSTS AND ATTORNEYS' FEES

If Developer is in breach or default of any monetary or non-monetary obligation under this Agreement or any related agreement between Developer and Franchisor and/or Franchisor's affiliates, and Franchisor engages an attorney to enforce Franchisor's rights (whether or not formal judicial proceedings are initiated), Developer must reimburse Franchisor for all costs/expenses incurred in connection with enforcing its rights under this Agreement including all reasonable attorneys' fees, court costs and arbitration expenses. If Developer institutes any legal action to interpret or enforce the terms of this Agreement, and Developer's claim in such action is denied or the action is dismissed, Franchisor is entitled to recover Franchisor's reasonable attorneys' fees, and all other reasonable costs and expenses incurred in defending against same, and to have such an amount awarded as part of the judgment in the proceeding.

E. VARIANCES

Developer acknowledges that Franchisor has and may at different times approve exceptions or changes from the uniform standards of the System in Franchisor's absolute sole discretion, which Franchisor deems desirable or necessary under particular circumstances. Developer understands that he has no right to object to or automatically obtain such variances, and any exception or change must be approved in advance from Franchisor in writing. Developer understands existing Developers may operate under different forms of agreements and that the rights and obligations of existing Developers may differ materially from this Agreement.

F. BINDING EFFECT

This Agreement is binding upon the parties of this Agreement and their respective executors, administrators, heirs, assigns and successors in interest, and shall not be modified except by written agreement signed by both Developer and Franchisor.

G. CONSTRUCTION/INTEGRATION CLAUSE

This Agreement, all exhibits to this Agreement and all ancillary agreements executed contemporaneously with this Agreement constitute the entire agreement between the parties with reference to the subject matter of this Agreement and supersede any and all prior negotiations, undertakings, representations, and agreements. Nothing in this Agreement or in any related agreement, however, is intended to disclaim the representations Franchisor made in the FDD that Franchisor furnished to Developer. Developer acknowledges that Developer is entering into this Agreement, and all ancillary agreements executed contemporaneously with this Agreement, as a result of Developer's own independent investigation of the franchised business and not as a result of any representations about Franchisor made by Franchisor's shareholders, officers, directors, employees, agents, representatives, independent contractors, attorneys, or Developers, which are contrary to the terms set forth in this Agreement or of any

franchise disclosure document, offering circular, prospectus, or other similar document required or permitted to be given to Developer pursuant to applicable law.

Developer hereby acknowledges and further represents and warrants to Franchisor that:

1. Developer has placed no reliance on any oral or written statements, whether referred to as representations, warranties, inducements, or otherwise, which are not contained in this Agreement or in the Franchise Disclosure Document;

2. Developer has entered into this Agreement after making an independent investigation of Franchisor's operations and the System;

3. Franchisor has not made any guarantee or provided any assurance that the business location will be successful or profitable regardless of whether Franchisor may have approved of the franchise or site location;

4. Developer has (a) read this Agreement in its entirety and understands its contents; (b) been given the opportunity to clarify any provisions that Developer did not understand and (c) had the opportunity to consult with professional advisors regarding the operation and effect of the Agreement and the operation of the System;

5. Developer has, together with its advisors, sufficient knowledge and experience in financial and business matters to make an informed decision with respect to the franchise offered by Franchisor; and

6. Developer has received a copy of the Franchise Disclosure Document not later than the first personal meeting held to discuss the sale of a franchise, or fourteen (14) calendar days before execution of this Agreement or fourteen (14) calendar days before any payment of any consideration.

Except as may have been disclosed at Item 19 of Franchisor's Franchise Disclosure Document, Developer represents and warrants to Franchisor that no claims, representations, or warranties regarding the earnings, sales, profits, success or failure of the franchised business have been made to Developer and no such claims, representations or warranties have induced Developer to enter into this Agreement.

Except for those changes permitted to be made unilaterally by Franchisor, no amendment, change or variance from this Agreement is binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

24. CAVEAT

A. The success of the business venture contemplated to be undertaken by this Agreement is speculative and depends, to a large extent, upon the ability of the Developer as an independent business person, and the active participation of Developer in the daily affairs of the business as well as other factors. Franchisor does not make any representation or warranty, express or implied, as to the potential success of the business venture contemplated hereby.

