

FRANCHISE DISCLOSURE DOCUMENT



BODYBAR FRANCHISING, LLC
A Texas Limited Liability Company
3236 West 7th Street
Suite B
Fort Worth, TX 76107
(817) 862-9550
www.bodybarpilates.com

We offer a franchise for the establishment and operation of studios offering Pilates-inspired classes and other fitness-related services under the BODYBAR trade name and business system.

The total investment necessary to begin operation of a single BODYBAR Pilates Studio range from \$389,964 to \$759,356. This amount includes \$77,500 that must be paid to the franchisor or its affiliate prior to opening.

We also offer an area development program for the establishment and operation of multiple BODYBAR Pilates Studios in a specified development area. The total investment necessary under our area development program depends on the number of franchises we grant you the right to open. The total investment necessary to enter into a development agreement for the right to develop three (3) BODYBAR Pilates Studios is between \$484,964 to \$854,356 ~~which. This amount~~ includes ~~(a)~~ a development fee amounting to \$155,000 payable to us at the time you enter into an area development agreement with us, along with ~~(b) an additional \$17,500 that is paid to us under the total investment necessary disclosed above to establish your initial BODYBAR Pilates Studio franchise agreement.~~

This Franchise Disclosure Document summarizes certain provisions of your franchise agreement and other information in plain English. Read this Franchise Disclosure Document and all accompanying agreements carefully. You must receive this Franchise Disclosure Document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact us at 3236 West 7th Street, Suite B, Fort Worth, TX 76107, Attn: Matt McCollum via telephone at (817) 862-9550, or by emailing franchising@bodybarpilates.com.

The terms of your contract will govern your franchise relationship. Do not rely on the Franchise Disclosure Document alone to understand your contract. Read all of your contract carefully. Show your contract and this Franchise Disclosure Document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this Franchise 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 Franchise Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov 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.

Date of Issuance: April 14, 2025

Special Risks to Consider About *This Franchise*

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

1. **Out-of-State Dispute Resolution.** The Franchise Agreement and Development Agreement require you to resolve disputes with the franchisor by mediation and/or litigation only in Texas. Out-of-state mediation and/or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate and/or litigate with the franchisor in Texas than in your own state.
2. **Financial Condition.** The Franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the Franchisor's financial ability to provide services and support to you.
3. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.
4. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
5. **Mandatory Minimum Payments.** You must make minimum advertising, and other payments, regardless of your sales levels. Your inability to make the payments, may result in termination of your franchise and loss of your investment.
6. **Unopened Franchises.** The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.
7. **Supplier Control: You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.**

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

Industry Specific Regulation

There are currently no federal laws specifically regulating the health club or fitness industry, but consumer protection laws exist in several states that regulate the offering and selling of memberships for health clubs or fitness centers. In some states and localities there are licensing and bonding requirements before a health club or fitness center can open for business. Some states have defibrillator laws that require a health club or fitness center to have a defibrillator and staff members qualified to operate one at all times. Some states prescribe the term of memberships that can be sold, the escrowing of membership fees before a health club or fitness center opens for business and terminology that can be used in selling memberships.

You should independently research and review the legal requirements of the health club or fitness industry with your own attorney before you sign any binding documents or make any investments.

ITEM 2 BUSINESS EXPERIENCE

Kamille McCollum – Founder, President and Chief Brand Officer

Kamille McCollum is our President and Chief Brand Officer and has served in such position [in Fort Worth, Texas](#) since June 1, 2019. Since August 2016, Ms. McCollum has owned Speak Light, LLC, which operates BODYBAR franchises located in Fort Worth and Plano, Texas.

Matt McCollum – Founder and Chief Executive Officer

Matt McCollum is our Chief Executive Officer and has served in this position [in Fort Worth, Texas](#) since June 1, 2019. Since August 2016, Mr. McCollum has co-owned Speak Light, LLC, which operates BODYBAR franchises located in Fort Worth and Plano, Texas. From March 2017 until March 2024, Mr. McCollum served as the Managing Partner and Owner of MA3K Management, LLC of Fort Worth, Texas.

