

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 area development agreement require you to resolve disputes with us by mediation, arbitration and/or litigation in Dallas, Texas. Out-of-state mediation, arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to mediate, arbitrate or litigate with us in Dallas, Texas than in your home state.
2. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
3. **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.
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. **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.
6. **Unregistered Trademark.** The primary trademark that you will use in your business is not federally registered. If the franchisor's right to use this trademark in your area is challenged, you may have to identify your business and its products or services with a name that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.

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.

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EXHIBITS

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there were 66 franchised “Altitude Trampoline Park” facilities in the United States, and 5 franchised “Altitude Trampoline Park” facilities in operation internationally. ATP Franchising LLC has its principal place of business at 12222 Merit Drive, Suite 1300, Dallas, Texas 75251.

TOHC Franchising, LLC franchises restaurants featuring southern-style hot chicken tenders and sandwiches, chicken and waffles, and other products and services under the “The Original Hot Chicken” name and marks. TOHC Franchising, LLC has offered franchises for “The Original Hot Chicken” restaurants since May 2023. As of the end of its most recent fiscal year (May 31, 2023), there were no franchised “The Original Hot Chicken” restaurants in operation. TOHC Franchising LLC also offered a co-branded “The Original Hot Chicken” and “Inked Tacos” franchise from May 2023 to November 2023, and an associated area representative franchise from June 2023 to December 2023, though in each case none were sold. TOHC Franchising LLC has its principal place of business at 2859 Paces Ferry Road, Suite 412, Atlanta, Georgia 30339.

None of the affiliates described above have owned, operated, or offered franchises for Clubs. Other than as listed above, neither we nor any of our affiliates offers franchises for any other concept, though they may do so in the future. Except as described above, we do not have any parents, predecessors, or other affiliates required to be disclosed in Item 1.

The Franchise

Clubs operate under the name “The Pickle Pad™” and other trademarks, service marks, logos, and commercial symbols we periodically authorize (the “Marks”). Clubs also operate using distinctive and proprietary business formats, methods, procedures, designs, layouts, standards, and specifications, all of which we may improve, substitute, further develop, or modify periodically (together, the “System”). We call the Club that you will operate “your Club.” You must comply with all of our mandatory standards, specifications, operating procedures, and rules that we prescribe for operating a Club (“System Standards”).

You must sign a franchise agreement with us to acquire the right to develop, own and operate a Club (the “Franchise Agreement”) using the Marks and the System at a site selected by you and accepted by us (the “Premises”). Our current form of Franchise Agreement is attached to this Disclosure Document as Exhibit B-1. We may also elect to grant qualified persons the right to acquire multiple franchises for Clubs within a specifically described geographic territory according to a designated development schedule. Our current form of area development agreement is attached to this Disclosure Document as Exhibit B-2 (the “Area Development Agreement”). If we approve you to sign an Area Development Agreement, we will mutually agree with you on the number of Clubs that you will develop under your Area Development Agreement and the development schedule for those Clubs before you sign your Area Development Agreement. Currently, we require a minimum development commitment of 3 Clubs for new area developers; however, we will make all decisions about the number of Clubs that an area developer will develop based on our then-current criteria (including, for example, relevant business experience, financial resources, the geographic market, and other factors).

You must sign our then-current Franchise Agreement for each Club that you develop under your development schedule when you sign the Lease for that Club, or the date you were required to have Lease approval, whichever is earlier, which may have terms that are materially different than the Franchise Agreement that is attached to this Disclosure Document as Exhibit B-1, except that we will lock-in our current Royalty rate (currently, 6% of Gross Sales) for all Clubs that you develop under your Area Development Agreement.

If you are acquiring your franchise from an existing franchisee, in addition to signing a Franchise Agreement, you and your owners and the existing franchisee and its owners must also sign our then-current form of Consent to Transfer (the “Consent to Transfer”). Our current form of Consent to Transfer is attached as Exhibit B-3 to this Disclosure Document.

Market Competition.

Your competition will include national, regional, and local chains of pickleball clubs as well as other indoor and outdoor venues that offer similar recreational activities, such as locations offering sports and games, tennis courts and clubs, country clubs, sports leagues, fitness classes and activities, and other recreational activities and services. You may also compete with government agencies that offer parks and recreation services and facilities. You will be competing with such businesses both for customers and for real estate locations. The pickleball market is a developing and highly competitive market. Clubs in hot or cold climates may experience some seasonality (i.e. increased sales when outside temperatures are not conducive to outdoor activities, and vice versa).

Laws and Regulations.

Certain aspects of operating a Club are regulated by federal, state and local laws, rules and ordinances. For example, regulations may require pickleball clubs and/or similar recreational facilities to carry certain minimum insurance, obtain a license, post safety warnings and signs at the premises, keep a log of injuries, limit the number of customers, maintain supervisory employees, maintain first aid equipment or defibrillators on site, comply with safety specifications for equipment, and/or submit to periodic inspections.

In addition, because Clubs will offer food and beverages, you will have to observe federal, state, and local laws, rules, and regulations applicable to the operation and licensing of food service businesses, including health permit and inspection regulations, and alcoholic beverage sales requirements. Among the licenses and permits you may be required to obtain are: Sunday sale permits, alcoholic beverage permits and licenses, special tax stamps, fire permits, food establishment permits, health and safety permits, alarm permits, occupational permits, retail sales licenses, and wastewater discharge permits. In addition, the Menu Labeling Provisions of the Patient Protection and Affordable Health Care Act require certain restaurants and retail food establishments to post caloric information on menus and menu boards, and to provide additional written nutrition information available to consumers upon request. Some states have also adopted or are considering proposals that would increase obligations to report certain nutritional information. The Federal Clean Air Act and various implementing state laws require certain state and local areas to meet national air quality standards limiting emissions of ozone, carbon monoxide, and particulate matters, including caps on omissions from commercial food preparation. Some areas have also adopted or are considering proposals that would regulate indoor air quality.

In addition to regulations applicable to recreation facilities and food service establishments, you must also comply with laws generally applicable to all businesses, including laws relating to compensation of employees (including minimum wage and overtime requirements), business licensure, zoning, real estate and occupational permitting, construction permitting, accessibility for persons with disabilities, sales and use tax, food service, health and safety, and emergency orders related to public health or safety. ~~There may also be other laws applicable to your Club. You should consult an attorney and consider all of these laws and regulations when evaluating your purchase of a franchise for a Club. You are solely responsible for ensuring that you and your Club’s operations comply with all applicable laws.~~

associated with developing a Club under the terms of that Franchise Agreement. The estimate provided above does not include an estimate of any costs incurred under the terms of any individual Franchise Agreement. Our current estimated initial investment for the development of a single Club is below.

6. The estimated initial investment figures provided in this chart assume that you (or your Principal Owner) are not paid any salary or wages, and do not include an estimate of such amounts or any other associated payroll costs for you (or your Principal Owner). We do not offer financing directly or indirectly for any part of the initial investment.