B. Developer acknowledges that it has entered into this Agreement after making an independent investigation of Franchisor's operations and not upon any representation as to gross sales, volume, potential earnings or profits which Developer in particular might be expected to realize, nor has anyone made any other representation which is not expressly set forth in this Agreement, to induce the Developer to accept this franchise and execute this Agreement.

C. Developer represents and acknowledges that he has received a copy of this Agreement, with all blanks filled in, from Franchisor at least seven (7) calendar days before the date of execution of this Agreement. Developer further represents that he understands the terms, conditions and obligations of this Agreement and agrees to be bound.

25. MISCELLANEOUS

A. Except as otherwise expressly provided, nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity who is not a party to this Agreement.

B. The headings of the several sections and paragraphs are for convenience only and do not define, limit or construe the contents of sections or paragraphs.

C. The "Developer" as used in this Agreement is applicable to one (1) or more persons, a corporation or a partnership or limited partnership or limited liability company as the case may be, and the singular usage includes the plural and the masculine and neuter usages include the other and the feminine. If two (2) or more persons are at any time Developer under this Agreement, their obligations and liabilities to Franchisor shall be joint and several. References to "Developer" and "Assignee" which are applicable to an individual or individuals shall mean the owner or owners of the equity or operating control of Developer or the Assignee, if Developer or the Assignee is a corporation, partnership, limited partnership or limited liability company.

This Agreement shall be executed in multiple copies, each of which shall be deemed an original.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal on the date first written above.

FRANCHISOR:

PB FRANCHISING, LLC

By: _____

Print Name: _____

Title: _____

Date: _____

DEVELOPER:

_____

IF AN INDIVIDUAL:

By: _____

Print Name: _____

Date: _____

Spouse Signature: _____

Spouse Name: _____

Date: _____

IF A PARTNERSHIP, CORPORATION, OR OTHER ENTITY:

By: _____

Print Name: _____

Title: _____

Date: _____

ATTACHMENT TO DEVELOPMENT AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this ____ day of _____ _____, 20___, by _____, (each a "Guarantor").

In consideration of, and as an inducement to, the execution of that certain Area Development Agreement (the "Area Development Agreement") by and between PB Franchising, LLC (the "Franchisor"), and _____ ("Developer"), each of the undersigned (each, a "Guarantor") hereby personally and unconditionally (a) guarantees to Franchisor, and its successor and assigns, for the term of the Area Development Agreement and as provided in the Area Development Agreement, that Developer shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Area Development Agreement; and (b) agrees to be personally bound by, and personally liable for the breach of, each and every obligation of Developer under the Area Development Agreement, both monetary obligations and non-monetary in nature, including without limitation, those obligations related to: confidentiality and non-disclosure; indemnification; the Proprietary Marks; the in-term and post-term covenants against competition, as well as all other restrictive covenants; and the governing law, venue, attorneys' fees and other dispute resolution provisions set forth in the Area Development Agreement (that shall also apply to this Guaranty and Assumption of Obligations).

Each Guarantor hereby waives: (1) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (2) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed; (3) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed; (4) any right Guarantor may have to require that an action be brought against Developer or any other person as a condition of liability; and (5) 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.

Each Guarantor hereby consents and agrees that: (1) such Guarantor's undertaking shall be direct, immediate and independent of the liability of, and shall be joint and several with, Developer and any other Guarantors; (2) Guarantor shall render any payment or performance required under the Area Development Agreement upon demand if Developer fails or refuses punctually to do so; (3) Guarantor's liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Developer or any other person; (4) Guarantor's liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may grant to Developer 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 guaranty, which shall be continuing and irrevocable during the term of the Area Development Agreement; (5) this undertaking will continue unchanged by the occurrence of any bankruptcy with respect to Developer or any assignee or successor of Developer or by any abandonment of the Area Development Agreement by a trustee of Developer; (6) neither the Guarantor's obligations to make payment or render performance in accordance with the terms of this undertaking nor any remedy for enforcement shall be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Developer or its estate in bankruptcy or of any remedy for enforcement, resulting from the operation of any present or future provision of the U.S. Bankruptcy Act or other statute, or from the decision of any court or agency; (7) Franchisor may proceed against Guarantor and Developer jointly and severally, or Franchisor may, at its option, proceed against Guarantor, without having commenced any action, or having obtained any judgment against Developer; and (8) Guarantor shall pay all reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempt to collect amounts due pursuant to this undertaking

or any negotiations relative to the obligations hereby guaranteed or in enforcing this undertaking against Guarantor.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Guaranty on the date stated on the first page hereof.