Michael Piermarini – Chief Operations Officer

Michael Piermarini is our Chief Operations Officer and has served in this position [in Fort Worth, Texas](#) since July 2024. Prior to joining BODYBAR, Michael was the Chief Operating Officer of Maverick Fitness Holdings of Frisco, Texas from December 2019 to July 2024, a franchisee of Orange Theory Fitness.

Stephen Gatlin – Founder and Director

Stephen A. Gatlin is one of our founders and has served as a Director since our formation in December 2014- [and is located in Fort Worth, Texas](#). Since 2011, Mr. Gatlin has owned BODYBAR, LLC, which operates two BODYBAR Studios in Dallas, Texas and Plano, Texas. Since 1995, Mr. Gatlin has served as the CEO of Gatlin International of Fort Worth and Dallas, Texas.

Laurie Gatlin – Founder and Director

Laurie P. Gatlin is one of our founders and has served as a Director since our formation in

December 2014 and is located in Fort Worth, Texas.

Kyle Engelbrecht – Vice President of Learning and Development

Kyle Engelbrecht has served as our Vice President of ~~Training~~ Learning and Development in Fort Worth, Texas since 2024. Prior to this role Kyle ~~held the roles of~~ served as our Vice President of Operations and/or Director of Franchise Operations ~~since~~ in Fort Worth, Texas from July 2022- to January 2024. He served as our Franchise Training and Development Coach in Fort Worth, Texas from October 2020 to July 2022. Before joining BODYBAR, Mr. Engelbrecht worked as an Independent Business Consultant from February 2018 to October 2020 in both Washington, D.C. and Austin, Texas.

Jill Drummond – Vice President of Fitness

Jill Drummond ~~serveshas served~~ as our Vice President of Fitness, in Fort Worth, Texas since February 2025. Prior to this role Jill served as ~~theour~~ Director of Programming and Education ~~since~~ in Fort Worth, Texas from May 2022 to January 2025. From September 2019 to March 2023, Ms. Drummond served as the Global Education & Program Manager for Freemotion Fitness of Logan, Utah.

Brittany Granby – Vice President, Marketing

Brittany Granby has served as ~~theour~~ VP of Marketing in Fort Worth, Texas since October 2024. Before joining BODYBAR, Brittany served as Director of Field Marketing for Chuy's OPCO Inc. of ~~—————~~ Austin, Texas from June 2015 to October 2024.

Heath Ellenberger – Director, Strategic Growth

Heath Ellenberger is our Director of Strategic Growth and has served in this position in Fort Worth, Texas since January 2025. From 2019 to 2025, he was an operational partner for Fenfit ~~out-of~~ in Jacksonville, Florida, an Orangetheory Fitness franchisee.

Nicholas Larocco – Director, Studio Development

Nick LaRocco is our Director of Studio Development and has served in this position in Fort Worth, Texas since March 2025. From 2023 to March 2024, he served as Director of Operations of Extraordinary Brands of Charlottesville, Virginia. From December 2021 to April 2023, he served as Director of New Studio Openings for L5 Be Well LLC (d/b/a Restore Hyper Wellness) of Austin, Texas. He served as the Vice President of Franchise Operations for Options Medical Weight Loss of Chicago, Illinois from August 2020 to November 2021. From October 2016 to August 2020, Mr. LaRocco held various roles with Orangetheory Fitness of Boca Raton, Florida, including Director of North America Studio Operations.

ITEM 3 LITIGATION

No litigation is required to be disclosed in this Item.

Category of Investment	Low Amount	High Amount	Method of Payment	When Due	To Whom Paid
Audio/Visual Items ⁽⁷⁾	\$23,830	\$39,730	As Arranged	As Incurred	Us or Approved suppliers
Signage ⁽⁸⁾	\$9,750	\$11,525	As Arranged	As incurred	Approved Suppliers
Computer System and Equipment ⁽⁹⁾	\$1,600	\$3,825	As Arranged	As Arranged	Suppliers
Initial Inventory Kit ⁽¹⁰⁾	\$10,000	\$10,000	Lump Sum	Before Opening	Us
Advertising/Marketing (including Grand Opening Program costs) ⁽¹¹⁾	\$16,500	\$17,500	As Arranged	As Arranged	Approved Suppliers
Insurance ⁽¹²⁾	\$3,540	\$6,000	As Arranged	As Arranged	Insurance Broker
Shipping ⁽¹³⁾	\$1,000	\$1,500	As arranged	Before Opening	Our suppliers
Professional Fees ⁽¹⁴⁾	\$3,500	\$45,000	As Incurred	As Incurred	Lawyers, CPAs, Architects, Construction Management
Additional Funds – 3 Months from Opening ⁽¹⁵⁾	\$14,000	\$90,000	As Arranged	As Incurred	Employees, Vendors, Utilities
TOTAL ESTIMATED INITIAL INVESTMENT⁽¹⁶⁾	\$389,964⁽¹⁷⁾	\$759,356⁽¹⁹⁾			