**YOUR ESTIMATED INITIAL INVESTMENT
(FRANCHISE AGREEMENT)**

TYPE OF EXPENDITURE	AMOUNT		METHOD OF PAYMENT ¹	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
	Low	High			
Initial Fees:					
Initial Franchise Fee	\$45,000	\$45,000	Lump sum	At signing of Franchise Agreement	Us
Subtotal:	\$45,000	\$45,000			
Development Expenses:					
Architect and Design Plans ³	\$35,000	\$75,000	As incurred	Before you open your Club	Third-Party Suppliers
License and Permits ⁴	\$25,000	\$50,000	As incurred	Before you open your Club	Government Agencies
Leasehold Improvements ⁵	\$350,000	\$475,000	As incurred	Before you open your Club	Third-Party Suppliers
Court Finishing & Netting ⁶	\$100,000	\$150,000	As incurred	Before you open your Club	Third-Party Suppliers
Kitchen & Bar Equipment ⁷	\$175,000	\$225,000	As incurred	Before you open your Club	Third-Party Suppliers
Social Gaming ⁸	\$100,000	\$150,000	As incurred	Before you open your Club	Third-Party Suppliers
Optional Equipment ⁹	\$0	\$100,000	As incurred	Before you open your Club	Third-Party Suppliers
Computer System ¹⁰	\$25,000	\$50,000	As incurred	Before you open your Club	Third-Party Suppliers
Telephone/Security and Sound Systems ¹¹	\$25,000	\$35,000	As incurred	Before you open your Club	Third-Party Suppliers
Music Player System/Television ¹²	\$90,000	\$115,000	As incurred	Before you open your Club	Third-Party Suppliers

TYPE OF EXPENDITURE	AMOUNT		METHOD OF PAYMENT ¹	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
	Low	High			
Furniture, Fixtures, and Other Equipment ¹³	\$50,000	\$75,000	As incurred	Before you open your Club	Third-Party Suppliers
Signage ¹⁴	\$35,000	\$50,000	As incurred	Before you open your Club	Third-Party Suppliers
Subtotal:	\$1,010,000	\$1,550,000			
Operating Expenses:					
Real Estate Costs – 3 Month’s Rent ²	\$75,000	\$125,000	As incurred	Before you open your Club	Landlord
Opening Inventory ¹⁵	\$25,000	\$35,000	As incurred	Before you open your Club	Third-Party Suppliers
Insurance ¹⁶	\$10,000	\$30,000	As incurred	Before you open your Club	Insurance Companies
Management Training & Materials ¹⁷	\$10,000	\$15,000	As incurred	Before you open your Club	Third-Party Suppliers
Crew Training & Materials ¹⁸	\$10,000	\$15,000	As incurred	Before you open your Club	Third-Party Suppliers
Crew Uniforms ¹⁹	\$5,000	\$7,500	As incurred	Before you open your Club	Third-Party Suppliers
Professional Fees ²⁰	\$5,000	\$20,000	As incurred	Before you open your Club	Third-Party Suppliers
Pre-Grand Opening Advertising ²¹	\$25,000	\$35,000	As incurred	Before you open your Club	Third-Party Suppliers
Additional Funds – 3 months ²²	\$150,000	\$150,000	As incurred	As incurred	Third-Party Suppliers
Subtotal:	\$315,000	\$432,500			
TOTAL ESTIMATED INITIAL INVESTMENT ²³	\$1,370,000	\$2,027,500			

Explanatory Notes

1. Except as otherwise provided, none of the amounts payable to us or our affiliates in this table are refundable under any circumstances. All amounts payable to third parties will be paid under the terms of your agreement with these respective third parties.

required by state statute; (iv) Business Interruption Insurance; and (v) liquor liability with minimum coverage of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. We may require that you obtain all or a portion of your insurance policies from a designated supplier, though we do not currently do so. We may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverages (including reasonable excess liability insurance) at any time to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances. Each insurance policy for liability coverage must name us and any affiliates we designate as additional named insureds, using a form of endorsement that we have approved, and provide for 30 days' prior written notice to us before the cancellation or material change of the policy. Each insurance policy must contain a waiver of all subrogation rights against us, our affiliates and their successors and assigns. You must furnish us copies of your certificates of insurance or other evidence of your maintaining this insurance coverage and paying premiums. If you fail or refuse to obtain and maintain the insurance we specify, in addition to our other remedies including termination, we may (but are not required to) obtain such insurance for you and your Club on your behalf, in which event you must cooperate with us and reimburse us on demand for all premiums, costs and expenses we incur in obtaining and maintaining the insurance, plus a reasonable fee.

Purchase Agreements, Material Benefits and Revenue

We have negotiated purchase arrangements, including price terms, for the benefit of franchisees with manufacturers and suppliers of point-of sale terminals and software, membership software, reservation software, food and beverage supplies, pickleball equipment and supplies, social gaming equipment, flooring (including court finishing and artificial grass) and insurance. You may be required to purchase certain items at a price or on other terms we have negotiated in advance. We do not currently provide material benefits to franchisees for purchasing particular products or services or using particular suppliers.

We and/or our affiliates may derive revenue in the form of rebates, vendor promotions, or other consideration from suppliers based on your purchases and leases, though currently neither we nor our affiliates do so. In our most recently completed fiscal year, neither we nor our affiliates received any consideration from suppliers based on franchisees' purchase of required goods and services.

~~As of the issuance date of this Disclosure Document, n~~None of our officers owns any interest in any of the approved suppliers, other than an interest in us and our affiliates disclosed in Item 1. ~~As of the issuance date of this Disclosure Document, we~~We have not established purchasing or distribution cooperatives.

Item 9. FRANCHISEE'S OBLIGATIONS

This table lists our principal obligations under the Franchise Agreement and Area Development Agreement. It will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document.

Mark	App. Number	Application Date
THE PICKLE PAD (Word Mark)	98129198	August 11, 2023
	98173319	September 11, 2023
CRAVE SOCIAL EATERY (Word Mark)	98207705	October 3, 2023
REAL FOOD REAL FUN (Word Mark)	98325509	December 21, 2023

We do not have a federal registration for our principal trademarks. Therefore, our trademarks do not have as many legal benefits and rights as a federally registered trademark. If our right to use any trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

All required affidavits of use will be filed in a timely manner. There is presently no effective determination of the U.S. Patent and Trademark Office, the Trademark Trial & Appeal Board, the trademark administrator of any state or any court, nor any pending infringement, opposition or cancellation proceeding or any pending material litigation involving our principal Marks. However, on April 12, 2024, we received non-final office actions from the U.S. Patent and Trademark Office regarding our pending federal applications (Serial Nos. [98129198](#), [98,129,198](#) and [98129199](#), [98,173,319](#)). In the non-final office actions, the examiner notes that it did not find any conflicting registered marks, however, a third-party's trademark application is currently pending for "The Pad" (No. [980513698,051,365](#)) for use with a padel ball concept which, if registered, the examiner believed could be confusingly similar to ours. We are electing to temporarily suspend our applications so that we may evaluate the best course of action based on the outcome of the preceding application, which may or may not be successful. The non-final office actions do not create any restriction on our ability to continue using or licensing the use of the Marks.

We grant you a non-exclusive license to use the Marks to operate your Club, subject to the terms of your Franchise Agreement. You must at all times faithfully, honestly, and diligently promote the Marks in connection with operating your Club. You may use the Marks only for your Club, and only according to your Franchise Agreement and in accordance with System Standards. You have no right to sublicense or assign your right to use the Marks. You may not use any other trademarks, service marks or commercial symbols to identify or operate your Club.

You must identify yourself as the independent owner of your Club in the manner we prescribe. You may not use any Mark (1) as part of any corporate or legal business name; (2) with any prefix, suffix, or other modifying words, terms, designs, or symbols (other than logos we have licensed to you); (3) in selling any unauthorized services or products; (4) as part of any website, domain name, email address, social media account, other online presence or presence on any electronic, virtual, or digital medium of any kind ("Online Presence"), except in accordance with our System Standards; (5) in advertising the

RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH AND ALL OF ITS EXPRESS TERMS AND PROVISIONS, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO THE RELEASE OF UNKNOWN AND UNSUSPECTED CLAIMS, DEMANDS, AND CAUSES OF ACTION.

If the franchise you operate under the Agreement is located in Maryland or if any of the Releasing Parties is a resident of Maryland, the following shall apply:

Any general release provided for hereunder shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

If the franchise you operate under the Original Agreement is located in Washington or if any of the Releasing Parties is a resident of Washington, the following ~~shall~~will apply:

Any general release provided for ~~hereunder shall~~does not apply to any ~~liability~~claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, ~~and~~or the rules adopted thereunder.

8. **Future Assignments.** Franchisor’s consent under this Consent will not be construed as its consent to any further assignments or transfers of the Original Agreement or New Agreement, the Club, or the membership or ownership interests of the Transferor Parties or Transferee Parties, or to the waiver of any future rights of first refusal Franchisor may have under the Original Agreement and/or New Agreement, as applicable. Any further transfers require Franchisor’s prior written consent under the Original Agreement and/or New Agreement, as applicable.

9. **Role of Franchisor.** Transferor Parties and Transferee Parties each acknowledge and agree that they have negotiated the Transfer without involvement by Franchisor, that Franchisor has not effected or arranged the Transfer, and that Franchisor’s only involvement in the transaction has been for the purpose of exercising its right of consent to the Transfer in accordance with the Original Agreement.

