

FRANCHISE DISCLOSURE DOCUMENT



BODYBAR FRANCHISING, LLC
A Texas Limited Liability Company
3100 West 7th Street
Suite 310
Fort Worth, TX 76107
(817) 381-2135
www.bodybarpilates.com

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

The total investment necessary to begin operation of a single BODYBAR Pilates Studio ranges from \$431,425 to \$756,035. This amount includes \$78,500 that must be paid to the franchisor or its affiliate prior to opening.

~~We also offer an area development program for the establishment and operation of multiple BODYBAR Pilates Studios in a specified development area. The total investment necessary to establish your first BODYBAR Studio under our area development program depends on the number of franchises we grant you the right to open. The total investment necessary to enter into a development agreement for the right to develop three (3) BODYBAR Pilates Studios is between \$526,425 to \$851,035 which. This includes (a) a development fee amounting to \$155,000 payable at the time you enter into an area development agreement with us, along with (b) the total investment necessary disclosed above to establish your initial BODYBAR Pilates Studio \$173,500 to \$181,150 that must be paid to Franchisor or an affiliate.~~

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact us at 3100 West 7th Street, Ste. 310, Fort Worth, TX 76107, Attn: Compliance Administration via telephone at (817) 381-2135, or by emailing franchising@bodybarpilates.com.

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

Buying a franchise is a complex investment. The information in this Franchise Disclosure Document can help you make up your mind. More information on franchising, such as, “*A Consumer’s Guide to Buying a Franchise*,” which can help you understand how to use this Franchise Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC’s home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Date of Issuance: April 10, 2026

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The BODYBAR System standards, specifications and procedures (collectively, the “System Standards”) are described in our confidential operations manuals (collectively, the “Manuals”). The BODYBAR System and the Manual may be changed, improved and further developed by us.

Each Studio will offer Pilates and other exercise programs through live instructional group and individual classes, including, but not limited to, Reformer Pilates exercises, EXO Chair, and other Pilates’ apparatuses; strength training; stretching exercises; a teacher training program; and any other services that we authorize (collectively, the “Approved Services”). All classes will be paid for and scheduled online via the Internet and taught by highly trained instructors who have completed the customized BODYBAR Pilates training.

You will operate your BODYBAR Franchise under the marks “BODYBAR”, “BODYBAR Pilates” and other trade names, service marks, trademarks, logos, and other symbols we designate (or may later designate) in writing for use in the System (collectively, the “Marks”).

If we award you a franchise, you will sign a franchise agreement (“Franchise Agreement”) in the form attached to this Disclosure Document as Exhibit B granting you the right to operate a Franchise at a specified fixed location (the “Studio”) as described on Schedule I to the Franchise Agreement.

Development Agreement

We also offer qualified applicants the right to enter into a development agreement (the “Development Agreement”), the form of which is attached as Exhibit C, to develop multiple Franchises within a specifically described geographic area (the “Development Area”). ~~For each Franchise~~ You will sign a franchise agreement in the form attached hereto as Exhibit C for your first outlet at the same time you execute the Development Agreement. For the additional outlets to be developed under the Development Agreement, you will sign a separate franchise agreement in the form that we are then offering to new franchisees except that the initial franchise fees will be as provided in the Development Agreement and the royalty and advertising expenditure percentages for the first Studio will be the same as those in the Franchise Agreement attached as Exhibit C.

Any reference to the “Agreements” means the Development Agreement and the Franchise Agreement, as applicable.

Competition

The market for fitness-related services is well-established and highly competitive. There is active price competition among providers of fitness services, as well as competition for management personnel and for attractive commercial real estate sites suitable for Franchises. You must expect to compete with other franchises offering Pilates and fitness services and other competing concepts. Competitors may be locally owned or regional or national chains and franchises. The Franchise business is also affected by changes in consumer taste, demographics, traffic patterns, and economic conditions.

Industry Specific Regulation

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

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

ITEM 2 BUSINESS EXPERIENCE

Kamille McCollum – Founder, President and Chief Brand Officer

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

Matt McCollum – Founder and Chief Executive Officer

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

Michael Piermarini – Chief Operations Officer

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

Stephen Gatlin – Founder and Director

Stephen A. Gatlin is one of our founders and has served as a Director since our formation in December 2014. Since 2011, Mr. Gatlin has co-owns BODY BAR, LLC, which operated two BODYBAR Studios in Plano, Texas and Dallas, Texas until they were sold in 2020 and 2023 respectively. Since 1995, Mr. Gatlin has served as the CEO of Gatlin International of Fort Worth and Dallas, Texas.

Laurie Gatlin – Founder and Director

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

| Type of Fee ⁽¹⁾ | Amount | Due Date | Remarks |
|---|--|--------------------------------|---|
| Technology Fee | Currently \$500 per month, subject to change <u>provided that this fee will not increase more than 30% on an annual basis.</u> | Monthly via Mariana Tek/Stripe | You will be required to pay us a monthly service fee to cover the increasing cost of supplying technology solutions to the network and/or to fund the continued development of new and innovative features for the System support site(s). The current Technology Fee covers the cost of the franchise management software, marketing management software, applicant tracking system, website hosting and e-commerce platform, email and communication tools, financial and operational benchmarking software, content creation and digital publishing tools, client engagement and instructor performance analytics software, and our online learning management system (LMS). After the first four email addresses, you will be required to pay the then- current fee for any additional email addresses. The current fee for each additional email address is \$150/year. These fees are subject to change at any time provided that this fee will not increase more than 30% on an annual basis |
| Virtual Additional Training Fee | At our option, our then current per diem or hourly rate plus out-of-pocket costs and expenses. Our current hourly rate is \$150 ₋ <u>provided that this fee will not increase more than 30% on an annual basis.</u> | Due upon receipt of invoice. | If we determine additional training is needed for any one of your current instructors, managers or Operating Principal, you must also pay the expenses of your personnel attending additional training and the fees and expenses of our personnel providing the training at your Studio, as applicable. We may increase this fee in our discretion, provided it will not exceed \$600 per hour. |
| On-site Additional Training and refresher training | The then-current per diem fee or hourly rate for remedial training, plus out-of-pocket costs and expenses. Our current rate is \$1,000 per day ₋ | Due upon receipt of invoice. | If you ask or if we believe it is appropriate, we will (subject to availability) provide trained representatives to conduct on-site additional training at your Studio. We may increase this fee in our discretion, provided it will not exceed \$2,000 per day |
| New Franchisee Training Program for additional or replacement personnel | \$1,500 per person, plus expenses. | Prior to training. | You must pay this amount for any additional or replacement personnel who are required to attend the New Franchisee Training Program. You must also pay all expenses your trainee incurs, including travel, lodging, meals and applicable wages. |

| Type of Fee ⁽¹⁾ | Amount | Due Date | Remarks |
|---|--|--------------------|--|
| Studio Manager Training for additional or replacement personnel | Currently, we do not charge a fee for Studio Manager Training for replacement or additional manager but reserve the right to. You are responsible for all travel, meals and lodging expenses incurred by attendees. | As incurred | You must have your initial Studio Manager, Assistant Studio Manager, and/or General Manager satisfactorily complete our Studio Manager training program at the first available scheduled training. Self-paced online training is required for replacement Managers. |
| Fitness Manager Training for additional or replacement personnel | Currently, we do not charge a fee for Fitness Manager Training for replacement or additional managers but reserve the right to. You are responsible for all travel, meals and lodging expenses incurred by attendees. | As incurred | All Studios must be under the supervision of a Fitness Manager (the “Fitness Manager”) that will oversee recruitment of instructors, quality assurance, and scheduling of all classes amongst other things. All Fitness Managers must satisfactorily complete our Fitness Manager Training program at the first available scheduled training. |
| Instructor Training Program for additional or replacement personnel | Billed at our then current rate, which is currently \$6,500- Additional fees may apply. <u>provided that this fee will not increase more than 30% on an annual basis.</u> | Prior to training. | After opening, all instructors must complete and successfully pass the BODYBAR Instructor Training Program to be eligible to teach at a BODYBAR studio. The BODYBAR Instructor Training Program can only be administered by an official BODYBAR Master Trainer as designated by BODYBAR Franchising. Instructor candidates have up to one year to complete all final course work hours to earn their BODYBAR Instructor Certificate. Additional fees may be charged for replacement or make-up trainings. |
| Annual Conference | Will vary based on our costs of establishing and running the conference. Billed at our then current rate, which is currently \$1,199. <u>\$1,199 provided that this fee will not increase more than 30% on an annual basis.</u> | As incurred | We may, in our discretion, hold an Annual Franchise Meeting at a location we select and require you or your Operating Principal to attend. We encourage the Studio Manager and/or Fitness Manager to also attend the Annual Franchise Meeting. We charge a registration fee for the Annual Franchise Meeting which all System Franchisees are required to attend and pay. Additional travel costs may be applicable as well. |

| Type of Fee ⁽¹⁾ | Amount | Due Date | Remarks |
|----------------------------|---|---------------------------------|--|
| Merchant Services | Then-current fee charged by our Approved Supplier, currently ranging between 2.78% + \$0.20 per transaction (domestic cards); 3.9% on all transactions + \$0.30 /transaction (international cards), with a chargeback fee of \$15 and a 2% currency conversion fee. | Payable at time of transaction. | Our designated Merchant Services provider is required to accept credit card payments. <u>This fee will not increase more than 30% on an annual basis.</u> |
| Document Processing Fee | Hourly Rate of General Counsel which are presently \$550/hour. | Payable upon receipt of invoice | If we are required to amend your franchise agreement and ancillary documents to account for name changes, address changes, corporate or other modifications (other than a transfer), we reserve the right to require you to reimburse us for our costs, including are legal fees. <u>This fee will not increase more than 30% on an annual basis.</u> |
| Relocation Fee | \$5,000 plus our costs and expenses on account of the relocation | Payable upon receipt of invoice | You shall not relocate the Studio without our prior written approval of Franchisor. We shall have the right, in our sole discretion, to withhold approval of relocation. In such circumstance, you must procure a site acceptable to us at least 90 days prior to closing operations at your current Studio, and open for business at the new approved location within 30 days of closing business at the current Studio. You are responsible for paying Royalty and other fees due under this Agreement, as calculated on a rolling 12-month basis, during any transitional period. |
| Bookkeeper Fee; | Then current fee, currently \$350 to \$400 per month, <u>provided this fee will not increase more than 30% on an annual basis.</u> | Payable upon receipt of invoice | You must select your bookkeeping agency from one of our Approved Suppliers. The current fee for the bookkeeping agency ranges between \$350 to \$400 per month, which is subject to change. If you do not wish to work with one of our Approved Suppliers for bookkeeping services, you must request in writing to utilize a different bookkeeper. We are not required to approve your request, but if we do you must pay a one-time fee of \$1,000 to have the alternative bookkeeper trained on how to properly closeout your books to ensure accuracy in meeting system standards |

Notes:

| Category of Investment | Low Amount | High Amount | Method of Payment | When Due | To Whom Paid |
|--|------------|-------------|-------------------|----------|--------------|
| TOTAL ESTIMATED INITIAL INVESTMENT ⁽¹⁶⁾ | \$431,425 | \$756,035 | | | |

Unless otherwise noted, all amounts listed in the tables above are non-refundable. Amounts payable to suppliers/vendors are refunded according to arrangements you make with the vendor, if any. These figures are estimates of the range of your initial costs in the first three (3) months of operation only. Financing is available for many of the above expenses. ~~If you finance your costs, lenders will generally finance up to 80% of the initial cost and require a borrower to put down at least 20% of the total loan amount.~~ We do not offer direct or indirect financing, but we may assist you in obtaining financing through other third party sources. ~~as described in Item 10 below.~~

Notes to Table(s) A.