PERSONAL GUARANTORS

[Insert Name of Guarantor]	[Insert Name of Spouse]
[Insert Name of Guarantor]	[Insert Name of Spouse]
[Insert Name of Guarantor]	[Insert Name of Spouse]
[Insert Name of Guarantor]	[Insert Name of Spouse]

EXHIBIT A TO THE AREA DEVELOPMENT AGREEMENT

DEVELOPMENT AREA

The development rights and obligations of Developer, _____, to timely develop and open Pure Barre Studios shall be within the following described area:

_____

_____

_____

DEVELOPER

_____

By: _____

Name: _____

Title: _____

FRANCHISOR

PB FRANCHISING, LLC

By: _____

Name: _____

Title: _____

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EXHIBIT B TO AREA DEVELOPMENT AGREEMENT

DEVELOPMENT SCHEDULE

1. Development Schedule

Developer, _____, agrees to timely open Pure Barre Studios in compliance with the following development schedule (the "Development Schedule"). Developer further agrees that failure to timely open the Studios in compliance with the Development Schedule shall cause the rights of exclusivity granted to Developer regarding the geographic area defined in Exhibit A to be forfeited.

The Development Schedule is as follows:

Expiration of Development Period	Number of New Unit Franchises that Must be Opened and Commence Operations Within Development Period	Number of Unit Franchises that Must be Open and Operating by the Expiration of the Development Period

2. Forfeiture of Rights of Exclusivity

Developer's failure to comply with the Development Schedule in any manner shall be grounds for Franchisor to (a) terminate the Development Agreement to which this Development Schedule is attached as an Exhibit, or (b) in lieu of such termination, terminate any exclusive or other territorial rights that Developer may have within the Development Area or otherwise under the Development Agreement.

APPROVED:

DEVELOPER

_____

By: _____

Name: _____

Title: _____

FRANCHISOR

PB FRANCHISING, LLC

By: _____

Name: _____

Title: _____

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EXHIBIT C TO AREA DEVELOPMENT AGREEMENT

FRANCHISE AGREEMENT

EXHIBIT D TO AREA DEVELOPMENT AGREEMENT

STATEMENT OF OWNERSHIP INTERESTS AND PRINCIPALS

A. The following is a list of shareholders, partners, members or other investors in Developer, including all investors who own or hold a direct or indirect interest in Developer, and a description of the nature of their interest:

Name	Percentage of Ownership/Nature of Interest

B. The following is a list of all of Principals described in and designated pursuant to this Area Development Agreement, each of whom shall execute the Confidentiality Agreement and Ancillary Covenants Not to Compete substantially in the form set forth in Exhibit E of this Area Development Agreement:

DEVELOPER

_____

By: _____

Name: _____

Title: _____

FRANCHISOR

PB FRANCHISING, LLC

By: _____

Name: _____

Title: _____

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EXHIBIT E TO AREA DEVELOPMENT AGREEMENT

CONFIDENTIALITY AGREEMENT AND ANCILLARY COVENANTS NOT TO COMPETE

This Agreement is made and entered into this __day of _____, 20__, between PB Franchising, LLC, a Delaware limited liability company ("Franchisor"), _____ ("Developer"), and _____ ("Covenantor").

RECITALS

WHEREAS, Franchisor has obtained the right to develop a unique system (the "System") for the development and operation of Pure Barre Studios under the name and marks Pure Barre ("Studios"); and

WHEREAS, the System includes, but is not limited to, certain trade names, service marks, trademarks, logos, emblems and indicia of origin, including, but not limited to, the marks Pure Barre and other trade names, service marks, trademarks, logos, insignia, slogans, emblems, designs and commercial symbols as Franchisor may develop in the future to identify for the public the source of services and products marketed under the marks and under the System and representing the System's high standards of quality, appearance, service and all information relating to the System and to the development and operation of the Studio, including, without limitation, the operating manual, Franchisor's training program, members and supplier lists, or other information or know-how distinctive to a Studio, all of which Franchisor may change, improve and further develop and which Franchisor uses in connection with the operation of the System (collectively, the "Confidential Information"); and