10. **Binding Effect.** This Consent inures to the benefit of Franchisor Parties and their respective successors and assigns and will be binding upon the parties and their respective successors, permitted assigns and legal representatives.

11. **Miscellaneous.** This Consent constitutes the entire understanding between the parties with respect to the matters it contemplates. This Consent will be construed and interpreted in accordance with the laws of the State of Delaware, without regard to its conflicts of laws rules. The captions and headings are only for convenience of reference, are not a part of this Consent, and will not limit or construe the provisions to which they apply. All references in this Consent to the singular usage will be construed to include the plural and the masculine and neuter usages to include the other and the feminine. This Consent may be executed in multiple copies, each of which will be deemed an original. This Consent may be executed electronically.

[SIGNATURE PAGE TO FOLLOW]

REPRESENTATIONS STATEMENT

DO NOT SIGN THIS QUESTIONNAIRE IF YOU ARE LOCATED, OR YOUR FRANCHISED BUSINESS WILL BE LOCATED IN: CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.

The purpose of this Statement is to demonstrate to TPP FRANCHISING, LLC (“Franchisor”) that the person(s) signing below (“I,” “me” or “my”), whether acting individually or on behalf of any legal entity established to acquire the area development and/or franchise rights, (a) fully understands that the purchase of a The Pickle Pad franchise or area development rights is a significant long-term commitment, complete with its associated risks, and (b) is not relying on any statements, representations, promises or assurances that are not specifically set forth in Franchisor’s Franchise Disclosure Document and Exhibits (collectively, the “FDD”) in deciding to purchase the franchise. In that regard, I represent to Franchisor and acknowledge that:

<p>I understand that buying a franchise is not a guarantee of success. Purchasing or establishing any business is risky, and the success or failure of the franchise is subject to many variables such as my skills and abilities (and those of my partners, officers, employees), the time my associates and I devote to the business, competition, interest rates, the economy, inflation, operation costs, location, lease terms, the market place generally and other economic and business factors. I am aware of and am willing to undertake these business risks. I understand that the success or failure of my business will depend primarily upon my efforts and not those of Franchisor.</p>	<p>INITIAL:</p>
<p>I received a copy of the FDD at least 14 calendar days before I executed a Franchise Agreement and/or the Area Development Agreement, or paid Franchisor or its affiliates any fees. I understand that all of my rights and responsibilities and those of Franchisor in connection with the franchise are set forth in these agreements and only in these agreements. I have had the opportunity to personally and carefully review these documents and have, in fact, done so. I have been advised to have professionals (such as lawyers and accountants) review the documents for me and to have them help me understand these documents. I have also been advised to consult with other franchisees regarding the risks associated with the purchase of the franchise.</p>	<p>INITIAL:</p>
<p>Neither the Franchisor nor any of its affiliates, officers, employees or agents (including any franchise broker) has made a statement, promise or assurance to me concerning any matter related to the franchise (including those regarding advertising, marketing, training, support service or assistance provided by Franchisor) that is contrary to, or different from, the information contained in the FDD.</p>	<p>INITIAL:</p>

<p>My decision to purchase the franchise has not been influenced by any oral representations, assurances, warranties, guarantees or promises whatsoever made by the Franchisor or any of its officers, employees or agents (including any franchise broker), including as to the likelihood of success of the franchise.</p>	<p>INITIAL:</p>
<p>I have made my own independent determination that I have the capital necessary to fund the franchised business and my living expenses, particularly during the start-up phase.</p>	<p>INITIAL:</p>
<p>PLEASE READ THE FOLLOWING QUESTION CAREFULLY. THEN SELECT YES OR NO AND PLACE YOUR INITIALS WHERE INDICATED.</p> <p>Have you received any information from the Franchisor or any of its affiliates, officers, employees or agents (including any franchise broker) concerning actual, average, projected or forecasted sales, revenues, income, profits or earnings of the franchised business (including any statement, promise or assurance concerning the likelihood of success) other than information contained in the FDD?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No (Initial Here: ____)</p> <p>If you selected “Yes,” please describe the information you received on the lines below:</p> <p>_____</p> <p>_____.</p>	<p>INITIAL:</p>
<p>The franchise sale is for more than \$1,143,100.00, excluding the cost of unimproved land and any financing received from the franchisor or an affiliate, and thus is exempted from the Federal Trade Commission’s Franchise Rule disclosure requirements, pursuant to 16 CFR 436.8(a)(5)(i).</p>	<p>INITIAL:</p>

~~**DO NOT SIGN THIS QUESTIONNAIRE IF YOU ARE LOCATED, OR YOUR FRANCHISED BUSINESS WILL BE LOCATED IN: CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.**~~

[Signature page follows]

SHE, OR IT IS GIVING UP BY EXECUTING THIS RELEASE. IT IS YOUR INTENTION, ON YOUR OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, IN EXECUTING THIS INSTRUMENT THAT IT WILL DEPRIVE YOU, HIM, HER, OR IT OF EACH SUCH CLAIM, DEMAND, OR CAUSE OF ACTION AND PREVENT YOU, HIM, HER, OR IT FROM ASSERTING IT AGAINST THE FRANCHISOR PARTIES. IN FURTHERANCE OF THIS INTENTION, YOU, ON YOUR OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, EXPRESSLY WAIVE ANY RIGHTS OR BENEFITS CONFERRED BY THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

YOU ACKNOWLEDGE AND REPRESENT THAT YOU HAVE CONSULTED WITH LEGAL COUNSEL BEFORE EXECUTING THIS RELEASE AND THAT YOU UNDERSTAND ITS MEANING, INCLUDING THE EFFECT OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND EXPRESSLY CONSENT THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH AND ALL OF ITS EXPRESS TERMS AND PROVISIONS, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO THE RELEASE OF UNKNOWN AND UNSUSPECTED CLAIMS, DEMANDS, AND CAUSES OF ACTION.

If the franchise you operate under the Agreement is located in Maryland or if any of the Releasing Parties is a resident of Maryland, the following shall apply:

Any general release provided for hereunder shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

If the franchise you operate under the Agreement is located in Washington or if any of the Releasing Parties is a resident of Washington, the following ~~shall~~will apply:

Any general release provided for ~~hereunder shall~~does not apply to any ~~liability~~claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, ~~and~~or the rules adopted thereunder.

[Signature Page Follows]

1. The California Department of Financial Protection and Innovation has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

2. ~~1-~~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.

3. ~~2-~~SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

4. ~~3-~~NEITHER WE, OUR PARENT, PREDECESSOR OR AFFILIATE NOR ANY PERSON IN ITEM 2 OF THE FRANCHISE DISCLOSURE DOCUMENT IS SUBJECT TO ANY CURRENTLY EFFECTIVE ORDER OF ANY NATIONAL SECURITIES ASSOCIATION OR NATIONAL SECURITIES EXCHANGE, AS DEFINED IN THE SECURITIES EXCHANGE AC OF 1934, 15 U.S.C.A SECTIONS 78A ET SEQ., SUSPENDING OR EXPELLING SUCH PERSONS FROM MEMBERSHIP IN THAT ASSOCIATION OR EXCHANGE.

5. ~~4-~~OUR WEBSITE, WWW.~~PLAYTHE~~PICKLEPAD.COM, HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THE WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION AT WWW.DFPI.CA.GOV.

6. ~~5-~~The following paragraph is added at the end of Item 6:

The highest rate of interest allowed by California law is 10% annually.

7. ~~6-~~The following paragraphs are added at the end of Item 17:

The Franchise Agreement and Area Development Agreement require you to sign a general release of claims upon renewal or transfer of the Franchise Agreement or Area Development 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. Section 31512 might void a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000 – 31516). Business and Professions Code Section 20010 might void a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or nonrenewal of a franchise. If the Area Development Agreement or Franchise Agreement contain a provision that is inconsistent with the law, and the law applies, the law will control.

The Franchise Agreement and Area Development Agreement contain a covenant not to compete that extends beyond termination of the franchise. This provision might not be enforceable under California law.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A Section 101 et seq.).