1. Initial Franchise Fee. We describe the initial franchise fee in Item 5. The amount above reflects the Initial Franchise Fee for a single Studio.
2. Travel and Living Expenses While Training. You will incur expenses associated with our training program. Included in the Initial Franchise Fee is our New Franchisee Training Program, Studio Manager Training Program and Fitness Manager Training Program for up to two attendees. You must pay all expenses you and your employees incur in attending these Programs, including travel, lodging, meals, and wages. These costs will vary depending upon your selection of salary levels, lodging and dining facilities, and mode and distance of transportation. The amount you will spend while training will depend on several factors, including the number of persons attending, the distance you must travel and the type of accommodations you choose, if any are needed. The low estimate assumes that your studio is located in fairly close proximity to one of our designated training facilities, and that the two individuals attending our Training Program(s) will not be required to incur airfare or lodging costs. The high estimate assumes that the two individuals will need airfare for both the Business Owner, Studio Manager, and Fitness Manager Training Programs (coach class) and lodging while attending the program.
3. Founding Instructor Training. Your Fitness Manager and all Instructors must complete the BODYBAR Pilates Founding Instructor Program. Your Fitness Manager will attend Instructor Training at an existing BODYBAR Pilates location in advance of hosting your Founding Instructor Training. The cost for your Fitness Manager to attend will be \$1,500 plus travel expenses. The High Amount assumes you pay for your Fitness Manager to attend training in advance of your Founding Instructor Training. Your Founding Instructor Training will then be scheduled to take place at your studio prior to opening. The cost of this training is currently \$8,500 for up to 10 attendees. Additional participants, up to the number of Reformers in your studio may attend, provided you pay a fee of \$300 per person. The Founding Instructor Training fee includes expenses and compensation for a BODYBAR Master Trainer to conduct the Module 1 in-person training at your studio and the Module 2 remote trainings. Any instructors unable to attend this training must attend and pay for instructor training at another BODYBAR location or one you choose to host on a future date.

4. Real Estate/Lease. A Studio will typically be located in a retail shopping center with at least 2,100 to 2,500 square feet of space. We may, however, consider alternative sites, on a case-by-case basis. The estimates above are based on a typical landlord's requirement that a lessee pay the first month's rent, the last month's rent and/or a security deposit equal to one month of rent upon execution of the lease. Rent typically commences upon opening. Real estate costs vary considerably according to real estate values in your area, your real estate interest (leasehold or ownership), location, size of the site, code requirements and other factors. Factors that typically affect your real estate costs include your cost to negotiate your lease (or buy the property), fair market lease values and lease terms in your area, how the costs to renovate or develop the land, building and other site improvements are allocated between landlord and tenant and interest costs, among others. Lease terms are individually negotiated and may vary materially from one location or transaction to another. Additionally, the low estimates assume that you do not utilize the services of our preferred real estate service or construction management company for assistance in negotiating the lease, in which scenario your construction plans must be reviewed by our designated vendor to ensure compliance with brand standards, the cost of which is approximately \$100 per hour.

5. Leasehold Improvements. The premises for Studios are generally leased. The amounts above assume that you will lease the premises and do not include costs of land acquisition and construction of a building. The leasehold improvements estimate is based on the cost of adapting our prototypical architectural and design plans to a facility containing 2,325 square feet, which is the average size for a BODYBAR Pilates studio built in 2025. The amounts also include the Furniture, Fixtures and Equipment (FFE) generally sourced by your general contractor or yourself from one of our Approved Suppliers. The low figure assumes that you will either be converting an existing Pilates studio to a Franchise facility or improving a site in an area where existing labor and supply chains are more readily available. The high figure assumes that you will be a first-generation tenant and that you will be responsible for providing connections to adequate electrical, gas, water, and sewage services. The low and high amounts assume a tenant improvement allowance ("TI Allowance") of \$55 per sq. ft. and \$0 per sq. ft. respectively. The systemwide range of TI allowance during the 2025 calendar year ranged between \$0 to \$127,875 with a Median TI Allowance of \$66,205. If you are unable to secure a tenant improvement allowance or you receive a lower allowance, the cost of leasehold improvements will likely be higher than the above stated ranges. Your actual costs for leasehold improvements also will be affected by various other factors like the location of the Studio, local market conditions, and whether or not union fees are imposed upon construction costs. Your actual costs may or may not include site preparation and finish-out costs, depending on the arrangements you negotiate with your landlord. These estimates may vary substantially based on your ability to negotiate with your landlord and your financial strength, as well as on local commercial leasing and labor rates and other local conditions.

6. Pilates Equipment Package. Prior to opening your BODYBAR Studio, you must purchase our required initial package of Pilates and other exercise equipment (the "Pilates Equipment Package"). The Pilates Equipment Package includes 12 to 14 Pilates Reformers with springs, 12 to 14 jump boards, 12 to 14 Allegro II Towers, 12 to 14 EXO Chairs, and smaller pieces of related exercise equipment (e.g., Pilates balls, weights, magical circles and other related items.). The cost of the Pilates Equipment Package ranges between \$104,177 (for 12 reformers) and \$128,660 (for 14 reformers), plus applicable sales tax and shipping costs, depending on whether you purchase the standard set of 14 or the reduced set of 12. The cost of the Pilates Equipment Package is not refundable under any circumstances. You will purchase the Pilates Equipment Package from our designated third-party vendor following the ordering process as

the location of your Franchise, your claims history and other factors.

12. Shipping. We reserve the right to arrange for the shipping of all of your equipment and furniture/fixtures, which will be paid to the supplier. These amounts will vary based upon your Studio's location.

13. Professional Fees. You may incur certain professional fees as you seek legal, financial, real estate, construction management or other advice in the process of opening your studio. The low figure assumes you will use our required vendor for site due diligence, design of construction drawings, and permitting only. The high figure assumes that you will utilize our required vendor for the aforementioned services as well as construction management services.

14. Additional Funds. You will need additional funds during the start-up phase of your business to pay employees, purchase supplies and other expenses, including rent. The start-up phase begins about one month from beginning your presale until you have been open for business 3 months. Your presale will commence 16 to 20 weeks before opening your Studio. This total amount is based upon our experience in offering and selling franchises since 2015 and information provided to us by our franchisees.

15. Total Estimated Initial Investment. In preparing the figures in Item 7, we relied upon our experience in the industry, including information we gather from our franchisees that opened Studios in 2025.

B. YOUR ESTIMATED INITIAL INVESTMENT UNDER THE AREA DEVELOPMENT AGREEMENT ⁽¹⁾

| Category of Investment | Amount | | Method of Payment | When Due | To Whom Paid |
|--|------------------|------------------|---|--|--------------|
| | Low | High | | | |
| Area Development Fees ⁽²⁾ | \$155,000 | \$155,000 | Lump Sum | Upon execution of Area Development Agreement | Us |
| Initial Investment for the First Studio ⁽³⁾ | \$371,425 | \$696,035 | See Charts in Item 7(A) above. | | |
| Total Estimated Initial Investment ⁽⁴⁾ | \$526,425 | \$851,035 | This is the total estimated initial investment to enter into a Development Agreement for the right to own a total of 3 Studios, as well as the costs to open and commence operating your initial Studio for the first 3 months (as described more fully in Chart A of this Items 7). | | |

1. General. All fees and payments are non-refundable, unless otherwise stated herein. We do not offer direct or indirect financing, but we may assist you in obtaining working capital through other sources. See Items 5 and 6, and other parts of this Disclosure Document, for more information regarding initial fees and other costs.

You may be asked to participate in marketing tests, pilots and surveys. If you are approved to participate, you may be required to enter into an agreement that outlines all the requirements for marketing tests and surveys. All test and survey requirements, processes and procedures must be adhered to, and any applicable costs will be your responsibility. You must provide complete data statistics on the tests or surveys for our review and evaluation. Since such tests and surveys involve the evaluation and analysis of product pricing in a test environment, we will recommend pricing to effectively evaluate the full scope of the test.

Marketing Fund

We have established a Marketing Fund for the common benefit of System Franchisees which you must participate in. Your Marketing Fund Contribution is currently 2% of your weekly Gross Sales. We reserve the right to increase the Marketing Fund Contributions to 4% of your weekly Gross Sales upon written notice (Franchise Agreement, Section VIII.D.)

We or our designee may administer the Marketing Fund at any time at our discretion. We will direct all marketing programs, including the creative concepts, materials and media used in the programs. We may seek your advice either formally or informally regarding the creative concepts and media used for initiatives financed by the Marketing Fund, but it is not binding on us, and we are not required to follow any advice we seek. We may use the Marketing Fund to satisfy the costs of maintaining, administering, directing, preparing and producing marketing and advertising materials. This includes the cost associated with developing, maintaining and updating our website, of preparing and producing television, radio, magazine and newspaper marketing campaigns; direct mail and outdoor billboard advertising; public relations activities; social media activities; developing promotional materials; employing advertising agencies; and costs of our personnel and other departmental costs for advertising that we administer or prepare internally. Marketing Fund contributions will not be deemed to be trust funds and we have no obligation to spend on advertising, marketing, or promotions amounts in excess of those funds actually collected from franchisees. We are not required to make expenditures for you that are equivalent or proportionate to your Marketing Fund Contribution or to ensure that any particular franchisee or any particular geographic region benefits directly or pro rata from the placement of advertising. Except for a portion of the Marketing Fund spent on website development and maintenance (a portion of which may include soliciting the sale of franchises using the website), the Marketing Fund is not used to solicit the sale of franchises although we reserve the right to include “Franchises Available” or similar language with our contact information on any advertising purchased or created with Marketing Fund monies. (Franchise Agreement, Section VIII.D.)