WHEREAS, the Proprietary Marks and Confidential Information provide economic advantages to Franchisor and are not generally known to, and are not readily ascertainable by proper means by, Franchisor's competitors who could obtain economic value from knowledge and use of the Confidential Information; and

WHEREAS, Franchisor has taken and intends to take all reasonable steps to maintain the confidentiality and secrecy of the Confidential Information; and

WHEREAS, Franchisor has granted Developer the limited right to develop a Studio using the System, the Proprietary Marks and the Confidential Information, pursuant to an Area Development Agreement entered into on _____, 20__ ("Area Development Agreement"), by and between Franchisor and Developer; and

WHEREAS, Franchisor and Developer have agreed in the Area Development Agreement on the importance to Franchisor and to Developer and other licensed users of the System of restricting the use, access and dissemination of the Confidential Information; and

WHEREAS, it is necessary for certain employees, agents, independent contractors, officers, directors and equity interest holders of Developer, or any entity having an interest in Developer ("Covenantor") to have access to and to use some of all of the Confidential Information in the management and operation of Developer's Studio using the System; and

WHEREAS, Developer has agreed to obtain from those covenantors written agreements protecting the Confidential Information and the System against unfair competition; and

WHEREAS, Covenantor wishes to remain, or wishes to become associated with or employed by Developer; and

WHEREAS, Covenantor wishes and needs to receive and use the Confidential Information in the course of his employment or association in order to effectively perform the services for Developer; and

WHEREAS, Covenantor acknowledges that receipt of and the right to use the Confidential Information constitutes independent valuable consideration for the representations, promises and covenants made by Covenantor.

NOW, THEREFORE, in consideration of the mutual covenant and obligations contained in this Agreement, the parties agree as follows:

Confidentiality Agreement

1. Franchisor and/or Developer shall disclose to Covenantor some or all of the Confidential Information relating to the System. All information and materials, including, without limitation, manuals, drawings, specifications, techniques and compilations of data which Franchisor provides to Developer and/or Covenantor are deemed Confidential Information for the purposes of this Agreement.

2. Covenantor shall receive the Confidential Information in confidence and must, at all times, maintain them in confidence, and use them only in the course of his employment or association with a Developer and then only in connection with the development and/or operation by Developer of a Studio for so long as Developer is licensed by Franchisor to use the System.

3. Covenantor shall not at any time make copies of any documents or compilations containing some or all of the Confidential Information without Franchisor's express written permission.

4. Covenantor shall not at any time disclose or permit the disclosure of the Confidential Information except to other employees of Developer and only to the limited extent necessary to train or assist other employees of Developer in the development or operation of a Studio.

5. Covenantor must surrender any material containing some or all of the Confidential Information to Developer or Franchisor, upon request, or upon termination of employment by Developer, or upon conclusion of the use for which the information or material may have been furnished to Covenantor.

6. Covenantor shall not at any time, directly or indirectly, do any act that would or would likely be injurious or prejudicial to the goodwill associated with the Confidential Information and the System.

7. Franchisor loans all manuals to Developer for limited purposes only and they remain the property of Franchisor and may not be reproduced, in whole or in part, without Franchisor's written consent.

Covenants Not to Compete

1. In order to protect the goodwill and unique qualities of the System and the confidentiality and value of the Confidential Information during the term of this Agreement, and in consideration for the disclosure to Covenantor of the Confidential Information, Covenantor further agrees and covenants as follows:

a. Not to divert, or attempt to divert, directly or indirectly, any business, business opportunity, or customer of the Studios to any competitor;

b. Not to employ, or seek to employ, any person who is at the time or was within the preceding one hundred eighty (180) days employed by Franchisor, its affiliate or any Developer of Franchisor, or otherwise directly or indirectly induce such person to leave that person's employment except as may occur in connection with Developer's employment of that person if permitted under the Area Development Agreement; and

c. Except with respect to Studios operated under a valid and existing Franchise Agreement between Developer (or Developer's affiliates) and Franchisor, own, maintain, operate, engage in, or have any financial or beneficial interest in (including any interest in corporations, partnerships, trusts, limited liability companies, unincorporated associations or joint ventures), advise, assist or make loans to, any Competing Business (as defined below) or a business that is of a character and concept similar to a Studio. For purposes of this Agreement, a "Competing Business" is defined as any business that (1) derives at least ten percent (10%) of its revenue from the sale of exercise/fitness services or instruction comprised of barre classes or other Approved Services and Approved Products that are offered at a Studio, or (2) grants franchises or licenses to others to operate the type of business described in subpart (1) of this Section.