The Franchise Agreement and Area Development Agreement require binding arbitration. The arbitration will be conducted at a suitable location chosen by the arbitrator which is within a 50 mile radius of our then current principal place of business (currently Dallas, Texas) with the costs being borne as provided in the Franchise Agreement and Area Development Agreement. ~~Prospective developers and 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 the Franchise Agreement and Area Development Agreement restricting venue to a forum outside the State of California.~~

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 the Franchise Agreement and Area Development Agreement restricting venue to a forum outside the State of California.

The Franchise Agreement and Area Development Agreement require application of the laws of Delaware. This provision might not be enforceable under California law.

Under the Franchise Agreement, we reserve the right to require that franchisees comply with maximum and minimum prices it sets for goods and services. The Antitrust Law Section of the Office of the California Attorney General views maximum price agreements as per se violations of the California's Cartwright Act (Cal. Bus. and Prof. Code §§ 16700 to 16770).

~~Section 31512.1 of the California's Franchise Investment Law (Corporations Code requires section 31512 and 31512.1) states that any provision of the Franchise Agreement, Disclosure Document, acknowledgement, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is~~ contrary to public policy and ~~shall be~~ void and unenforceable: (a. The law also prohibits a franchisor from disclaiming or denying (i)

representations ~~made by the franchisor~~it, its employees, or its ~~personnel or agents to a prospective franchisee;~~ (b) reliance by a franchisee make to you, (ii) your ability to rely on any representations ~~made by the franchisor or its personnel or agents;~~ (c) reliance by a franchisee on the franchise disclosure document, including any exhibit thereto; or ~~(d) it makes to you, or (iii) any~~ violations of any provision of this division the law.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

GEORGIA

1. The company selling a business opportunity or the seller shall collect no more than 15 percent of the purchase price. The balance of the purchase price shall be paid into an escrow account, established with a bank or an attorney, which is agreed upon by both parties. The balance in escrow shall be paid to the company 60 days after the date the purchaser commences operation of the business or upon complete compliance with the terms of the contract, whichever happens first.
2. If the company fails to deliver the product, equipment, or supplies necessary to begin substantial operation of the business within 45 days of the delivery date stated in your contract, you may notify the company in writing and demand that the contract be cancelled.

HAWAII

1. 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 OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS OFFERING CIRCULAR 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.

2. **DO NOT SIGN THE REPRESENTATIONS AND ACKNOWLEDGEMENT QUESTIONNAIRE IF YOU ARE LOCATED, OR YOUR CLUB WILL BE LOCATED IN HAWAII.**
3. The following paragraph is added to the end of Items 5 & 7:

We will defer collection of the initial franchise fees you owe us under the Franchise Agreement and Area Development Agreement until you have commenced doing business under the applicable Agreement. The State of Hawaii imposed this deferral requirement due to Franchisor's financial condition.

ILLINOIS

1. The following is added to the end of Items 5 and 7:

The Illinois Attorney General's Office requires us to defer all initial payments for each Club until we have completed all of our pre-opening obligations, and that Club is operational. The Illinois Attorney General's Office imposed this deferral requirement due to our financial condition.

2. ~~1-~~The following paragraphs are added to the end of Item 17:

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of

the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, 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.

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

MARYLAND

1. ~~The following language is added at the end of Items 5 and 7.~~

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

2. ~~The following language is added at the end of Item 17.~~

The Area Development Agreement and Franchise Agreement provides for termination upon 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 is added to the end of Item 17(c) and Item 17(m):~~

However, any release required as a condition of renewal and/or assignment/transfer will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

4. ~~The following language is added at the end of Item 17(v):~~

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

MINNESOTA

1. The following language is added at the end of Items 5 and 7.

As a condition to becoming registered to offer and sell franchises in the State of Minnesota, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

2. ~~1-~~The following is added at the end of the chart in Item 6:

The Item 6 line item entitled “Lost Revenue Damages” will not be enforced to the extent prohibited by applicable law.

3. ~~2-~~The following is added at the end of the chart in Item 17:

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) of the Franchise Agreement and Area Development Agreement and 180 days' notice for non-renewal of the Franchise Agreement and Area Development Agreement.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibits us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial or requiring the Area Developer or Franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Disclosure Document, Area Development Agreement or Franchise Agreement can abrogate or reduce any of Area Developer's or Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Area Developer's or Franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

Any release required as a condition of renewal or transfer/assignment will not apply to the extent prohibited by Governing Law with respect to claims arising under Minn. Rule 2860.4400D.

The Limitations of Claims sections of the Franchise Agreement and Area Development Agreement must comply with Minnesota Statute 80C.17 Subd. 5.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

NEW YORK

However, the governing choice of law and choice of forum shall not be considered a waiver of any right conferred upon you by the provisions of Article 33 of the General Business Law of the State of New York.

NORTH CAROLINA

1. If the seller fails to deliver the product(s), equipment or supplies necessary to begin substantial operation of the business within 45 days of the delivery date stated in your contract, you may notify the seller in writing and demand that the contract be cancelled.

NORTH DAKOTA

1. [The following is added to the end of Item 5:](#)

[Pursuant to an order of the North Dakota Securities Commissioner, we will defer collection of the initial franchise fee and other initial payments you owe us until we have completed all of our pre-opening obligations to you under the Franchise Agreement and you begin operating your Club.](#)

2. ~~1.~~ The following is added at the end of the chart in Item 6:

The Item 6 line item entitled “Lost Revenue Damages” will not be enforced to the extent prohibited by applicable law

3. ~~2.~~ The following is added to the end of Item 17(c) and Item 17(m):

However, any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

4. ~~3.~~ The following is added to the end of Item 17(r):

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota; however, we and you will enforce the covenants to the maximum extent the law allows.

5. ~~4.~~ The following is added to the end of Item 17(u):

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.

6. ~~5.~~ The following is added to the end of Item 17(v):

However, subject to your mediation and arbitration obligations, to the extent required by North Dakota Franchise Investment Law, you may bring an action in North Dakota.

7. ~~6.~~ Item 17(w) is deleted and replaced with the following:

Except as otherwise required by North Dakota law, the laws of the State of Delaware shall apply.

8. The following paragraph is added at the end of Item 17:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

RHODE ISLAND

1. The following language is added to the end of Item 17(v) and 17(w):

Section 19-28.1-14 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. To the extent required by applicable law Rhode Island law will apply to claims arising under the Rhode Island Franchise Investment Act.”

SOUTH CAROLINA

1. If the seller fails to deliver the product, equipment or supplies necessary to begin substantial operation of the business within 45 days of the delivery date stated in your contract, you may notify the seller in writing and demand that the contract be cancelled.

SOUTH DAKOTA

1. The following paragraph is added to the end of Item 5 and 7:

The South Dakota Department of Labor & Regulation’s Division of Securities requires us to defer all initial payments for each Club until that Club is operational.

VIRGINIA

1. The following language is added to the end of Item 5:

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

**RIDER TO THE TPP FRANCHISING LLC
AREA DEVELOPMENT AGREEMENT
FOR USE IN CALIFORNIA**

THIS RIDER is made and entered into by and between TPP FRANCHISING LLC, a Delaware limited liability company with its principal business address at 12222 Merit Drive, Suite 1300, Dallas, Texas 75251 (“we” or “us”), and _____, whose principal business address is _____ (“you” or “your”).

1. **BACKGROUND.** We and you are parties to that certain Area Development Agreement dated _____, 20____ (the “**Area Development Agreement**”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Area Development Agreement. This Rider is being signed because (i) an offer to sell is made in the State of California, or (ii) an offer to buy is accepted in the State of California, or, (iii) if you are domiciled in the State of California, the Clubs you develop are or will be operated in the State of California.

2. **DEVELOPMENT FEES.** The following paragraph is added at the end of Section 3.A of the Area Development Agreement:

The California Department of Financial Protection and Innovation has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

3. **NO WAIVER.** The following language is added to the end of the Area Development Agreement:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the effective date of the Area Development Agreement.