Unless otherwise noted, all amounts listed in the tables above are non-refundable. 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 (3) months of operation only. Financing is available for many of the above expenses. If you finance your costs, lenders will generally finance up to 80% of the initial cost and require a borrower to put down at least 20% of the total loan amount. We do not offer direct or indirect financing, ~~but we may assist you in obtaining financing through other sources, as described in Item 10 below.~~ for any part of your initial investment. We do not guarantee your note, lease or obligation.

Notes to Table(s) A.

1. Initial Franchise Fee. We describe the initial franchise fee in Item 5. The amount above reflects the Initial Franchise Fee for a single Studio. The Franchise Fee was increased from 2024 to 2025 by \$11,500.

Obligation	Section in Agreements	Disclosure Document Item
o. Advertising	Section VIII. of Franchise Agreement	Items 6, 8, and 11
p. Indemnification	Section XV. of Franchise Agreement; Section XI. of Development Agreement	Item 6
q. Owner's participation/ management/staffing	Sections VI. and VII. Of Franchise Agreement; Section VI. of Development Agreement	Items 1, 11, and 15
r. Records and reports	Sections IV., VI, VIII., and XI. of Franchise Agreement	Item 11
s. Inspections and audits	Sections II., VII. and XI. of Franchise Agreement	Items 6 and 11
t. Transfer	Section XIV. of Franchise Agreement; Section VIII. of Development Agreement	Items 6, 12, and 17
u. Renewal or extension of rights	Section III. of Franchise Agreement; Section III. of Development Agreement	Items 6, 12, and 17
v. Post-termination obligations	Section XVIII. of Franchise Agreement; Section VII.F. of Development Agreement	Item 17
w. Noncompetition covenants	Section X. and Attachment B of Franchise Agreement; Section IX. and Attachment B to Development Agreement	Item 17
x. Dispute resolution	Section XIX of Franchise Agreement; Section XII.F. of Development Agreement	Item 17

**ITEM 10
FINANCING**

We do not offer direct or indirect financing. We do not guarantee your ~~notes, leases, or obligations. We do have relationships with 3rd party financial institutions who may be able to help a qualified franchisee with financing options.~~ note, lease, or obligation.

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

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

Pre-Opening Assistance: Before you open your Studio, we or our designee will:

pages in Module 1 of the Instructor Training Manual and 61 pages in Module 2 of the Instructor Training Manual, plus all accompanying exercise libraries. Additionally, there are 54 pages in the Hiring Guide, 25 pages in the Financial Management Guide, 41 pages in the Retail Playbook, and 110 pages in the Presale Playbook.

We consider the contents of the Manuals, Guides, and Playbooks to be proprietary, and you must treat them as confidential, and may not make any copies or reproductions of the Manuals, Guides, or Playbooks.

Computer and Tablet Systems

You are required to install and maintain at least one laptop or desktop computer (Windows or Apple) and an Apple iPad to serve as a Point-of-Sale (POS) computer system (“POS System”) for each Studio approved by us and which meets our then-current specifications and standards. The main functions of the POS System are to check clients in and collect and manage information about the various sales transactions at your Franchise location.

The computer must be equipped with computer hardware components and peripherals, such as a printer and scanner that we require (the “Computer System”). We estimate that the Computer System will have an initial cost between \$1,000 and \$3,000.

You are required to maintain your credit card processing hardware and software in compliance with the Payment Card Industry (PCI) Data Security Standard. We estimate that the initial cost for the POS System will be between \$300 and \$1000.