2. In further consideration for the disclosure to Covenantor of the Confidential Information and to protect the uniqueness of the System, Covenantor agrees and covenants that for two (2) years following the earlier of the expiration, termination or transfer of all Developer's interest in the Area Development Agreement or the termination of his association with or employment by Developer, Covenantor will not without the prior written consent of Franchisor:

a. Divert or attempt to divert, directly or indirectly, any business, business opportunity or customer of the Studios to any competitor;

b. Employ, or seek to employ, any person who is at the time or was within the preceding one hundred eighty (180) days employed by Franchisor, its affiliate or any franchisee of franchisor, or otherwise directly or indirectly induce such persons to leave that person's employment; and

c. Except with respect to Studios operated under Franchise Agreements between Developer and its affiliates, and Franchisor or its affiliate or any of its subsidiaries, own, maintain, operate, engage in, or have any financial or beneficial interest in (including any interest in corporations, partnerships, trusts, limited liability companies, unincorporated associations or joint ventures), advise, assist or make loans to, any Competing Business or a business that is of a character and concept similar to a Studio (i) within the Development Area granted to Developer; or (ii) within a forty (40) mile radius of the perimeter of the Development Area being granted to Developer or any other designated territory or development area licensed by Franchisor to a Studio as of the date of expiration, termination or transfer of all Developer's interest in the Area Development Agreement or the termination of Covenantor's association with or employment by Developer.

Miscellaneous

1. Developer shall make all commercially reasonable efforts to ensure that Covenantor acts as required by this Agreement.

2. Covenantor agrees that in the event of a breach of this Agreement, Franchisor would be irreparably injured and be without an adequate remedy at law. Therefore, in the event of a breach, or threatened or attempted breach of any of the provisions, Franchisor is entitled to enforce the provisions of

this Agreement and is entitled, in addition to any other remedies available to it at law or in equity, including the right to terminate the Area Development Agreement, to a temporary and/or permanent injunction and a decree for the specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm and without being required to furnish a bond or other security.

3. Covenantor agrees to pay all expenses (including court costs and reasonable attorneys' fees) incurred by Franchisor and Developer in enforcing this Agreement.

4. Any failure by Franchisor to object to or take action with respect to any breach of this Agreement by Covenantor shall not operate or be construed as a waiver of or consent to that breach or any subsequent breach by Covenantor.

5. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF **[INSERT STATE WHERE THE STUDIO IS LOCATED]** AND COVENANTOR HEREBY IRREVOCABLY SUBMITS HIMSELF TO THE JURISDICTION OF THE STATE COURT CLOSEST TO FRANCHISOR'S THEN-CURRENT HEADQUARTERS OR, IF APPROPRIATE, THE UNITED STATES DISTRICT COURT FOR THE DISTRICT FOR **[INSERT STATE WHERE THE STUDIO IS LOCATED]**. COVENANTOR HEREBY WAIVES ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. COVENANTOR HEREBY AGREES THAT SERVICE OF PROCESS MAY BE MADE UPON HIM IN ANY PROCEEDING RELATING TO OR ARISING UNDER THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY **[INSERT STATE WHERE THE STUDIO IS LOCATED]**OR FEDERAL LAW. COVENANTOR FURTHER AGREES THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE ONE OF THE COURTS DESCRIBED ABOVE IN THIS SECTION; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION WHICH INCLUDES INJUNCTIVE RELIEF OR OTHER EXTRAORDINARY RELIEF, FRANCHISOR MAY BRING SUCH ACTION IN ANY COURT IN ANY STATE WHICH HAS JURISDICTION.

6. The parties acknowledge and agree that each of the covenants contained in this Agreement are 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 the goodwill or other business interests of Franchisor. The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in any unappealed final decision to which Franchisor is a part, Covenantor expressly agrees to be bound by any lesser covenant subsumed within the terms of the covenant that imposes the maximum duty permitted by law as if the resulting covenant were separately stated in and made a part of this Agreement.

7. This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement. This Agreement may be modified only by a duly authorized writing executed by all parties.