TPP FRANCHISING LLC,
a Delaware limited liability company

Sign: _____

Name: _____

Title: _____

AREA DEVELOPER

(IF YOU ARE A CORPORATION,
LIMITED LIABILITY COMPANY, OR
PARTNERSHIP):

Entity Name

Signature

Name: _____

Title: _____

DATED: _____

AREA DEVELOPER

(IF YOU ARE AN INDIVIDUAL AND
NOT AN ENTITY):

Signature

Print Name

DATED: _____

RIDER TO THE TPP FRANCHISING LLC
AREA DEVELOPMENT AGREEMENT
FOR USE IN GEORGIA

THIS RIDER is made and entered into by and between **TPP FRANCHISING LLC**, a Delaware limited liability company with its principal business address at 12222 Merit Drive, Suite 1300, Dallas, Texas 75251 (“we” or “us”), and _____, whose principal business address is _____ (“you” or “your”).

1. **BACKGROUND.** We and you are parties to that certain Area Development Agreement dated _____, 20__ (the “**Area Development Agreement**”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Area Development Agreement. This Rider is being signed because you are located in the State of Georgia, or your Development Area is located in Georgia.

2. **INITIAL FEES.** The following paragraph is added at the end of Section 3.A of the Area Development Agreement:

We will not collect more than 15% of the purchase price that you pay us for any Club franchise. The balance of the purchase price will be paid into an escrow account, established with a bank or an attorney, which you and we agree on. The balance in escrow will be paid to us 60 days after the date that your Club commences operation, or the date we have fully complied with our pre-opening obligations to you under this Agreement and the applicable Franchise Agreement, whichever happens first.

[SIGNATURE PAGE TO FOLLOW]

**RIDER TO THE TPP FRANCHISING LLC
AREA DEVELOPMENT AGREEMENT
FOR USE IN HAWAII**

THIS RIDER is made and entered into by and between TPP FRANCHISING LLC, a Delaware limited liability company with its principal business address at 12222 Merit Drive, Suite 1300, Dallas, Texas 75251 (“we” or “us”), and _____, whose principal business address is _____ (“you” or “your”).

1. **BACKGROUND.** We and you are parties to that certain Area Development Agreement dated _____, 20____ (the “Area Development Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Area Development Agreement. This Rider is being signed because (a) you are domiciled in the State of Hawaii, or (b) the Clubs that you develop under your Area Development Agreement are or will be located in the State of Hawaii.

2. **DEVELOPMENT FEE.** The following is added at the end of Section 3A of the Area Development Agreement:

The State of Hawaii imposed this deferral requirement due to Franchisor’s financial condition.

We will defer all initial payments for each Club until we have completed all of our pre-opening obligations, and that Club is operational.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the effective date of the Area Development Agreement.

TPP FRANCHISING LLC,
a Delaware limited liability company

Sign: _____
Name: _____
Title: _____

AREA DEVELOPER

(IF YOU ARE A CORPORATION,
LIMITED LIABILITY COMPANY, OR
PARTNERSHIP):

Entity Name

Signature

Name:

Title:

DATED:

AREA DEVELOPER

(IF YOU ARE AN INDIVIDUAL AND
NOT AN ENTITY):

Signature

Print Name

DATED:

RIDER TO THE TPP FRANCHISING LLC
AREA DEVELOPMENT AGREEMENT
FOR USE IN ILLINOIS

THIS RIDER is made and entered into by and between **TPP FRANCHISING LLC**, a Delaware limited liability company with its principal business address at 12222 Merit Drive, Suite 1300, Dallas, Texas 75251 (“we” or “us”), and _____, whose principal business address is _____ (“you” or “your”).

1. **BACKGROUND.** We and you are parties to that certain Area Development Agreement dated _____, 20__ (the “**Area Development Agreement**”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Area Development Agreement. This Rider is being signed because (a) you are domiciled in the State of Illinois, or (b) the offer of the franchise is made or accepted in the State of Illinois and the Clubs that you develop under your Area Development Agreement are or will be located in the State of Illinois.

2. **DEVELOPMENT FEE.** The following is added at the end of Section 3A of the Area Development Agreement:

The Illinois Attorney General’s Office requires us to defer all initial payments for each Club until we have completed all of our pre-opening obligations, and that Club is operational.

3. ~~2.~~**ILLINOIS FRANCHISE DISCLOSURE ACT.** The following language is added to the end of the Area Development Agreement:

Illinois law governs the Area Development Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in an area development agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, an area development agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, 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.

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[SIGNATURE PAGE TO FOLLOW]

**RIDER TO THE TPP FRANCHISING LLC
AREA DEVELOPMENT AGREEMENT
FOR USE IN MARYLAND**

THIS RIDER is made and entered into by and between **TPP FRANCHISING LLC**, a Delaware limited liability company with its principal business address at 12222 Merit Drive, Suite 1300, Dallas, Texas 75251 (**“we”** or **“us”**), and _____, whose principal business address is _____ (**“you”** or **“your”**).

1. **BACKGROUND.** We and you are parties to that certain Area Development Agreement dated _____, 20__ (the **“Area Development Agreement”**) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Area Development Agreement. This Rider is being signed because (a) you are a resident of the State of Maryland; or (b) the Clubs that you develop under your Area Development Agreement are or will be operated in the State of Maryland; or (c) the offer to sell is made in the State of Maryland; or (d) the offer to buy is accepted in the State of Maryland.

2. **DEVELOPMENT FEE.** The following language is added to the end of Section 3A of the Area Development Agreement:

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required financial assurance. Therefore, all development fees and initial payments by area developers shall be deferred until the first franchise under this Agreement opens.

3. ~~2.~~**RELEASES.** The following is added to the end of Sections 6B and 6C(3) of the Area Development Agreement:

Pursuant to COMAR 02.02.08.16L, any release required as a condition of renewal and/or assignment/transfer will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

4. ~~3.~~**INSOLVENCY.** The following is added to the end of Section 7B(8) of the Area Development Agreement:

The provision which provides for termination upon your bankruptcy might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.).

5. ~~4.~~**CONSENT TO JURISDICTION.** Section 10D of the Area Development Agreement is supplemented by adding the following to the end of the Section:

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

6. ~~5.~~**ARBITRATION.** Section 10B of the Area Development Agreement is supplemented by adding the following to the end of the Section:

A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Registration and Disclosure Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

7. ~~6.~~ **LIMITATIONS OF CLAIMS AND CLASS ACTION BAR.** The following is added to the end of the first paragraph of Section 10J of the Area Development Agreement:

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

8. ~~7.~~ **RELEASES.** The Area Development Agreement is further amended to state that “All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability 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.”

[SIGNATURE PAGE TO FOLLOW]

**RIDER TO THE TPP FRANCHISING LLC
AREA DEVELOPMENT AGREEMENT
FOR USE IN MINNESOTA**

THIS RIDER is made and entered into by and between **TPP FRANCHISING LLC**, a Delaware limited liability company with its principal business address at 12222 Merit Drive, Suite 1300, Dallas, Texas 75251 (“we” or “us”), and _____, whose principal business address is _____ (“you” or “your”).

1. **BACKGROUND.** We and you are parties to that certain Area Development Agreement dated _____, 20__ (the “**Area Development Agreement**”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Area Development Agreement. This Rider is being signed because (a) the Clubs that you will develop under the Area Development Agreement will be operated wholly or partly in the State of Minnesota; and/or (b) you either a resident of, domiciled in, or actually present in the State of Minnesota.

2. **DEVELOPMENT FEE.** The following language is added to the end of Section 3A of the Area Development Agreement:

As a condition to becoming registered to offer and sell franchises in the State of Minnesota, all development fees and initial payments by you shall be deferred until the first franchise under this Agreement opens.

3. ~~2.~~ **RELEASES.** The following is added to the end of Sections 6B and 6C(3) of the Area Development Agreement:

Any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

4. ~~3.~~ **INJUNCTIVE RELIEF.** The following language is added to the end of Section 10H of the Area Development Agreement:

Notwithstanding the foregoing, a court will determine if a bond is required.

5. ~~4.~~ **LIMITATIONS OF CLAIMS; WAIVER OF CLASS ACTION.** The following is added to the end of the first paragraph of Section 10J of the Area Development Agreement:

; provided, however, that Minnesota law provides that no action may be commenced under Minn. Stat. Sec. 80C.17 more than 3 years after the cause of action accrues.