You must pay us a monthly technology fee, currently \$500 per month, ~~(\$6,000 annually)~~, which covers the cost of the franchise management software, marketing management software, applicant tracking system, website hosting, three (3) email addresses, financial and operational benchmarking software(s), and our online learning systems. Such fees are subject to change at any time. Additionally, you must obtain a subscription to Mariana Tek business management software and any other software we may require. Mariana Tek currently charges a monthly fee of \$400 ~~+~~ ~~(\$4,800 annually) plus~~ tax which is subject to change at any time.

We have no obligation to provide any maintenance, repairs, upgrades or updates to you. There may be additional fees associated with upgrades to the POS System and Computer System. You are contractually required at your expense to upgrade and update the POS System and Computer System to remain in compliance with our standards and specifications. You must replace, upgrade and maintain the POS System and Computer System at your sole expense. There are no contractual limitations on the frequency and cost of this requirement.

We have the right to electronically and manually access the information that the POS System and Computer System generates. You must cooperate with us in helping us access this information. We may have independent access to your sales information and data produced by your POS System and Computer System. There are no contractual limitations on our right to access this information and data.

You must also maintain Internet service that allows an unlimited Internet connection, email and online communication abilities as we require. You must also install a telephone system at the Franchise that meets our specifications. Except for providing you with a list of our Approved

Subject	Hours of Classroom or Online Training	Hours of On-the-Job Training	Location
Sales & Retention	2	0	At our corporate headquarters in Fort Worth, Texas, or online/remote
Studio Programming	4	0	At our corporate headquarters in Fort Worth, Texas, or online/remote
Instructor Team Management	4	0	At our corporate headquarters in Fort Worth, Texas, or online/remote
TOTAL	16	0	

Prior to opening your BODYBAR Studio, all instructors must satisfactorily complete Module 1 of the BODYBAR Pilates Founding Instructor Training Program including completion of all online course work, the Module 1 in-person training, and pass the Module 1 test outs. Completion of Module 1 qualifies instructors to teach BODYBAR formats on the Reformer only. After opening, instructors will progress to Module 2 in which they must complete all online course work, attend 2 apparatus trainings, and pass the Module 2 test outs. Completion of Module 2 qualifies instructors to teach all remaining BODYBAR formats. Instructors then have up to one year to complete all final course work hours to earn their BODYBAR Instructor Certificate. Instructors who do not complete the BODYBAR Instructor Training Program within one year of enrolling in the program may no longer instruct at a BODYBAR studio. One Instructor Training Program will be scheduled to take place at your studio prior to opening. The cost of this training is currently \$7,500, for up to 10 people. Additional participants, up to the number of Reformers in your studio, may attend provided you pay a fee of \$300 per person. The Instructor Training Program fee includes expenses and compensation for a BODYBAR Master Trainer to conduct the Module 1 in-person training at your studio and the Module 2 remote training. Any instructors unable to attend this training must attend and pay for instructor training at another BODYBAR location. (Franchise Agreement, Section VI.G. and Development Agreement, Section VI.G.)

~~Any Franchisees may host future trainings at their studio location in order to train new or replacement instructors unable to attend this training must attend and brought on after opening or can pay for instructor and attend a training at another BODYBAR location. (Franchise Agreement, Section VI.G. and Development Agreement, Section VI.G.) Our Founding studio. All instructors must attend and complete our BODYBAR Instructor Training Program can be summarized as follows:~~

FOUNDING INSTRUCTOR TRAINING

Subject	Hours of Classroom or Online Training	Hours of On-the-Job Training	Location
BODYBAR Mission, Program Objectives, Expectations, Completion Requirements	1	0	At a BODYBAR studio and / or online