8. All notices and demands required to be given must be in writing and sent by personal delivery, expedited delivery service, certified or registered mail, return receipt requested, first-class postage prepaid, facsimile or electronic mail, (provided that the sender confirms the facsimile or electronic mail, by sending an original confirmation copy by certified or registered mail or expedited delivery service within three (3) business days after transmission), to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other parties.

If directed to Franchisor, the notice shall be addressed to

PB Franchising, LLC
Attn: Sarah Luna
17877 Von Karman Ave.
Suite 100
Irvine, California 92614

If directed to Developer, the notice shall be addressed to:

_____
_____
_____
Attention: _____

If directed to Covenantor, the notice shall be addressed to:

_____
_____
_____
Attention: _____

Any notices sent by personal delivery shall be deemed given upon receipt. Any notices given by facsimile or electronic mail shall be deemed given upon transmission, provided confirmation is made as provided above. Any notice sent by expedited delivery service or registered or certified mail shall be deemed given three (3) business days after the time of mailing. Any change in the foregoing addresses shall be effected by giving fifteen (15) days written notice of such change to the other parties. Business day for the purpose of this Agreement excludes Saturday, Sunday and the following national holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving and Christmas.

9. The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and inure to the benefit of its respective parent, successor and assigns. The respective obligations of Developer and Covenantor hereunder may not be assigned by Developer or Covenantor without the prior written consent of Franchisor.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as witnessed by their signatures below.

FRANCHISOR:

PB FRANCHISING, LLC

By: _____
Title: _____

COVENANTOR:

_____

Printed Name: _____

DEVELOPER:

(If Developer is a corporation)

_____
Name of Corporation

By: _____
Title: _____

(If Developer is an individual owner, Developer must sign below; if a partnership, all partners must sign below)

_____
Developer

_____
Developer

_____
Developer

_____
Developer

(If Developer is a Limited Liability Company)

_____
Name of Limited Liability Company

By: _____
Title: _____

Exhibit J
To Franchise Disclosure Document

RECEIPTS

ITEM 23
RECEIPT

This Disclosure Document summarizes provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If PB Franchising, LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York, Oklahoma and Rhode Island require that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise agreement, or other agreement, or the payment of any consideration that relates to the franchise relationship.

Michigan, Oregon and Wisconsin require that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise agreement, or other agreement, or the payment of any consideration, whichever comes first.

If PB Franchising, LLC 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 D.C. 20580 and the appropriate State Agency identified on Exhibit B.

The franchisor is PB Franchising, LLC located at 3185 Pullman Street, Costa Mesa, CA 92626. The name, principal business address, and telephone number of each Franchise Seller offering the Franchise are: Lance Freeman, St. Gregory Development Group, LLC, 7720 Montgomery Rd., Suite 200, Cincinnati, OH 45236, (513) 264-6940; Sarah Luna, c/o PB Franchising, LLC, 17877 Von Karman Ave., Suite 100, Irvine, California 92614, and at (949) 346-9794; _____.

Issuance Date: April 9, 2018, as amended November 13, 2018. The effective date in each state is listed on the State Cover Page. PB Franchising, LLC authorizes the agents listed in Exhibit B to receive service of process for it.

I have received a Franchise Disclosure Document dated April 9, 2018, as amended November 13, 2018. This Disclosure Document included the following Exhibits:

A. FRANCHISE AGREEMENT AND EXHIBITS
B. LIST OF STATE AGENTS FOR SERVICE OF PROCESS AND STATE ADMINISTRATORS
C. FINANCIAL STATEMENTS
D. STATEMENT OF PROSPECTIVE FRANCHISEE
E. TABLE OF CONTENTS OF THE OPERATIONS MANUAL
F. GENERAL RELEASE OF ALL CLAIMS
G. STATE-SPECIFIC ADDENDA
H. LIST OF FRANCHISEES AND FRANCHISEES THAT LEFT OUR SYSTEM
I. MULTI-UNIT DEVELOPMENT AGREEMENT
J. RECEIPTS

_____ _____
(Print Name) (Signature)

_____
Date

Keep this copy for your records.

©2018 PB Franchising, LLC

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RECEIPT

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I. MULTI-UNIT DEVELOPMENT AGREEMENT
J. RECEIPTS

_____ _____
(Print Name) (Signature)

_____
Date

Please sign this copy of the receipt, date your signature, and return this form to us as described in Item 23.