6. ~~5.~~ **MINNESOTA LAW.** Notwithstanding anything to the contrary contained in the Area Development Agreement, Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring you to waive your rights to a jury trial or to waive your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction, or to consent to liquidated damages, termination penalties or judgment notes.

7. **NO WAIVER.** The following language is added to the end of the Area Development Agreement:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[SIGNATURE PAGE TO FOLLOW]

**RIDER TO THE TPP FRANCHISING LLC
AREA DEVELOPMENT AGREEMENT
FOR USE IN NORTH DAKOTA**

THIS RIDER is made and entered into by and between **TPP FRANCHISING LLC**, a Delaware limited liability company with its principal business address at 12222 Merit Drive, Suite 1300, Dallas, Texas 75251 (“**we**” or “**us**”), and _____, whose principal business address is _____ (“**you**” or “**your**”).

1. **BACKGROUND.** We and you are parties to that certain Area Development Agreement dated _____, 20__ (the “**Area Development Agreement**”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Area Development Agreement. This Rider is being signed because (a) an offer to sell is made in the State of North Dakota; or (b) an offer to buy is accepted in the State of North Dakota; or (c) if you are domiciled in the State of North Dakota, the Clubs that you develop under your Area Development Agreement are or will be operated in the State of North Dakota.

2. **DEVELOPMENT FEE.** The following is added at the end of Section 3A of the Area Development Agreement:

The North Dakota Securities Department requires us to defer all initial payments for each Club until we have completed all of our pre-opening obligations, and that Club is operational.

3. ~~2.~~**RELEASES.** The following is added to the end of Sections 6B and 6C(3) of the Area Development Agreement:

Any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

4. ~~3.~~**COVENANT NOT TO COMPETE.** The following is added to the end of Section 8B of the Area Development Agreement:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota; however, we will enforce the covenants to the maximum extent the law allows.

5. ~~4.~~**ARBITRATION.** The following language is added to the end of Section 10B of the Area Development Agreement:

Notwithstanding the foregoing, to the extent required by the North Dakota Franchise Investment Law (unless such a requirement is preempted by the Federal Arbitration Act), arbitration shall be held at a site to which we and you mutually agree.

6. ~~5.~~**GOVERNING LAW.** The second sentence of Section 10C of the Area Development Agreement is deleted in its entirety and replaced with the following language:

Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), or other federal law, and except as otherwise required by North Dakota law, this Agreement, the franchise, and all claims arising from the relationship between us and you will be governed by the laws of the State of Delaware, without regard to its conflict of laws rules, except that any state law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this section.

7. ~~6-CONSENT TO JURISDICTION.~~ The following is added to the end of Section 10D of the Area Development Agreement:

Notwithstanding the foregoing, to the extent required by the North Dakota Franchise Investment Law, you may bring an action in North Dakota for claims arising under the North Dakota Franchise Investment Law.

8. ~~7-WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL.~~ To the extent required by the North Dakota Franchise Investment Law, Section 10G of the Area Development Agreement is deleted.

9. ~~8-LIMITATIONS OF CLAIMS AND CLASS ACTION BAR.~~ The following is added to the end of the first paragraph of Section 10J of the Area Development Agreement:

The statutes of limitations under North Dakota Law applies with respect to claims arising under the North Dakota Franchise Investment Law.

10. ~~NO WAIVER.~~ The following language is added to the end of the Area Development Agreement:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[SIGNATURE PAGE TO FOLLOW]

**RIDER TO THE TPP FRANCHISING LLC
AREA DEVELOPMENT AGREEMENT
FOR USE IN SOUTH DAKOTA**

THIS RIDER is made and entered into by and between TPP FRANCHISING LLC, a Delaware limited liability company with its principal business address at 12222 Merit Drive, Suite 1300, Dallas, Texas 75251 (“we” or “us”), and _____, whose principal business address is _____ (“you” or “your”).

1. BACKGROUND. We and you are parties to that certain Area Development Agreement dated _____, 20____ (the “Area Development Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is being signed because (a) you are a resident of South Dakota and the Clubs that you will develop under the Area Development Agreement will be located or operated in South Dakota; and/or (b) any of the offering or sales activity relating to the Area Development Agreement occurred in South Dakota.

2. DEVELOPMENT FEE. The following is added at the end of Section 3A of the Area Development Agreement:

The South Dakota Department of Labor & Regulation’s Division of Securities requires us to defer all initial payments for each Club until that Club is operational.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the effective date of the Area Development Agreement.

TPP FRANCHISING LLC,
a Delaware limited liability company

Sign: _____
Name: _____
Title: _____

AREA DEVELOPER

(IF YOU ARE A CORPORATION,
LIMITED LIABILITY COMPANY, OR
PARTNERSHIP):

Entity Name

Signature

Name: _____

Title: _____

DATED: _____

AREA DEVELOPER

(IF YOU ARE AN INDIVIDUAL AND
NOT AN ENTITY):

Signature

Print Name

DATED: _____

**RIDER TO THE TPP FRANCHISING LLC
AREA DEVELOPMENT AGREEMENT
FOR USE IN VIRGINIA**

THIS RIDER is made and entered into by and between **TPP FRANCHISING LLC**, a Delaware limited liability company with its principal business address at 12222 Merit Drive, Suite 1300, Dallas, Texas 75251 (“**we**” or “**us**”), and _____, whose principal business address is _____ (“**you**” or “**your**”).

1. BACKGROUND. We and you are parties to that certain Area Development Agreement dated _____, 20____ (the “**Area Development Agreement**”) that has been signed concurrently with the signing of this Rider. This Rider is being signed because the Club(s) that you will develop under the Area Development Agreement will be established or maintained in Virginia.

2. DEVELOPMENT FEE. The following is added at the end of Section 3A of the Area Development Agreement:

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer all initial payments for each Club until such time as we complete our initial obligations under this Agreement and that Club is operational.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the effective date of the Area Development Agreement.

TPP FRANCHISING LLC,
a Delaware limited liability company

Sign: _____
Name: _____
Title: _____

AREA DEVELOPER

(IF YOU ARE A CORPORATION,
LIMITED LIABILITY COMPANY, OR
PARTNERSHIP):

Entity Name

Signature

Name: _____

Title: _____

DATED: _____

AREA DEVELOPER

(IF YOU ARE AN INDIVIDUAL AND
NOT AN ENTITY):

Signature

Print Name

DATED: _____

RIDER TO THE TPP FRANCHISING LLC
TO THE AREA DEVELOPMENT AGREEMENT, REPRESENTATIONS STATEMENT,
AND RELATED AGREEMENTS
FOR USE IN WASHINGTON

THIS RIDER is made and entered into by and between **TPP FRANCHISING LLC**, a Delaware limited liability company with its principal business address at 12222 Merit Drive, Suite 1300, Dallas, Texas 75251 (“**we**” or “**us**”), and _____, whose principal business address is _____ (“**you**” or “**your**”).

1. **BACKGROUND.** We and you are parties to that certain Area Development Agreement dated _____, 20____ (the “**Area Development Agreement**”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Area Development Agreement. This Rider is being signed because (a) the offer is directed into the State of Washington and is received where it is directed; or (b) you are a resident of the State of Washington; or (c) the Clubs that you develop under your Area Development Agreement are or will be located or operated, wholly or partly, in the State of Washington.

2. **WASHINGTON LAW.** The following paragraphs are added to the end of the Area Development Agreement:

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 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 arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

The Securities Division of the State of Washington Department of Financial Institutions requires the following language:

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder 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, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

**RIDER TO THE TPP FRANCHISING LLC
FRANCHISE AGREEMENT
FOR USE IN CALIFORNIA**

THIS RIDER is made and entered into by and between TPP FRANCHISING LLC, a Delaware limited liability company with its principal business address at 12222 Merit Drive, Suite 1300, Dallas, Texas 75251 (“we” or “us”), and _____, whose principal business address is _____ (“you” or “your”).