We will not use your Marketing Fund contributions to defray any of our operating expenses, except for any reasonable administrative costs and overhead that we may incur in administering or directing the Marketing Fund, including the proportionate compensation of our employees and other designees who devote time and render services to the activities of the Marketing Fund. We will prepare an annual statement of the Marketing Fund’s operations and will make it available to you upon written request. We are not required to have the Marketing Fund statements audited. In the fiscal year ending December 31, 2025, the Marketing Fund contributions were expended as follows: Website Enhancement, Functionality and Search Engine Optimization 29%; Public Relations & Media Placement 68%; Administrative expenses 3%. No Marketing Fund contributions were used to solicit new franchise sales.

and Playbooks. A copy of the table of contents of the Manuals, Guides, and Playbooks and the total number of pages of the Manuals is attached as Exhibit F.

Currently, there are 64 pages in the Systems Standards Manual, 48 pages in the Design Manual, 204 pages in the Studio Manager Manual, 80 pages in the Fitness Manager Manual, 48 pages in Module 1 of the Instructor Training Manual and 61 pages in Module 2 of the Instructor Training Manual, plus all accompanying exercise libraries. Additionally, there are 54 pages in the Hiring Guide, 25 pages in the Financial Management Guide, 41 pages in the Retail Playbook, and 114 pages in the Presale Playbook.

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

Computer and Tablet Systems

You must use our required vendor to install and maintain at least one laptop or desktop computer (Windows or Apple) and two (2) Apple iPads to serve as a Point-of-Sale (POS) computer system (“POS System”) for each Studio approved by us and which meets our then-current specifications and standards. The main functions of the POS System are to check clients in and collect and manage information about the various sales transactions at your Franchise location. You are required to install and maintain a second Apple iPad to serve as a music playing device within the studio.

The computer must be equipped with computer hardware components and peripherals, such as a printer and scanner that we require (the “Computer System”). We estimate that the Computer System will have an initial cost between \$1,000 and \$3,000 as noted in Item 7 under the Computer Systems note. You are also required to maintain your credit card processing hardware and software in compliance with the Payment Card Industry (PCI) Data Security Standard. We estimate that the initial cost for the POS System will range between \$300 and \$1000.

You must pay us a monthly Technology Fee, currently \$500 per month, which covers the cost of the franchise management software, marketing management software, applicant tracking system, four (4) email addresses, financial and operational benchmarking software(s), and our online learning systems. Such fees are subject to change at any time. Additionally, you must obtain a subscription to Mariana Tek business management software and any other software we may require. Mariana Tek currently charges a monthly fee of \$424 plus tax, which is subject to change at any time.

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

We have the right to electronically and manually access the information that the POS System and Computer System generates. You must cooperate with us in helping us access this information. We may have independent access to your sales information and data produced by

within the Protected Area do not focus on Pilates;

- (ii) Advertise and promote the System within and outside the Protected Area;
- (iii) Operate, and license others to operate, Studios at any location outside the Protected Area, or in any Reserved Venue within or outside the Protected Area. We or our affiliates may operate in any Reserved Area on temporary, seasonal or permanent basis;
- (iv) Within and outside the Protected Area, offer and sell, and authorize others to offer and sell, any similar or dissimilar products and services, (under the trademarks or under other names or marks) through any channel or by any method of distribution other than a BODYBAR Studio on any terms and conditions we deem appropriate, including through alternative channels of distribution (for example, catalogues, Internet websites, telemarketing, mail order, direct-order techniques or specialty stores) as well as special events like street fairs, parades, sporting events and similar occasions; and
- (v) Acquire, be acquired by, or merge with other competitive businesses and operate them anywhere and, at our option, convert them to businesses operating under the Marks or any other name.

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

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

Development Agreement

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

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

Manager and/or Fitness Manager need not own an equity interest in the Franchise but must satisfy our educational and business criteria and must be acceptable to us. If the Studio Manager and/or Fitness Manager is responsible for the daily operation and management of the Franchise, he or she also must satisfy the training requirements in the Franchise Agreement. Even if we permit you to designate a Studio Manager and/or Fitness Manager to supervise your operations under the Franchise Agreement, which we recommend, your Operating Principal ultimately remains responsible for the Studio Manager's and/or Fitness Manager's performance. The Studio Manager and/or Fitness Manager must devote his or her full time and best efforts to the supervision of your operations under the Franchise Agreement and follow all brand operations standards, as they may change from time to time. If you operate a single Studio, then the Studio Manager may, but need not, be the Operating Principal. If the Studio is one of several to be opened under a Development Agreement or if you (or your affiliates) operate more than one Studio, then you must designate a separate Studio Manager and Fitness Manager for each Studio.

You must form a corporation, limited liability company, limited partnership or limited liability partnership to own your development rights (if applicable) and each Franchise and we may require that each of your Principals ~~and their spouses~~ personally guarantee your obligations

under the Agreements, and that they also agree to be personally bound by, and personally liable for the breach of, every provision of the Agreements, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities. You may not use the Marks, or any abbreviation or acronym of the Marks, in the name of the corporation, limited liability company, limited partnership or limited liability partnership you form to own your franchised business. Spouses that do not own ownership interests in the entity that serves as the franchisee or are otherwise not involved in the day to day operation of the franchise are generally not required to sign a personal guaranty.

All Principals and their spouses, managers, and any personnel completing our training must sign our form Confidentiality and Non-Competition Agreement which is attached as Attachment B to the Franchise Agreement. These requirements apply whether or not an equity owner is involved in the Franchise operation or management. No Operating Principal of the Entity owning the Franchise Agreement may require a Studio Manager, Fitness Manager, Instructor, Sales Associate or other member of staff to sign a Confidentiality and Non-Competition Agreement, Non-disparagement Agreement, or any other form of confidential agreement that has not been pre-approved by us.

We restrict all employees and personnel from disclosing Confidential Information, and you must have all staff sign the approved confidentiality agreement to protect the Marks, the Intellectual Property, the Manuals and other information concerning the System.

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

All services you provide and all products you use or sell at the Franchise must conform to System Standards. (See Item 8.) These specifications are described in our Manuals and other writings. You must not deviate from System Standards unless we first give you our written consent. You must also comply with all applicable laws and regulations and secure all appropriate governmental approvals for the Franchise.

You must offer and sell all services, items, and products we require. We may, in our

| Provisions | Section in Franchise Agreement | Summary |
|---|--|---|
| m. Conditions for franchisor approval of transfer | Section XIV.B. | Conditions include: (i) the transferee and its principals meet or exceed the approval criteria including passing a background check all at our sole discretion; (ii) you pay all amounts owed to us or to third-party creditors and have submitted all required reports and statements; (iii) if applicable, the new Operating Principal, Director of Operations and Studio Manager of transferee completes our required training program; (iv) transferee enters into our then-current form of Franchise Agreement and any required related agreements; (v) the transferee agrees to upgrade the Studio to conform to our then-current System Standards; (vi) the transfer fee is paid; (vii) you and all transferring Principals have signed a general release; (viii) we approve the material terms and conditions of such transfer; (ix) if you or your Principals finance any part of the sale price of the transferred interest, you and/or your Principals subordinate transferee's obligation to pay to our right to Royalty Fees, Marketing Fund Fees and other amounts due to us and otherwise to comply with the Franchise Agreement; and (x) upon our request, you have agreed that you will provide guidance and support for a period of no less than 30 days from the day the transferee satisfactorily completes all training. |
| n. Franchisor's right of first refusal to acquire franchisee's business | Section XIV.D. | On 30 days written notice, we have the option to purchase an interest being transferred on the same terms and conditions offered by a third party. |
| o. Franchisor's option to purchase your business | Sections XVIII.A(8) and (9) and XVIII.B. | If the Franchise Agreement is terminated by either party or you cease to do business for any reason, then we have the right to purchase your assets at book value (cost less depreciation). |
| p. Death or disability or franchisee | Section XIV.E. | On death or permanent disability of Franchisee or a Principal, Franchisee or Operating Principal's executor, administrator, conservator, guardian or other personal representative must within a reasonable time, not to exceed 15 days from the date of death or disability, appoint a new Operating Principal to operate the Franchise. Upon the death of any Principal who is a natural person, the executor, administrator, or other personal representative shall transfer such interest to a third party approved by us within 6 months after the date of death. Upon the permanent disability of any Principal who is a natural person, we may, in its sole discretion, require such interest to be transferred to a third party within 6 months after notice to you. |
| q. Non-competition covenants during the term of the franchise | Section X.C.(1) | Franchisee may not operate or have an interest in a business which is similar to the franchised business (including, without limitation, a fitness location teaching Pilates), <u>subject to applicable state law.</u> |

| Provisions | Section in Franchise Agreement | Summary |
|---|--------------------------------|---|
| r. Non-competition covenants after the franchise is terminated or expires | Sections X.C.(2) | For a period of 2 years, Franchisee may not divert any of its business or customers to a competitor or have an interest in any business that is similar to the franchised business (including, without limitation, a fitness location teaching Pilates) and at the site within a 15-mile radius of the former Franchise site or the location of any Franchise then in existence or under construction-, <u>subject to applicable state law.</u> |
| s. Modification of the agreement | Sections X.A. and XIX.B. | You must comply with the Manuals as periodically amended. The Franchise Agreement may only be modified or amended in writing signed by all parties. |
| t. Integration/merger clause | Section XIX.B. | Only the terms of the Franchise Agreement and other related written agreements are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable. |
| u. Dispute resolution by arbitration or mediation | Section XIX.G. and XIX.H. | You must bring all disputes before our President or Chief Operating Officer before bringing a claim before a third party. After exhausting this internal dispute resolution procedure, at our option, all claims or disputes between you and us must be submitted first to mediation in Fort Worth, Texas in accordance with the American Arbitration Association's Commercial Mediation Rules then in effect. |
| v. Choice of forum | Section XIX.H. Section XIX.I. | All claims not subject to mediation must be brought before a court of general jurisdiction in Fort Worth, Texas, or the United States District Court for the Northern District of Texas. You consent to the exclusive personal jurisdiction and venue of any court of general jurisdiction in Fort Worth, Texas and the United States District Court for the Northern District of Texas, with a jury trial waiver. Please see the State- Specific Addenda attached as Exhibit H to this Disclosure Document for further details. (subject to applicable state law). |
| w. Choice of law | Section XIX.I. | Texas (subject to applicable state law) |