<u>Subject</u>	<u>Hours of Classroom or Online Training</u>	<u>Hours of On-the-Job Training</u>	<u>Location</u>
History, Benefits & Principles of Pilates	1.	0	At a BODYBAR studio and / or online
Basic Anatomy & Movement Science	1.5	0	At a BODYBAR studio and / or online
<u>Subject</u>	<u>Hours of Classroom or Online Training</u>	<u>Hours of On-the-Job Training</u>	<u>Location</u>
BODYBAR Method & Class Formats	1.5	0	At a BODYBAR studio and / or online
Equipment & Safety	.5	0	At a BODYBAR studio and / or online
Signature Exercise Library: Upper Body, Lower Body, Core, Athletic Exercises	12	0	At a BODYBAR studio and / or online
Programming: Exercise Flow, Supersetting, Timing	1.5	0	At a BODYBAR studio and / or online
Teaching Skills: Cueing Roadmap and the BODYBAR Experience	1.5	0	At a BODYBAR studio and / or online
BODYBAR 101: Cueing, Programming, and Teaching Practice	4	0	At a BODYBAR studio and / or online
Advanced Blocking & Cueing	1.5	0	At a BODYBAR studio and / or online
Special Populations & Considerations	1.5	0	At a BODYBAR studio and / or online
Apparatus Exercise Library: Chair, Jumpboard, Tower, Mat, and Stretch	12	0	At a BODYBAR studio and / or a remote location
Test Out Procedures, Observation, Programming, Self-Practice	7	0	At a BODYBAR studio and / or online/remote
Test Out Preparation and Practice	0	18	At a BODYBAR studio

Test Outs: Reformer, Mixed Equipment, Power Tower	0	3	At a BODYBAR studio
<u>Subject</u>	<u>Hours of Classroom or Online Training</u>	<u>Hours of On-the-Job Training</u>	<u>Location</u>
Level 2 Exercise Library	2	0	At a BODYBAR studio and/or online/remote
<u>Subject</u>	<u>Hours of Classroom or Online Training</u>	<u>Hours of On-the-Job Training</u>	<u>Location</u>
Mixed Abilities and Mastery Cues	6	0	At a BODYBAR studio and/or online/remote
Final Hours: Observation	25 (Reduced to 10 hours for Bridge Program)	0	At a BODYBAR studio and / or online
Final Hours: Self Practice	100 (Reduced to 20 hours for Bridge Program)	0	At a BODYBAR studio and / or a remote location
Final Hours: Teaching	0	75 (Reduced to 35 hours for Bridge Program)	At a BODYBAR studio
TOTAL: 275 hours	179	96	

The Business Training Program, Studio Manager Training Program, and Fitness Manager Training Program are currently free of charge for up to two attendees, but you must pay all expenses you and your attendees incur in attending initial training, including costs of travel, lodging, meals, and wages.

Our Business Owner Training is predominantly administered by Kyle Engelbrecht, whose biography is listed in Item 2. Kyle has over 15 years' experience in training and development and has been with us since October 2020. Our Instructor Training Program is currently supervised by Jill Drummond, BODYBAR Vice President of Fitness, and conducted by the BODYBAR Master Trainer Team who have completed extensive training.

All instructors will receive the Founding Instructor Training. Our Instructor Training

(v) Acquire, be acquired by, or merge with other competitive businesses and operate them anywhere and, at our option, convert them to businesses operating under the Marks or any other name.

Currently, we and our affiliates do not plan to operate, and grant franchises or licenses to others to operate, Pilates studios and other businesses offering similar services in your Protected Area under trademarks other than the Marks, although we reserve the right to do so in the future, as noted above. The Franchise Agreement grants you no rights to: (i) distribute the services as described in this paragraph; or (ii) share any of the proceeds from our activities through our reserved rights or alternate channels of distribution, even when those actions take place inside your Protected Area.

There are no restrictions on our right to solicit or accept business from consumers inside the Protected Area without paying any compensation to you.

Development Agreement

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

If you sign a Development Agreement, we will grant you a Development Area which will be described in Schedule I to the Development Agreement. We determine the Development Area before you sign the Development Agreement based on various market and economic factors like market demographics, the penetration of BODYBAR Pilates studios and similar businesses in the market, the availability of appropriate sites and growth trends in the market. You must develop Studios in the Development Area under the Development Schedule in Schedule I of the Development Agreement. We must agree to the Development Schedule before signing the Development Agreement. If you stop operating any Franchise during the term of the Development Agreement, you must develop a replacement Franchise within a reasonable time (not to exceed 120 days) after you stop operating the original Franchise. If you transfer your interest in a Franchise during the term of the Development Agreement, in compliance with the related Franchise Agreement and Development Agreement for the Franchise, we will continue to count the transferred Franchise when determining whether you have complied with the Development Schedule, unless the transferred Franchise is no longer operating as a BODYBAR Pilates studio. In that case, you must develop a replacement Franchise within a reasonable time (not to exceed 120 days) after the transferred Franchise ceases to be operated as a BODYBAR Pilates studio.