1. BACKGROUND. We and you are parties to that certain Franchise Agreement dated _____, 20____ (the “**Franchise Agreement**”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (i) an offer to sell is made in the State of California, or (ii) an offer to buy is accepted in the State of California, or, (iii) if you are domiciled in the State of California, the Club is or will be operated in the State of California.

2. INITIAL FRANCHISE FEE. The following paragraph is added at the end of Section 3.A of the Franchise Agreement:

The California Department of Financial Protection and Innovation has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business.

3. NO WAIVER. The following language is added to the end of the Franchise Agreement:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[SIGNATURE PAGE TO FOLLOW]

TPP FRANCHISING LLC,
a Delaware limited liability company

Sign: _____

Name: _____

Title: _____

FRANCHISEE

(IF YOU ARE A CORPORATION,
LIMITED LIABILITY COMPANY, OR
PARTNERSHIP):

Entity Name

Signature

Name:

Title:

DATED:

FRANCHISEE

(IF YOU ARE AN INDIVIDUAL AND
NOT AN ENTITY):

Signature

Print Name

DATED:

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the effective date of the Franchise Agreement.

RIDER TO THE TPP FRANCHISING LLC
FRANCHISE AGREEMENT
FOR USE IN GEORGIA

THIS RIDER is made and entered into by and between **TPP FRANCHISING LLC**, a Delaware limited liability company with its principal business address at 12222 Merit Drive, Suite 1300, Dallas, Texas 75251 (“we” or “us”), and _____, whose principal business address is _____ (“you” or “your”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, 20__ (the “**Franchise Agreement**”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because you are located in the State of Georgia, or the Club you develop is located in Georgia.

2. **INITIAL FRANCHISE FEE.** The following paragraph is added at the end of Section 3.A of the Franchise Agreement:

We will not collect more than 15% of the purchase price that you pay us for your franchise. The balance of the purchase price will be paid into an escrow account, established with a bank or an attorney, which you and we agree on. The balance in escrow will be paid to us 60 days after the date that your Club commences operation, or the date we have fully complied with our pre-opening obligations to you under this Agreement, whichever happens first.

[SIGNATURE PAGE TO FOLLOW]

TPP FRANCHISING LLC,
a Delaware limited liability company

Sign: _____
Name: _____
Title: _____

**RIDER TO THE TPP FRANCHISING LLC
FRANCHISE AGREEMENT
FOR USE IN HAWAII**

THIS RIDER is made and entered into by and between TPP FRANCHISING LLC, a Delaware limited liability company with its principal business address at 12222 Merit Drive, Suite 1300, Dallas, Texas 75251 (“we” or “us”), and _____, whose principal business address is _____ (“you” or “your”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, 20____ (the “**Franchise Agreement**”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are domiciled in the State of Hawaii, or (b) the Club that you develop under your Franchise Agreement is or will be located in the State of Hawaii.

2. **INITIAL FRANCHISE FEE.** The following is added at the end of Section 3A of the Franchise Agreement:

The State of Hawaii imposed this deferral requirement due to Franchisor’s financial condition. We will defer all initial payments for your Club until we have completed all of our pre-opening obligations, and your Club is operational.

[SIGNATURE PAGE TO FOLLOW]

TPP FRANCHISING LLC,
a Delaware limited liability company

Sign: _____

Name: _____

Title: _____

FRANCHISEE

(IF YOU ARE A CORPORATION,
LIMITED LIABILITY COMPANY, OR
PARTNERSHIP):

Entity Name

Signature

Name:

Title:

DATED:

FRANCHISEE

(IF YOU ARE AN INDIVIDUAL AND
NOT AN ENTITY):

Signature

Print Name

DATED:

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the effective date of the Franchise Agreement.

RIDER TO THE TPP FRANCHISING LLC
FRANCHISE AGREEMENT
FOR USE IN ILLINOIS

THIS RIDER is made and entered into by and between **TPP FRANCHISING LLC**, a Delaware limited liability company with its principal business address at 12222 Merit Drive, Suite 1300, Dallas, Texas 75251 (“we” or “us”), and _____, whose principal business address is _____ (“you” or “your”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, 20__ (the “**Franchise Agreement**”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are domiciled in the State of Illinois, or (b) the offer of the franchise is made or accepted in the State of Illinois and the Club that you develop under your Franchise Agreement is or will be operated in the State of Illinois.

2. **INITIAL FRANCHISE FEE.** The following is added at the end of Section 3A of the Franchise Agreement:

The Illinois Attorney General’s Office requires us to defer all initial payments for your Club until we have completed all of our pre-opening obligations, and your Club is operational.

3. ~~2.~~ **ILLINOIS FRANCHISE DISCLOSURE ACT.** The following language is added to the end of the Franchise Agreement:

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, 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.

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[SIGNATURE PAGE TO FOLLOW]

**RIDER TO THE TPP FRANCHISING LLC
FRANCHISE AGREEMENT
FOR USE IN MARYLAND**

THIS RIDER is made and entered into by and between **TPP FRANCHISING LLC**, a Delaware limited liability company with its principal business address at 12222 Merit Drive, Suite 1300, Dallas, Texas 75251 (“we” or “us”), and _____, whose principal business address is _____ (“you” or “your”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, 20__ (the “**Franchise Agreement**”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are a resident of the State of Maryland; or (b) the Club that you develop under your Franchise Agreement is or will be operated in the State of Maryland; or (c) the offer to sell is made in the State of Maryland; or (d) the offer to buy is accepted in the State of Maryland.

2. **INITIAL FEES.** The following language is added to the end of Section 3A of the Franchise Agreement:

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under this Agreement.

3. ~~2.~~**RELEASES.** The following is added to the end of Sections 13B, 13C(3), 14A(5), and 16E of the Franchise Agreement:

Pursuant to COMAR 02.02.08.16L, any release required as a condition of renewal and/or assignment/transfer will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

4. ~~3.~~**INSOLVENCY.** The following is added to the end of Sections 15B(19) and (20) of the Franchise Agreement:

This Section might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.).

5. ~~4.~~**CONSENT TO JURISDICTION.** Section 18C of the Franchise Agreement is supplemented by adding the following to the end of the Section:

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

6. ~~5.~~**ARBITRATION.** Section 18B of the Franchise Agreement is supplemented by adding the following to the end of the Section:

A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Registration and Disclosure Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

7. ~~6.~~ **LIMITATIONS OF CLAIMS.** The following is added to the end of Section 18J of the Franchise Agreement:

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

8. ~~7.~~ **RELEASES.** The Franchise Agreement is further amended to state that “All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability 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.

[SIGNATURE PAGE TO FOLLOW]

**RIDER TO THE TPP FRANCHISING LLC
FRANCHISE AGREEMENT
FOR USE IN MINNESOTA**

THIS RIDER is made and entered into by and between **TPP FRANCHISING LLC**, a Delaware limited liability company with its principal business address at 12222 Merit Drive, Suite 1300, Dallas, Texas 75251 (“we” or “us”), and _____, whose principal business address is _____ (“you” or “your”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, 20__ (the “**Franchise Agreement**”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the Club that you will develop under the Franchise Agreement will be operated wholly or partly in the State of Minnesota; and/or (b) you either a resident of, domiciled in, or actually present in the State of Minnesota.

2. **INITIAL FRANCHISE FEE.** The following language is added to the end of Section 3A of the Franchise Agreement:

As a condition to becoming registered to offer and sell franchises in the State of Minnesota, we will defer your obligation to pay the initial franchise fee, until we have met our pre-opening obligations and you have commenced operation of the Club.

3. ~~2.~~ **INTEREST ON LATE PAYMENTS.** The following language is added to the end of the first paragraph of Section 3E of the Franchise Agreement:

Notwithstanding the foregoing, you and we acknowledge that under Minnesota Statute 604.113 your penalty for an insufficient funds check will be limited to \$30 per occurrence.

4. ~~3.~~ **RELEASES.** The following is added to the end of Sections 13B, 13C(3), 14A(5), and 16E of the Franchise Agreement:

Any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

5. ~~4.~~ **RENEWAL AND TERMINATION.** The following is added to the end of Sections 14 and 15 of the Franchise Agreement:

However, 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 of non-renewal of this Agreement.