This table lists certain important provisions of the Development Agreement. You should read these provisions in the Development Agreement attached to this Franchise Disclosure Document.

| Provisions | Section in Development Agreement | Summary |
|-------------------------------------|----------------------------------|---|
| a. Length of the franchise term | Section IV. | The earlier of the date Developer's development obligations are complete or 12:00 midnight on the last day of the Development Schedule. |
| b. Renewal or extension of the term | Section III.B. | Franchisor may extend the term of the Development Agreement to allow Developer to develop a replacement Franchise. |

| Provisions | Section in Development Agreement | Summary |
|---|----------------------------------|---|
| l. Franchisor approval of transfer by franchisee | Sections VIII.B. | Franchisor must consent and Developer must meet conditions before transferring. |
| m. Conditions for franchisor approval of transfer | Section VIII.B. | Developer must: pay all amounts due; not be in default; execute a general release; pay transfer fee; remain liable for pre- transfer obligations. Transferee must meet Franchisor's criteria, complete required training, guaranty obligations; enter into then-current development agreement; and pay training, legal and accounting costs associated with transfer. |
| n. Franchisor's right of first refusal to acquire franchisee's business | Section VIII.C. | On 30 days' written notice, Franchisor has the option to purchase an interest being transferred on the same terms and conditions offered by a third party. |
| o. Franchisor's option to purchase your business | N/A | N/A |
| p. Death or disability or franchisee | Section VIII.F. | On death or permanent disability of Developer or a Principal, the person's interest must be transferred to someone Franchisor approves within six months. |
| q. Non-competition covenants during the term of the franchise | Section IX.B.(1) | Developer may not operate or have an interest in a business which is similar to the franchised business. <u>Business, subject to applicable state law.</u> |
| r. Non-competition covenants after the franchise is terminated or expires | Section IX.B.(2) | For two (2) years, Developer may not divert any of Developer's business or customers to a competitor or have an interest in any business that is similar to the franchised business within the Development Area or within a fifteen (15)-mile radius of the location of any Franchise or Studio then in existence or under construction., <u>subject to applicable state law.</u> |
| s. Modification of the agreement | Section XII.B. | You must comply with the Manuals as periodically amended. The Development Agreement may only be modified or amended in writing signed by all parties. |
| t. Integration/merger clause | Section XII.B. | Only the terms of the Development Agreement and other related written agreements are binding. No other representations or promises are binding (subject to state law). Any representations or promises outside of the disclosure document and Development Agreement may not be enforceable. |

| Provisions | Section in Development Agreement | Summary |
|---|-----------------------------------|---|
| u. Dispute resolution by arbitration or mediation | Section XII.F. Section XXII.G. | You must bring all disputes before our President or Chief Operating Officer prior to bringing a claim before a third party. After exhausting this internal dispute resolution procedure, at our option, all claims or disputes between you and us must be submitted first to mediation in Fort Worth, Texas in accordance with the American Arbitration Association’s Commercial Mediation Rules then in effect. |
| v. Choice of forum | Sections XII.F. and XII.G. | All claims not subject to mediation must be brought before a court of general jurisdiction in Fort Worth, Texas, or the United States District Court for the Northern District of Texas. You consent to the personal jurisdiction and venue of any court of general jurisdiction in Fort Worth, Texas, and the United States District Court for the Northern District of Texas. Please see the State-Specific Addenda attached as Exhibit I to this Disclosure Document for further details. (Subject to applicable state law). |
| w. Choice of law | Section XI.H. | Texas (subject to applicable state law) |

**ITEM 18
PUBLIC FIGURES**

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

**ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC’s Franchise Rule permits a franchisor to provide information about the actual or potential performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

BACKGROUND

As of December 31, 2025, there were 73 open BODYBAR Pilates Studios. This Item sets forth historical profit and loss and membership information of 38 of the 73 BODYBAR Pilates Studios (the “Included Studios”) that were open for the duration of the calendar year January 1, 2025 through December 31, 2025 (the “Measurement Period”), and who had not completed a transfer or entered into a letter of intent to transfer ownership for the duration of the Measurement Period. Your Studio will be substantially similar to the Included Studios. The information was taken from financial information uploaded by franchisees to the System’s financial tracking software.

Excluded from this Item are twenty-seven Studios that opened after January 1, 2025 and otherwise were not open for business for the duration of the twelve-month Measurement Period, two Studios that transferred to a new owner(s) in February and November of 2025, one studio that entered into an agreement to transfer in November of 2025, two Studios who failed to timely report their financial statements causing them to fail to meet minimum compliance requirements, and three Studios operated by Speak Light, LLC, which is owned by our co-founders and executive officers Matt and Kamille McCollum. We have not audited or independently verified this information; ~~however, it is all reported through third party financial benchmarking software to ensure uniformity and consistency of the data.~~ We will provide you with written substantiation for the financial performance representation upon reasonable written request.

TABLE 1.1- AVERAGE GROSS SALES, COST OF GOODS SOLD, GROSS PROFIT, NORMALIZED EXPENSES AND NET REVENUES.

Table 1 discloses the average Gross Sales, average Cost of Goods Sold, average Gross Profit, average Normalized Expenses and average Net Income of the Included Studios during the Measurement Period. Also profiled are the top 3rd and bottom 3rd of the Included Studios. 35 of the 38 Included Studios operate 14 Pilates Reformers, and the other three operate with 12 Reformers. As a franchisee, your Studio will be required to operate either 12 or 14 Reformers.

| P&L Category | Average | No. of Included Studios Above/Below | Percentage (%) Above/Below % | Median ⁶ | High ⁷ | Low ⁷ | Top 3 rd ⁸ | Bottom 3 rd ⁸ |
|---------------------------------------|------------|-------------------------------------|------------------------------|---------------------|-------------------|------------------|----------------------------------|-------------------------------------|
| Gross Sales¹ | \$ 766,821 | 18/20 | 47/53 | \$ 756,694 | \$ 1,054,516 | \$ 420,002 | \$ 939,878 | \$ 597,451 |
| Cost of Goods Sold² | \$ 30,513 | 14/24 | 37/63 | \$ 24,347 | \$ 83,122 | \$ 7,205 | \$ 43,556 | \$ 21,693 |
| Gross Profit³ | \$ 736,426 | 19/19 | 50/50 | \$ 737,077 | \$ 1,010,655 | \$ 410,908 | \$ 896,322 | \$ 575,758 |
| Normalized Expense⁴ | \$ 553,780 | 22/16 | 58/42 | \$ 566,469 | \$ 711,341 | \$ 387,593 | \$ 598,646 | \$ 480,047 |
| Net Income⁵ | \$ 182,646 | 19/19 | 50/50 | \$ 177,297 | \$ 389,940 | \$ 1,802 | \$ 293,255 | \$ 95,712 |

Notes to Table 1.1

1. Gross Sales is defined as all revenues from the sale of memberships, late/cancel no-show fees, instructor training fees and retail sales. The average is calculated by dividing the sum of Gross Sales by 38.

2. Cost of Goods Sold is the cost of goods purchased to sell in the studio. The average is calculated by dividing the sum of Cost of Goods Sold by 38.

3. Gross Profit is the difference between Gross Sales and Cost of Goods Sold.

4. Normalized Expenses are certain common expenses shared by the Included Studios comprised of accounting fees, advertising and promotion costs, labor, independent contractor fees, insurance, marketing fund contributions, merchant services, office and general administrative, rent, repairs and maintenance, royalty, sales tax, supplies, technology fees, telephone expense and utilities. The average is calculated by dividing the sum of Normalized Expenses by 38. It doesn't include debt payments, interest payments and uncommon expenses, such as charitable giving,

meals, entertainment and travel.

5. Net Income is defined as the difference between Gross Profit less Normalized Expenses.

6. The median is the middle value in an ordered dataset, separating the higher half from the lower half.

7. The High shows the highest value disclosed by a Studio for each respective category. The Low is the lowest value disclosed by a Studio for each respective category. These will not add-up as each category may have had a different Studio disclose the High or Low for the respective categories.

8. Top 3rd is defined as the 13 Studios with the highest for each row being described (Gross Sales, COGS, Gross Profit, NE, NI). Bottom 3rd is defined as the 12 Studios with the lowest for each row being described.

9. We note that two Studios were excluded from this Table 1.1 on account of their failure to timely report their financial statements causing them to fail to meet minimum compliance requirements. These Studios had Gross Sales of \$516,882 and \$442,506 respectively during the Measurement Period.