If you comply with the Development Agreement and all other agreements that you and your affiliates have with us and our affiliates, then we and our affiliates will not establish, or authorize anyone except you, to establish any Studios in within the Development Area during the term of the Development Agreement.

We retain all other rights. Among other things, this means we can conduct activities in the Development Area like those described above in relation to the Protected Area. You may not actively solicit business from consumers located outside your Development Area through any method of distribution, including alternative channels such as the Internet, catalog sales, telemarketing, or other direct marketing.

TABLE 2.2 – PRESALE FOUNDING MEMBERSHIPS

Table 2.2 shows the number of Founding Memberships sold for 15 studios that completed their presale membership drive during the Measurement Period. This table excludes Franchisees who opened a subsequent location and only includes those opening their original studio. Beginning 12 to 16 weeks prior to the opening of your Studio, you will conduct a presale membership drive offering “Founding Members” a discounted Studio membership, so that when you begin operating you have membership revenue from the day you open for business. The table below discloses the total number of Founding Membership sold during the presale period by Franchisees opening their first studio, located in the particular state referenced.

Studio Location	Opening Month	# of Founding Memberships Sold
TX	01/2024	231
KS	03/2024	163
TX	04/2024	187
CA	04/2024	191
AZ	05/2024	156
CA	05/2024	236
CA	06/2024	271
FL	06/2024	212
KS	07/2024	360
MI	07/2024	271
CA	07/2024	139
SC	08/2024	182
TX	09/2024	393
VA	09/2024	138
CA	11/2024	187
		Average
		221
		High
		393
		Low
		138

Some outlets have earned this amount. Your individual results may differ. There is no assurance that you’ll earn as much.

The figures above do not include certain costs associated with the establishment and operation of a Studio, including initial franchise fees; build-out and equipment costs; technology and other studio costs able to be capitalized. There may be other costs and other expenses not identified in this Item 19. ~~You should conduct an independent investigation of the costs and expenses you will incur in operating your Studio.~~ Franchisees or former franchisees listed in the disclosure document may be one source of that information

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other

State	Franchise Agreements Signed but Not Opened (as of 12/31/24)	Projected New Franchised Outlets In The Next Fiscal Year	Projected New Company-Owned Outlets In the Next Fiscal Year
North Carolina	1	1	0
Ohio	1	1	0
Texas	6	6	0
Virginia	1	1	0
West Virginia	1	1	0
TOTALS	26	26	0

There are no franchisees that have failed to communicate with the franchisor within the past 10 weeks of the issuance date. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the System. You may wish to speak with current and former franchisees but be aware that not all such franchisees will be able to communicate with you.

There are no trademark-specific franchisee organizations that require disclosure under this Item.

Exhibit D lists the names of all franchisees as of the end of our most recent fiscal year, with their addresses and telephone numbers as of the issuance date of this Disclosure Document. Exhibit E lists former franchisees and developers who have left the system as of the issuance date of this Disclosure Document or who have failed to communicate with the franchisor within the past 10 weeks of the issuance date.

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

ITEM 21 FINANCIAL STATEMENTS

Attached as Exhibit A are our audited financial statements for the years ending December 31, 2022, ~~2023~~and 2023 and 2024. Our fiscal year end is December 31 of each year.

ITEM 22 CONTRACTS

Attached to this Franchise Disclosure Document are the following contracts and their attachments:

- (1) Franchise Agreement (with state-specific amendments)
 - Schedule I Franchise Information
 - Attachment A Principal's Guaranty and Assumption Agreement
 - Attachment B Confidentiality and Non-Competition Agreement
 - Attachment C Lease Rider
 - Attachment D Form of Release

- (2) Development Agreement (with state-specific amendments).
 - Schedule I Developer Information