6. ~~5.~~ **LOST REVENUE DAMAGES.** The following language is added to the end of Section 16C of the Franchise Agreement

We and you acknowledge that certain parts of this provision might not be enforceable under Minn. Rule Part 2860.4400J. However, we and you agree to enforce the provision to the extent the law allows.

7. ~~6.~~ **INJUNCTIVE RELIEF.** Section 18H of the Franchise Agreement is deleted and replaced with the following:

Notwithstanding the foregoing, a court will determine if a bond is required.

8. ~~7.~~ **LIMITATIONS OF CLAIMS AND CLASS ACTION BAR.** The following is added to the end of Section 18J of the Franchise Agreement:

; provided, however, that Minnesota law provides that no action may be commenced under Minn. Stat. Sec. 80C.17 more than 3 years after the cause of action accrues.

9. ~~8.~~ **MINNESOTA LAW.** Notwithstanding anything to the contrary contained in the Franchise Agreement, Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring you to waive your rights to a jury trial or to waive your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction, or to consent to liquidated damages, termination penalties or judgment notes.

10. **NO WAIVER.** The following language is added to the end of the Franchise Agreement:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[SIGNATURE PAGE TO FOLLOW]

**RIDER TO THE TPP FRANCHISING LLC
FRANCHISE AGREEMENT
FOR USE IN NORTH DAKOTA**

THIS RIDER is made and entered into by and between **TPP FRANCHISING LLC**, a Delaware limited liability company with its principal business address at 12222 Merit Drive, Suite 1300, Dallas, Texas 75251 (“**we**” or “**us**”), and _____, whose principal business address is _____ (“**you**” or “**your**”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, 20__ (the “**Franchise Agreement**”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) an offer to sell is made in the State of North Dakota; or (b) an offer to buy is accepted in the State of North Dakota; or (c) if you are domiciled in the State of North Dakota, the Club that you develop under your Franchise Agreement is or will be operated in the State of North Dakota.

2. **INITIAL FRANCHISE FEE.** The following is added at the end of Section 3A of the Franchise Agreement:

The North Dakota Securities Department requires us to defer all initial payments for your Club until we have completed all of our pre-opening obligations, and your Club is operational.

3. ~~2.~~ **RELEASES.** The following is added to the end of Sections 13B, 13C(3), 14A(5) and 16E of the Franchise Agreement:

Any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

4. ~~3.~~ **COVENANT NOT TO COMPETE.** The following is added to the end of Section 16F of the Franchise Agreement:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota; however, we will enforce the covenants to the maximum extent the law allows.

5. ~~4.~~ **LOST REVENUE DAMAGES.** The following language is added to the end of Section 16C of the Franchise Agreement:

We and you acknowledge that certain parts of this provision might not be enforceable under the North Dakota Franchise Investment Law. However, we and you agree to enforce the provision to the extent the law allows.

6. ~~5.~~ **ARBITRATION.** The following language is added to the end of Section 18B of the Franchise Agreement:

Notwithstanding the foregoing, to the extent required by the North Dakota Franchise Investment Law (unless such a requirement is preempted by the Federal Arbitration Act), arbitration shall be held at a site to which we and you mutually agree.

7. ~~6-CONSENT TO JURISDICTION.~~ The following is added to the end of Section 18C of the Franchise Agreement:

Notwithstanding the foregoing, to the extent required by the North Dakota Franchise Investment Law, you may bring an action in North Dakota for claims arising under the North Dakota Franchise Investment Law.

8. ~~7-GOVERNING LAW.~~ The second sentence of Section 18D of the Franchise Agreement is deleted in its entirety and replaced with the following language:

Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), or other federal law, and except as otherwise required by North Dakota law, this Agreement, the franchise, and all claims arising from the relationship between us and you will be governed by the laws of the State of Delaware, without regard to its conflict of laws rules, except that any state law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this section.

9. ~~8-WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL.~~ To the extent required by the North Dakota Franchise Investment Law, Section 18G of the Franchise Agreement is deleted.

10. ~~9-LIMITATIONS OF CLAIMS AND CLASS ACTION BAR.~~ The following is added to the end of the first paragraph Section 18J of the Franchise Agreement:

The statutes of limitations under North Dakota Law applies with respect to claims arising under the North Dakota Franchise Investment Law.

11. NO WAIVER. The following language is added to the end of the Franchise Agreement:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[SIGNATURE PAGE TO FOLLOW]

RIDER TO THE TPP FRANCHISING LLC
FRANCHISE AGREEMENT
FOR USE IN SOUTH DAKOTA

THIS RIDER is made and entered into by and between TPP FRANCHISING LLC, a Delaware limited liability company with its principal business address at 12222 Merit Drive, Suite 1300, Dallas, Texas 75251 (“we” or “us”), and _____, whose principal business address is _____ (“you” or “your”).

1. BACKGROUND. We and you are parties to that certain Franchise Agreement dated _____, 20____ (the “**Franchise Agreement**”) that has been signed concurrently with the signing of this Rider. This Rider is being signed because (a) you are a resident of South Dakota and the Club that you will operate under the Franchise Agreement will be located or operated in South Dakota; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in South Dakota.

2. INITIAL FRANCHISE FEE. The following is added at the end of Section 3A of the Franchise Agreement:

The South Dakota Department of Labor & Regulation’s Division of Securities requires us to defer all initial payments until your Club is operational.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the effective date of the Franchise Agreement.

TPP FRANCHISING LLC,
a Delaware limited liability company

Sign: _____
Name: _____
Title: _____

FRANCHISEE

(IF YOU ARE A CORPORATION,
LIMITED LIABILITY COMPANY, OR
PARTNERSHIP):

Entity Name

Signature

Name: _____

Title: _____

DATED: _____

FRANCHISEE

(IF YOU ARE AN INDIVIDUAL AND
NOT AN ENTITY):

Signature

Print Name

DATED: _____

**RIDER TO THE TPP FRANCHISING LLC
FRANCHISE AGREEMENT
FOR USE IN VIRGINIA**

THIS RIDER is made and entered into by and between **TPP FRANCHISING LLC**, a Delaware limited liability company with its principal business address at 12222 Merit Drive, Suite 1300, Dallas, Texas 75251 (“**we**” or “**us**”), and _____, whose principal business address is _____ (“**you**” or “**your**”).

1. BACKGROUND. We and you are parties to that certain Franchise Agreement dated _____, 20____ (the “**Franchise Agreement**”) that has been signed concurrently with the signing of this Rider. This Rider is being signed because the Club that you will operate under the Franchise Agreement will be established or maintained in Virginia.

2. INITIAL FRANCHISE FEE. The following is added at the end of Section 3A of the Franchise Agreement:

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer all initial payments until such time as we complete our initial obligations under this Agreement and your Club is operational.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the effective date of the Franchise Agreement.

TPP FRANCHISING LLC,
a Delaware limited liability company

Sign: _____
Name: _____
Title: _____

FRANCHISEE

(IF YOU ARE A CORPORATION,
LIMITED LIABILITY COMPANY, OR
PARTNERSHIP):

Entity Name

Signature

Name: _____

Title: _____

DATED: _____

FRANCHISEE

(IF YOU ARE AN INDIVIDUAL AND
NOT AN ENTITY):

Signature

Print Name

DATED: _____

RIDER TO THE TPP FRANCHISING LLC
TO THE FRANCHISE AGREEMENT, REPRESENTATIONS STATEMENT,
AND RELATED AGREEMENTS
FOR USE IN WASHINGTON

THIS RIDER is made and entered into by and between **TPP FRANCHISING LLC**, a Delaware limited liability company with its principal business address at 12222 Merit Drive, Suite 1300, Dallas, Texas 75251 (“we” or “us”), and _____, whose principal business address is _____ (“you” or “your”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, 20____ (the “**Franchise Agreement**”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the offer is directed into the State of Washington and is received where it is directed; or (b) you are a resident of the State of Washington; or (d) the Club that you develop under your Franchise Agreement is or will be located or operated, wholly or partly, in the State of Washington.

2. **WASHINGTON LAW.** The following paragraphs are added to the end of the Franchise Agreement:

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 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 arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

The Securities Division of the State of Washington Department of Financial Institutions requires the following language:

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder 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