TABLE 1.2 – BREAKDOWN OF REVENUE BY INCOME CATEGORY

Table 1.2 provides a breakdown of revenue by Income Category as a percentage of Gross Sales for the Included Studios over the Measurement Period. This table shows the average, high, median and low percentage for each Income Category.

| Income Category | Average % of Total Income¹ | Low | Median | High |
|---------------------------|--|------------|---------------|-------------|
| Membership Revenue | 76.1% | 66.1% | 76.0% | 84.4% |
| Credit Packages | 11.0% | 4.9% | 10.3% | 22.1% |
| Retail | 5.6% | 2.2% | 4.8% | 15.7% |
| Fees | 5.4% | 2.9% | 5.3% | 7.6% |
| Training | 1.7% | 0.0% | 1.5% | 5.0% |
| Other Income | 0.2% | 0.0% | 0.2% | 0.5% |

Notes to Table 1.2

1. Total Income is the sum of all money received by the Franchisee from all sources before taxes, deductions, or exemptions are taken out. The Average, Low, Median, and High for each Income Category is determined by dividing Gross Sales for Included Studios over the Measurement Period.
2. Membership Revenue is the income derived from the sale of recurring memberships.
3. Credit Packages is the income derived from selling class packages that typically have a 6-month expiration and may be a single, five, 10 or 20 class package.

| Studio Location | Opening Month | # of Founding Memberships Sold |
|----------------------------|--------------------------|---|
| TX | 25-Jan | 137 |
| TX | 25-Jan | 150 |
| AL | 25-Jan | 155 |
| IL | 25-Jan | 171 |
| FL | 25-Feb | 230 |
| Studio Location | Opening Month | # of Founding Memberships Sold |
| AL | 25-Feb | 292 |
| TX | 25-Feb | 237 |
| TX | 25-Mar | 264 |
| CA | 25-Mar | 149 |
| FL | 25-Jun | 178 |
| GA | 25-Jul | 204 |
| CA | 25-Jul | 78 |
| GA | 25-Jul | 235 |
| WV | 25-Jul | 309 |
| TX | 25-Aug | 111 |
| KS | 25-Sep | 187 |
| KS | 25-Sep | 252 |
| FL | 25-Oct | 160 |
| NY | 25-Oct | 86 |
| OH | 25-Oct | 172 |
| FL | 25-Oct | 266 |
| TX | 25-Oct | 155 |
| AZ | 25-Nov | 125 |
| FL | 25-Nov | 181 |
| NC | 25-Nov | 146 |
| TX | 25-Nov | 180 |
| IA | 25-Dec | 139 |
| | | |
| Average | | 183 |
| High | | 309 |
| Low | | 78 |
| Median | | 172 |

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

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

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Schedule I
State Specific Addenda

Attachments

| | | |
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| Attachment | A | Principal’s Guaranty and Assumption Agreement |
| Attachment | B | Confidentiality and Non-Competition Agreement |
| Attachment | C | Lease Rider |
| Attachment | D | Form of Release |

nor any of the Principals shall, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, persons, partnership, corporation, limited liability company, or other entity or association:

(a) Directly or indirectly divert, or attempt to divert, any business or customer of the franchised business to any competitor or do or perform any other act injurious or prejudicial to the goodwill associated with the Marks, the Intellectual Property and the System.

(b) Except with respect to Studios operated under valid agreements with Franchisor, own, maintain, operate, engage in, or have any financial or beneficial interest in, advise, assist or make loans to, any business that is the same as or similar to a BODYBAR Studio (including, without limitation, a fitness location teaching Pilates) and which is located within the United States, its territories or commonwealths, or any other country, province, state or geographic area in which Franchisor or an Affiliate of Franchisor has used, sought registration of or registered the Marks or similar marks or operates or licenses others to operate a business under the Marks or similar marks.

(2) With respect to Franchisee, for a continuous uninterrupted period commencing upon the expiration, termination, or transfer of all of Franchisee's interest in, this Agreement (or, with respect to each of the Principals, commencing upon the earlier of: (i) the expiration or termination of, or transfer of all of Franchisee's interest in, this Agreement; or (ii) the time such individual or entity ceases to satisfy the definition of "Principal" under this Agreement) and continuing for two (2) years thereafter, except as otherwise approved in writing by Franchisor, neither Franchisee, nor any of the Principals shall, directly or indirectly, for themselves, or through, on behalf of, or in conjunction with any other person, persons, partnership, corporation, limited liability company, or other entity or association:

(a) Directly or indirectly divert, or attempt to divert, any business or customer of the franchised business to any competitor or do or perform any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

(b) Except with respect to Studios operated under valid agreements with Franchisor, own, maintain, operate, engage in, or have any financial or beneficial interest in, advise, assist, or make loans to any business the same as or similar to a BODYBAR Studio (including, without limitation, a fitness location teaching Pilates) and which is, or is intended to be, located: (i) at the Location, in Franchisee's Protected Area or within fifteen (15) miles of Franchisee's Protected Area, (ii) within any other BODYBAR Franchisee Protected Area or within fifteen (15) miles of any other BODYBAR Franchisee's Protected Area or within fifteen (15) miles of any other business which is franchised, owned, operated or managed by Franchisor or its affiliates, (iv) via the Internet or other form of e-commerce, wherever located; or (v) within Fifteen (15) miles of any territory in existence or under development during the term of the Franchise Agreement between Franchisor and Franchisee.

(c) Interfere with any relationship or contractual arrangement with any supplier or service provider to Franchisor, any Affiliate of Franchisor or any Studio.

in writing at least One Hundred and Eighty (180) days but not more than Three Hundred and Sixty (360) days prior to the expiration of the Initial Term or any Renewal Term;

(2) Not more than 12 months prior to the expiration of term, Franchisee shall ~~refurbish, repair~~ have remodeled, refurbished, repaired, or replaced, at Franchisee's cost and expense, all equipment, electronic cash register systems, computer systems, signs, interior and exterior decor items, fixtures, furnishings, supplies, and other products and materials required for the operation of the Studio as Franchisor may reasonably require and shall otherwise upgrade the Studio to reflect the then-current standards and image of the System;

(3) Franchisee shall not be in default of any provision of this Agreement, any amendment hereof or successor hereto; neither Franchisee nor its affiliates shall be in default of any other agreement with Franchisor or any of its affiliates; and Franchisee and its affiliates shall have substantially and timely complied with the terms and conditions of such agreements during the respective terms thereof;

(4) Franchisee shall have timely satisfied all monetary obligations owed to Franchisor and its affiliates under this Agreement and any other agreement between Franchisee or any of its affiliates and Franchisor or any of its affiliates;

(5) Franchisee shall execute Franchisor's then-current form of franchise agreement, which agreement shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement, including, without limitation, a higher Royalty Fee and advertising contribution or expenditure requirements;

(6) Franchisee shall satisfy Franchisor's then-current training requirements for renewing franchisees at its sole expense, if any;

(7) Franchisee and its Principals shall execute a general release of any and all claims against Franchisor, its affiliates, and their respective officers, directors, shareholders, partners, members, agents, representatives, independent contractors, servants, and employees, past and present, in their corporate and individual capacities, including, without limitation, claims arising under this Agreement or under federal, state, or local laws, rules, regulations, or orders in the form attached hereto as Attachment D;

(8) Franchisee shall present evidence satisfactory to Franchisor that Franchisee has the right to remain in possession of the premises of the Studio during the renewal term or obtain Franchisor's consent to a new site for the Studio;

(9) Franchisee shall pay Franchisor a renewal fee of ten thousand dollars (\$10,000); and

(10) Franchisee shall agree to any reasonable proposed modification to the boundaries of the Protected Area, if any, due to shifts in population, commercialization or urbanization.

charge a reasonable fee for these additional training programs and seminars. Franchisee must pay all expenses Franchisee, or its personnel incur in any training program or seminars, including the cost of travel, lodging, meals, and wages. Moreover, Franchisee's Fitness Manager must successfully complete the prescribed elements of the Founding Instructor Training Program below at least 30 days prior to the opening of the Studio.

(7) Franchisor may, in its discretion, hold an Annual Franchise Meeting at a location to be selected by the Franchisor. Franchisor requires, and Franchisee hereby agrees, that Franchisee's Operating Principal shall attend, and encourages the Studio Manager and/or Fitness Manager to also attend the Annual Franchise Meeting. Franchisor presently charges a registration fee to attend the Annual Franchise Meeting, currently one thousand one hundred ninety nine dollars (\$1,199), which is subject to change. Additionally, Franchisee must pay all expenses Franchisee incurs in attending the Annual Franchise Meeting, including the cost of travel, lodging, meals and wages of its attendee(s). If Franchisee's Operating Principal, or Studio Manager fails to attend the Annual Franchise Meeting, then Franchisor may require Franchisee's personnel to attend mandatory or alternative training at Franchisee's costs (which may exceed the costs of attending the Annual Franchise Meeting) or terminate this Agreement, in Franchisor's sole discretion.

H. Legal Compliance. In addition to complying with its obligations under this Agreement, Franchisee shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and orders. Such laws, rules, regulations, ordinances, and orders vary from jurisdiction to jurisdiction and may be amended or implemented or interpreted in a different manner from time to time. It is Franchisee's sole responsibility to apprise itself of the existence and requirements of all such laws, rules, regulations, ordinances, and orders and to adhere to them at all times during the term of this Agreement.

I. Powers of Attorney. Franchisee hereby appoints Franchisor its true and lawful attorney in-fact, with full power and authority to: (i) assign to Franchisor upon the termination or expiration of this Agreement (a) all rights to the telephone numbers of the Studio, any related business directory listings, and all rights to any website listings or services, search engines or systems, social media sites or listings, and any other business listings related to the Studio and (b) at Franchisor's option, Franchisee's interest in any lease for the premises of the Studio and any equipment used in the operation of the Studio; and (ii) obtain any and all returns and reports related to the Studio that Franchisee files with any local, state, or federal taxing authority. Such powers of attorney shall survive the expiration or termination of this Agreement, and Franchisee shall execute such forms and documents as Franchisor deems necessary to appoint Franchisor its true and lawful attorney-in-fact with full power and authority for the foregoing purposes.

J. No Competing Interests. Franchisee warrants and represents that neither Franchisee nor any of its affiliates or Principals own, operate, or have any financial or beneficial interest in any business that is the same as or similar to a Studio.

K. Anti-Terrorist Activities. Without limiting the generality of Section VI.H., Franchisee certifies that neither Franchisee nor its owners, employees, or anyone associated with Franchisee is listed in the Annex to Executive Order 13224. (The Annex is available at

respect to each of the Principals, for so long as such person satisfies the definition of “Principal” under this Agreement), except as otherwise approved in writing by Franchisor, neither Franchisee nor any of the Principals shall, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, persons, partnership, corporation, limited liability company, or other entity or association:

(a) Directly or indirectly divert, or attempt to divert, any business or customer of the franchised business to any competitor or do or perform any other act injurious or prejudicial to the goodwill associated with the Marks, the Intellectual Property and the System.

(b) Except with respect to Studios operated under valid agreements with Franchisor, own, maintain, operate, engage in, or have any financial or beneficial interest in, advise, assist or make loans to, any business that is the same as or similar to a BODYBAR Studio (including, without limitation, a fitness location teaching Pilates) and which is located within the United States, its territories or commonwealths, or any other country, province, state or geographic area in which Franchisor or an Affiliate of Franchisor has used, sought registration of or registered the Marks or similar marks or operates or licenses others to operate a business under the Marks or similar marks.

(2) With respect to Franchisee, for a continuous uninterrupted period commencing upon the expiration, termination, or transfer of all of Franchisee’s interest in, this Agreement (or, with respect to each of the Principals, commencing upon the earlier of: (i) the expiration or termination of, or transfer of all of Franchisee’s interest in, this Agreement; or (ii) the time such individual or entity ceases to satisfy the definition of “Principal” under this Agreement) and continuing for two (2) years thereafter, except as otherwise approved in writing by Franchisor, neither Franchisee, nor any of the Principals shall, directly or indirectly, for themselves, or through, on behalf of, or in conjunction with any other person, persons, partnership, corporation, limited liability company, or other entity or association:

(a) Directly or indirectly divert, or attempt to divert, any business or customer of the franchised business to any competitor or do or perform any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

(b) Except with respect to Studios operated under valid agreements with Franchisor, own, maintain, operate, engage in, or have any financial or beneficial interest in, advise, assist, or make loans to any business the same as or similar to a BODYBAR Studio (including, without limitation, a fitness location teaching Pilates) and which is, or is intended to be, located: (i) at the Location, in Franchisee’s Protected Area or within fifteen (15) miles of Franchisee’s Protected Area, (ii) within any other BODYBAR Franchisee Protected Area or within fifteen (15) miles of any other BODYBAR Franchisee’s Protected Area or within fifteen (15) miles of any other business which is franchised, owned, operated or managed by Franchisor or its affiliates, (iv) via the Internet or other form of e-commerce, wherever located; or (v) within Fifteen (15) miles of any territory in existence or under development during the term of the Franchise Agreement between Franchisor and Franchisee.

(c) Interfere with any relationship or contractual arrangement with any

W. Agreement Effective Upon Execution by Franchisor. This Agreement shall not become effective until signed by an authorized representative of Franchisor.

~~X. Representation. Franchisee warrants and represents to Franchisor that Franchisee has not received from Franchisor or any of its representatives any information concerning actual or potential earnings of the franchise contemplated hereunder and that Franchisee has not relied on any such earnings representations made by Franchisor or its representatives in making the decision to purchase the franchise represented by this Agreement.~~

~~XX. FRANCHISEE'S ACKNOWLEDGMENTS~~

~~A. Independent Investigation. Franchisee acknowledges that it has conducted an independent investigation of the business venture contemplated by this Agreement and recognizes that the success of this business venture involves substantial business risks and will largely depend upon the ability of Franchisee. Franchisor expressly disclaims making, and Franchisee acknowledges that it has not received or relied on, any warranty or guarantee, express or implied, as to the potential volume, profits, or success of the business venture contemplated by this Agreement.~~

~~B. Consultation with Advisors. Franchisee acknowledges that Franchisee has received, read, and understands this Agreement and the related Attachments and agreements and that Franchisor has afforded Franchisee sufficient time and opportunity to consult with advisors selected by Franchisee about the potential benefits and risks of entering into this Agreement.~~

~~X. Limitation on Action. Franchisee agrees that no cause of action arising out of or under the Franchise Agreement may be maintained by Franchisee unless brought before the expiration of one (1) year after the act, transaction or occurrence upon which such action is based or the expiration of one (1) year after Franchisee becomes aware of facts or circumstances reasonably indicating that Franchisee may have a claim against the Franchisor, whichever occurs sooner, and that any action not brought within this period shall be barred as a claim, counterclaim, defense or set-off.~~

~~XX. OMITTED.~~

XXI. CERTAIN DEFINITIONS

A. An "Affiliate" of a named person is any person or entity that is controlled by, controlling, or under common control with such named person.

B. "Annual Franchise Meeting" means a scheduled annual meeting or conference organized by the Franchisor pursuant to Section VI.G hereof.

C. "Business Day" means any day other than Saturday, Sunday or the following national holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, and Christmas.

D. "Confidential Information" means any confidential or proprietary information, knowledge, or know-how concerning the methods of establishing and operating the Studio and the
BODYBAR Franchising, LLC
2026 Franchise Agreement

V. “Studio Manager” means the individual responsible for managing the day-to-day operation of the Studio.

W. “Taxes” means any present or future taxes, levies, imposts, duties, or other charges of whatsoever nature, including any interest or penalties thereon, imposed by any government or political subdivision of such government on or relating to the operation of the franchised business, the payment of monies, or the exercise of rights granted pursuant to this Agreement, except taxes imposed on or measured by Franchisor’s net income.

~~**XXII. ACKNOWLEDGMENT. Franchisee acknowledges and represents that:**~~

~~A. Franchisor has made no promise or representation to Franchisee as to the renewal of this Agreement or the grant of a new franchise after the end of the Initial Term set forth in Section III hereof;~~

~~B. Franchisee has received a copy of this Agreement, has read and understands all obligations being undertaken, and has had an opportunity to consult with its attorney with respect thereto at least fourteen (14) calendar days prior to execution;~~

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative as of the date indicated below.

FRANCHISOR:

FRANCHISEE:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT D
LIST OF FRANCHISEES
As of December 31, 2025

Open/Opened Franchised Locations

| State | Address | Contact Details | Owner |
|-------------------|--|---|---|
| Alabama | BODYBAR- Cahaba Heights 4317 Dolly Ridge Road, Suite 117 Vestavia Hills Cahaba Heights, Alabama 35243 | Business: (205) 538-5563 eMail: cahabaheights@bodybarpilates.com | Brian Hubbard (I), Katie Hubbard (I), Kayla Jackson (I), BK2 (E) |
| <u>Alabama</u> | BODYBAR - Knox Square 5856 Elsie Road Hoover - Knox Square, Alabama 35244 | Business: (205) 417-4232 eMail: knoxsquare@bodybarpilates.com | Brian Hubbard (I), Katie Hubbard (I), Kayla Jackson (I), BK2 (E) |
| <u>Alabama</u> | BODYBAR - Tuscaloosa 2312 Gary Fitts St. Tuscaloosa, Alabama 35401 | Business: (205) 878-3058 eMail: tuscaloosa@bodybarpilates.com | Brian Hubbard (I), Katie Hubbard (I), Kayla Jackson (I), BK2 (E) |
| Arizona | BODYBAR- Scottsdale Ranch 10135 E. Via Linda, Suite C111 Scottsdale, Arizona 85258 | Business: (480) 870-8868 eMail: scottsdaleranch@bodybarpilates.com | Shannon Decator (I), Taylor Eldredge (I), GSPL STUDIOS LLC (E) |
| <u>Arizona</u> | BODYBAR - Chandler 2490 S. Gilbert Rd. Suite 100 Chandler, Arizona 85286 | Business: (480) 433-8543 eMail: chandler@bodybarpilates.com | Lindsey Pyles (I), AZ Fitness LLC (E) |
| California | BODYBAR- Dublin 3910 Fallon Rd Dublin, California 94568 | Business: (415) 432-9019 eMail: dublin@bodybarpilates.com | Shawn Cousins (I), SGC Project One, INC (E) |
| <u>California</u> | BODYBAR- Parkway 25085 Blue Ravine Road Suite 120 FOLSOM, California 95630 | Business: (916) 294-7815 eMail: parkway@bodybarpilates.com | Jessica Stroud (I), John Stroud (I), Joshua Stroud (I), Inner Peaks LLC (E) |
| <u>California</u> | BODYBAR- Pleasant Hill Pleasant Hill Plaza 1918 Contra Costa Blvd. Pleasant Hill, California 94523 | Business: (925) 600-2001 eMail: pleasanthill@bodybarpilates.com | Melissa Hahn (I), Sunrock Fitness LLC (E) |
| <u>California</u> | BODYBAR- Elk Grove 8547 Elk Grove Blvd Elk Grove, California 95624 | Business: (916) 627-1803 eMail: elkgrove@bodybarpilates.com | Kimberly Maltbie (I), Lindsey Williams (I), Nathanael Williams (I), Nicholas Maltbie (I), KLN FITNESS LLC (E) |
| <u>California</u> | BODYBAR - La Jolla-UTC 3979 Governor Drive San Diego, California 92122 | Business: (619) 326-9500 eMail: lajolla-utc@bodybarpilates.com | Diane Marie Perez-Sandor (I), Franklin Libenson-Violante (I), WELLSPHERE GROUP, INC (E) |
| <u>California</u> | BODYBAR- La Costa 3247 Camino De Los Coches Suite 210 Carlsbad, CA 92009 Carlsbad, California 92009 | Business: (760) 402-5771 eMail: lacosta@bodybarpilates.com | Christian Pena (I), Madeline Pena (I), Tourmaline Fitness LLC (E) |
| <u>California</u> | BODYBAR - Huntington Beach 7656 Edinger Ave Huntington Beach, California 92647 | Business: (714) 845-9550 eMail: huntingtonbeach@bodybarpilates.com | Suzana (Suzy) Morales (I), SCL Fitness, Inc. (E) |
| Florida | BODYBAR- Lakewood Ranch 7600 Island Cove Terrace Suite 102 Lakewood Ranch (Sarasota), Florida 34240 | Business: (941) 375-9042 eMail: lakewoodranch@bodybarpilates.com | Kristin Ward (I), Shane Ward (I), Coco Isle LLC (E) |
| <u>Florida</u> | BODYBAR-Downtown Sarasota 62 S. Lemon Ave. Sarasota, Florida 34236 | Business: (941) 236-2576 eMail: sarasota@bodybarpilates.com | Kristin Ward (I), Shane Ward (I), Coco Isle LLC (E) |

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| Florida | BODYBAR- Osprey 1258 South Tamiami Trail Osprey, Florida 34229 | Business: (941) 966-6692 eMail: osprey@bodybarpilates.com | Kristin Ward (I), Radar Collab LLC (E) |
| Florida | BODYBAR- Downtown Tampa 1171 E Kennedy Blvd. Suite 11 Tampa, Florida 33602 | Business: (813) 798-5771 eMail: downtowntampa@bodybarpilates.com | (1) Sarah Chaves (I), Charles Chaves (I), Lucy Chaves (I), CHAVES LLC (E) |
| Florida | BODYBAR - Riverview 10437 Gibsonton Dr Riverview, Florida 33578 | Business: (813) 345-4742 eMail: sarah.chaves@bodybarpilates.com | (1) Sarah Chaves (I), CHAVES LLC (E) |
| State | Address | Contact Details | Owner |
| Florida | BODYBAR- North Naples 7211 Vanderbilt Beach Rd. Ste. #15 Naples North Naples, Florida 34119 | Business: (239) 990-7284 eMail: northnaples@bodybarpilates.com | Kristin Ward (I), Shane Ward (I), Suzanne Lince (I), COAST PILATES LLC (E) |
| Florida | BODYBAR - Estero 10021 Estero Town Commons Place, Suite 102B Estero, Florida 33928 | Business: (239) 492-2665 eMail: estero@bodybarpilates.com | Kristin Ward (I), Shane Ward (I), Suzanne Lince (I), COAST PILATES LLC (E) |
| Florida | BODYBAR- Orlando SODO 2875 S Orange Ave Ste 540 Orlando, Florida 32806 | Business: (407) 545-4710 eMail: orlandosodo@bodybarpilates.com | Kimberly Dias (I), Rockmore Management, LLC (E) |
| Florida | BODYBAR - Heritage Harbour 8540 Heritage Green Way Bradenton, Florida 34212 | Business: (941) 334-2999 eMail: heritageharbour@bodybarpilates.com | Chris Monoki (I), Laura Salata (I), Melissa Monoki (I), Ronald Salata (I), BE THE CHANGE, Lakewood Ranch LLC (E) |
| Florida | BODYBAR- Venice 4135 S Tamiami Trail VENICE, Florida 34293 | Business: (941) 493-2990 eMail: venice@bodybarpilates.com | Chris Monoki (I), Laura Salata (I), Melissa Monoki (I), Ronald Salata (I), BE THE CHANGE - VENICE, INC. (E) |
| Florida | BODYBAR- Odessa 16216 State Road 54 Unit #E800 Odessa, Florida 33556 | Business: (813) 557-4294 eMail: odessa@bodybarpilates.com | Jennifer Waxler (I), Scott Waxler (I), FIT WELL LLC (E) |
| Florida | BODYBAR - Mandarin 10601 San Jose Boulevard Suite 101 Jacksonville, Florida 32257 | Business: (904) 902-9094 eMail: mandarin@bodybarpilates.com | Logan Ridley (I), Stephanie Ridley (I), Ridley Fitness Jacksonville, LLC (E) |
| Florida | BODYBAR - Belleair Bluffs 2973 West Bay Drive Belleair Bluffs, Florida 33770 | Business: (727) 603-1075 eMail: belleairbluffs@bodybarpilates.com | Diana Ritzler (I), Rick Scott (I), Pilates by Diana, LLC (E) |
| Georgia | BODYBAR- Alpharetta 210 S Main St Alpharetta, Georgia 30009 | Business: (678) 336-0284 eMail: Alpharetta@bodybarpilates.com | Shannon Renegar (I), Part Three LLC (E) |
| Georgia | BODYBAR- Roswell 1570 Holcomb Bridge Road, Ste. 200 Roswell, Georgia 30076 | Business: (678) 336-2377 eMail: roswell@bodybarpilates.com | Shannon Renegar (I), Part Three LLC (E) |
| Georgia | BODYBAR- East Cobb 3460 Sandy Plains Road East Cobb, Georgia 30066 | Business: (360) 607-4677 eMail: joe.stockman@bodybarpilates.com | Joe Stockman (I), Level 5 Ventures LLC (E) |
| Georgia | BODYBAR - Vinings 2355 Cumberland Parkway SE, Suite 40 Atlanta, Georgia 30339 | Business: (404) 822-1107 eMail: vinings@bodybarpilates.com | Joe Stockman (I), Higher Level Venture LLC (E) |
| Georgia | BODYBAR - The Avenue West Cobb 3625 Dallas Hwy Ste 725 Marietta, Georgia 30064 | Business: (770) 573-4005 eMail: westcobb@bodybarpilates.com | Carrie Campbell (I), Embrace the Shake Pilates, LLC (E) |
| Idaho | BODYBAR- Eagle 57 N Echohawk Ln Suite 103 Eagle, Idaho 83616 | Business: (208) 939-7900 eMail: eagle@bodybarpilates.com | Nikki Carlton (I), Robert Carlton (I), Janiroc Fitness LLC (E) |
| Idaho | BODYBAR- Barber Valley 3176 E. Barber Valley Dr., Suite B Boise, Idaho 83706 | Business: (208) 757-4321 eMail: barbervalley@bodybarpilates.com | Nikki Carlton (I), Robert Carlton (I), Janiroc Fitness LLC (E) |
| Illinois | BODYBAR- Wicker Park 1474 N. Milwaukee Avenue Chicago, Illinois 60622 | Business: (312) 668-7722 eMail: shannon.handy@bodybarpilates.com | Luke Dreiling (I), Shannon Handy (I), The Body Collective (E) |

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| | Chicago—Wicker Park, Illinois | | |
| <u>Illinois</u> | BODYBAR- Fulton Market 1035 W. Lake Street, Suite 100A Chicago—Fulton Market, Illinois 60607 | Business: (312) 668-7722 eMail: shannon.handy@bodybarpilates.com | Luke Dreiling (I), Shannon Handy (I), The Body Collective (E) |
| <u>Illinois</u> | BODYBAR- Evanston 710 Church St. .. Evanston, Illinois 60201 | Business: (312) 668-7722 eMail: evanston@bodybarpilates.com | Luke Dreiling (I), Shannon Handy (I), The Body Collective (E) |
| <u>Illinois</u> | BODYBAR - Oak Park 106 N. Maple Avenue .. Oak Park, Illinois 60301 | Business: (708) 575-7849 eMail: oakpark@bodybarpilates.com | Amanda Jones (I), Zoecina, LLC (E) |
| Iowa | BODYBAR - Ankeny- 1630 South Ankeny Blvd .. Suite 116 .. Ankeny, Iowa 50023 | Business: (515) 313-0107 eMail: ankeny@bodybarpilates.com | Cassandra Da'luz Vieira (I), Kalene Hoffmann (I), Powerhouz LLC (E) |
| <u>State</u> | <u>Address</u> | <u>Contact Details</u> | <u>Owner</u> |
| Kansas | BODYBAR- East Wichita 9747 E 21st Street, Ste. 107 .. Wichita, Kansas 67206 | Business: (316) 494-0413 eMail: kalene.hoffmann@bodybarpilates.com | Kalene Hoffmann (I), KMH Investments (E) |
| <u>Kansas</u> | BODYBAR-South Overland Park 13340 Metcalf Avenue .. Overland Park, Kansas 66213 | Business: (913) 907-0904 eMail: southoverlandpark@bodybarpilates.com | Antonio Velez Suberbie (I), Pamela Suarez Ugalde (I), VS Holdings, LLC (E) |
| <u>Kansas</u> | BODYBAR- Lenexa 12825 W 87th St Parkway, Lenexa KS 66215 Lenexa, Kansas | Business: (913) 302-5950 eMail: lenexa@bodybarpilates.com | Antonio Velez Suberbie (I), Pamela Suarez Ugalde (I), VS Holdings, LLC (E) |
| <u>Kansas</u> | BODYBAR- West Wichita 3807 N Maize Rd. Suite 120 .. Wichita, Kansas 67205 | Business: (316) 396-0070 eMail: westwichita@bodybarpilates.com | Bridgett Combes (I), BNC HOLDINGS LLC (E) |
| <u>Kansas</u> | BODYBAR - Derby 2901 N Rock Rd. Suite 900 .. Derby, Kansas 67037 | Business: (316) 246-1008 eMail: derby@bodybarpilates.com | Bridgett Combes (I), BNC HOLDINGS LLC (E) |
| <u>Kansas</u> | BODYBAR - Auburn Hills 13303 W Maple Ave Suite 131 .. Goddard, Kansas 67235 | Business: (316) 494-6347 eMail: auburnhills@bodybarpilates.com | Cassandra Da'luz Vieira (I), Kalene Hoffmann (I), Powerhouz LLC (E) |
| Michigan | BODYBAR- Cascade 6447 28th St SE .. Grand Rapids, Michigan 49546 | Business: (616) 213-3988 eMail: cascade@bodybarpilates.com | Lyndsay Kalceec (I), Sara Vilcans (I), The Lynzara Company (E) |
| Missouri | BODYBAR- Downtown KC 3660 Broadway .. Kansas City, Missouri 66044 | Business: (816) 355-4774 eMail: downtownkc@bodybarpilates.com | Cassandra Da'luz Vieira (I), Kalene Hoffmann (I), Peaches, LLC (E) |
| New Jersey | BODYBAR- Washington Township 261 Hurffville-Cross Keys Road .. Washington Township, New Jersey 08080 | Business: (609) 775-9962 eMail: washingtontownship@bodybarpilates.com | Jaclyn Bates (I), Nicholas Bates (I), JC Ozzy Enterprises LLC (E) |
| New York | BODYBAR - Melville 925 Walt Whitman Rd .. Melville, New York 11747 | Business: (516) 865-0722 eMail: melville@bodybarpilates.com | Maude Schwartz (I), Victor Schwartz (I), Balance & Flow Pilates, INC (E) |
| North Carolina | BODYBAR - Charlotte-Stonecrest 7808 Rea Road .. Suite C .. Charlotte, North Carolina 28277 | Business: (704) 243-8462 eMail: charlottestonecrest@bodybarpilates.com | Douglas Downing (I), Joy Downing (I), Downing Holdings LLC (E) |
| Ohio | BODYBAR - Centerville 5268 Cornerstone North Boulevard 45440 .. Centerville, Ohio 45440 | Business: (937) 388-9922 eMail: centerville@bodybarpilates.com | Steffeny Hanley (I), SCOPE Pilates, LLC (E) |
| South Carolina | BODYBAR- Greenville 320 Falls St. .. Suite E .. Greenville, South Carolina 29601 | Business: (864) 887-8526 eMail: greenville@bodybarpilates.com | Carly Volwiler (I), Volwiler Holdings LLC (E) |

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| Texas | BODYBAR- West 7TH Ft Worth 3236 West 7th St, Suite A Fort Worth — West 7th , Texas 76107 | Business: (817) 862-9550 eMail: Fortworth@bodybarpilates.com | Kamille McCollum (I), Matt McCollum (I), Speak Light, LLC (E) |
| <u>Texas</u> | BODYBAR- Tanglewood 3000 South Hulen Street Fort Worth — Tanglewood , Texas 76109 | Business: (817) 862-9550 eMail: Tanglewood@bodybarpilates.com | Kamille McCollum (I), Matt McCollum (I), Speak Light, LLC (E) |
| <u>Texas</u> | BODYBAR- Plano 1900 Preston Road, Plano, Texas 75093 | Business: (972) 867-6333 eMail: Plano@bodybarpilates.com | Kamille McCollum (I), Matt McCollum (I), Speak Light, LLC (E) |
| <u>Texas</u> | BODYBAR- Keller 1400 Keller Pkwy Keller, Texas 76248 | Business: (817) 994-2666 eMail: Keller@bodybarpilates.com | Cory White (I), Nicole White (I), PHXBAR INC (E) |
| <u>Texas</u> | BODYBAR - Southlake 1201 E State Hwy 114 #160, 76092 Southlake, Texas 76092 | Business: (817) 646-3810 eMail: southlake@bodybarpilates.com | Cory White (I), Nicole White (I), PHXBAR 2, LLC (E) |
| <u>Texas</u> | BODYBAR- Frisco 7932 Preston Road Frisc , Texas 75034 | Business: (972) 292-9422 eMail: frisco@bodybarpilates.com | David Stanley (I), Janet Stanley (I), 2nd Chapter Ventures, Inc. (E) |
| <u>Texas</u> | BODYBAR- Flower Mound 2840 Flower Mound Blvd. Suite 140 Flower Mound , Texas 75022 | Business: (469) 837-8808 eMail: flowermound@bodybarpilates.com | Jyoti Bhatia (I), Vivek Bhatia (I), Core Balance LLC (E) |
| <u>State</u> | <u>Address</u> | <u>Contact Details</u> | <u>Owner</u> |
| <u>Texas</u> | BODYBAR- Bee Cave 12101 Bee Cave Road, Suite 5A Bee Cave , Texas 78738 | Business: (512) 508-8530 eMail: beecave@bodybarpilates.com | Katy Kenney (I), NFLOW Pilates LLC (E) |
| <u>Texas</u> | BODYBAR- Katy 28105 S. Firethorne Rd. Katy , TX 77494 KATY, Texas 77494 | Business: (281) 210-5548 eMail: katy@bodybarpilates.com | Karie Maharaj (I), Varune Maharaj (I), Fit Body Health Club LLC (E) |
| <u>Texas</u> | BODYBAR - Cypress 9430 Fry Road Suite 500 Cypress , Texas 77433 | Business: (346) 291-4197 eMail: cypress@bodybarpilates.com | Karie Maharaj (I), Varune Maharaj (I), Fit Body Flex Club LLC (E) |
| <u>Texas</u> | BODYBAR- McKinney 1800 N Stonebridge Dr Suite #130 MCKINNEY , Texas 75071 | Business: (469) 678-8421 eMail: mckinney@bodybarpilates.com | Daryl Parker (I), Jennifer Parker (I), PP Allen LLC (E) |
| <u>Texas</u> | BODYBAR - Allen 596 E Stacy Rd., Suite 1150 Allen , Texas 75002 | Business: (469) 342-4015 eMail: allen@bodybarpilates.com | Daryl Parker (I), Jennifer Parker (I), PP Allen LLC (E) |
| <u>Texas</u> | BODYBAR- Woodforest Pine Market 900 New Day Avenue, Ste. 1100 Montgomery , Texas 77316 | Business: (832) 941-0583 eMail: woodforest@bodybarpilates.com | Jennifer Rubino (I), Stephanie Moore (I), Bodies In Motion (E) |
| <u>Texas</u> | BODYBAR- Dallas Uptown 4514 Travis Street Dallas , Texas 75208 | Business: (214) 520-2227 eMail: Dallas@bodybarpilates.com | Michelle Reed (I), M S Reed Holding Company, Inc. (E) |
| <u>Texas</u> | BODYBAR - Preston Hollow 11661 Preston Rd., Suite 302 Dallas, Texas 75230 | Business: (972) 295-9011 eMail: prestonhollow@bodybarpilates.com | Michelle Reed (I), M S Reed Holding Company, Inc. (E) |
| <u>Texas</u> | BODYBAR - Shadow Creek 11200 Broadway Street, Suite 420 Pearland , Texas 77584 | Business: (832) 241-6161 eMail: shadowcreek@bodybarpilates.com | Valencia Hagos (I), Hagos Source Management Inc. (E) |
| <u>Texas</u> | BODYBAR- Burleson 309 W Hidden Creek Pkwy Suite 2109 Burleson , Texas 76028 | Business: (817) 230-4500 eMail: burleson@bodybarpilates.com | Amber Bullard (I), Azure Sessums (I), Cheryl Favors (I), Dustin Sessums (I), Mirror Image LLC (E) |

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| Texas | BODYBAR - South Lamar 3005 South Lamar Blvd Suite B-105A Austin, Texas 78704 | Business: (512) 212-7733 eMail: sherrilass3@gmail.com | Jeffrey Lass (I), Sherri Lass (I), New Path Holdings, LLC (E) |
| Texas | BODYBAR - Castle Hills 3964 State Hwy 121, Suite 600 Lewisville, Texas 75056 | Business: (214) 281-8783 eMail: castlehills@bodybarpilates.com | Francie Nese (I), Frank Nese (I), Pillar Pilates, INC (E) |
| Utah | BODYBAR- Farmington 180 North Union Avenue Farmington, Utah 84025 | Business: (801) 451-8881 eMail: Farmington@bodybarpilates.com | Ashley Van Emmerik (I), Z&A, LLC (E) |
| Utah | BODYBAR- Downtown Salt Lake City 330 E 400 S Unit 105 Salt Lake City--Downtown, Utah 84111 | Business: (801) 528-6860 eMail: downtownslc@bodybarpilates.com | Collin Christensen (I), Heidi Christensen (I), CHC Wellness LLC (E) |
| Virginia | BODYBAR- Reston Herndon Centre 340 Elden Street Herndon, Virginia 20170 | Business: (703) 621-0996 eMail: reston@bodybarpilates.com | Miyoung "Grace" Ko (I), Knock Out Fitness, LLC (E) |
| West Virginia | BODYBAR - Morgantown 525 Suncrest Towne Centre Drive Suite 101 Morgantown, West Virginia 26505 | Business: (304) 241-1338 eMail: morgantown@bodybarpilates.com | Stephen Blasco (I), Tonya Blasco (I), Ola Body, LLC (E) |

Franchised Locations opened between January 1, 2026 through the issuance date

| State | Address | Contact Details | Owner |
|------------------------------|---|---|---|
| California | BODYBAR- Vista 435 Hacienda Drive, Suite 100, Vista, California 92081 | Business: (619) 818-5409 eMail: vista@bodybarpilates.com | Christian Pena, Madeline Pena |
| Colorado | BODYBAR- Littleton 12482 W Ken Caryl Ave., Suite B3, Littleton, Colorado 80127 | Business: (303) 885-2007 eMail: littleton@bodybarpilates.com | Gail Buhler |
| State | Address | Contact Details | Owner |
| Florida | BODYBAR- Wesley Chapel 27217 SR 56, Wesley Chapel, Florida 33544 | Business: (813) 293-3578 eMail: wesleychapel@bodybarpilates.com | Jennifer Waxler, Scott Waxler |
| Florida | BODYBAR- Downtown St Pete 334 2nd Ave South Bay 3, St. Petersburg, Florida 38701 | Business: (703) 624-9470 eMail: downtownstpete@bodybarpilates.com | Laura Salata, Melissa Monoki |
| Michigan | BODYBAR- Byron Center 2324 64th Street, Suite A, Byron Center, Michigan 49315 | Business: (616) 293-6791 eMail: byroncenter@bodybarpilates.com | Lyndsay Kalcec, Sara Vilcans |
| New Mexico | BODYBAR- ABQ Uptown 2100 Louisiana Blvd. NE, Suite 462, Albuquerque, New Mexico 87110 | Business: (505) 235-5591 eMail: kathrynleaton@gmail.com | Kathryn Lueker-Eaton |
| Pennsylvania | BODYBAR- Yardley 678 Stony Hill Road, Unit 9, Yardley, Pennsylvania 19067 | Business: (609) 915-8793 eMail: yardley@bodybarpilates.com | Katherine "Katie" Whittaker |
| Texas | BODYBAR- Waxahachie 1796 N. Hwy. 77, Suite 110, Waxahachie, Texas 75165 | Business: (972) 921-4513 eMail: waxahachie@bodybarpilates.com | Bruce Swan, Sandra Swan |

Signed Franchise Agreement as of December 31, 2025, but Studio is not opened

| State+ Province | Center Name | Entity Name | Contact Phone | Contact Email | Entity Individual Owners |
|-------------------------------------|-----------------------------|-----------------------------|-----------------------------------|--|--|
| Arizona | BODYBAR- Avondale | Embrace the Shake Corp | (623) 882-5832 | denise.erossavondale@bodybarpilates.com | Denise Cross |
| Arizona | BODYBAR- Gilbert | Breunig Pilates LLC | (602) 625-1286 | tatum-breuniggilbert@bodybarpilates.com | Bowen Breunig, Tatum Breunig |

| | | | | | |
|--------------|---------------------------|--------------------------------------|----------------------|---|---|
| Arizona | BODYBAR- North Scottsdale | MSR Studios LLC | (480) 225-8569 | michelle.langenorthscottsdale@bodybarpilates.com | Michelle Dantuono Lange |
| Arizona | McDowell-Mountain-AZ | MSR-Studios-LLC | (480) 225-8569 | michelle.dantuono1@gmail.com | Michelle-Dantuono-Lange |
| Arizona | Scottsdale 2 | GSPL STUDIOS LLC | (520) 275-0826 | Taylor.Eldredge@bodybarpilates.com Taylor.Eldredge@bodybarpilates.com | Shannon Decator, Taylor Eldredge |
| Arizona | TBD-AZ19 | Ragi Ventures, LLC | (605) 391-3218 | shankar.ragi@bodybarpilates.com | Keerthi Varsha Kattoju, Shankarachary Ragi |
| California | Balfour Center Brentwood | Sunrock Fitness LLC | (619) 259-3038 | melissa.hahn@bodybarpilates.com | Melissa Hahn |
| California | TBD-CA145 | Yemisi-Olabaiye-& Modupe-James | (312) 961-8579 | yemisi.olagbaiye@bodybarpilates.com | Modupe-James, Yemisi Olagbaiye |
| California | Vacaville Commons | Sunrock Fitness LLC | (619) 259-3038 | melissa.hahn@bodybarpilates.com | Melissa Hahn |
| Colorado | BODYBAR- Hampden South | Pilates CR LLC | (719) 660-8843 | bernadette.johnsonhampdensouth@bodybarpilates.com | Bernadette Marie Johnson, Bo Darren Johnson, Heather Lorene Mroz, Michael John Mroz |
| Colorado | BODYBAR- Highlands Ranch | Evolve Collective Inc | (303) 478-8429 | stacey.brantley@yahoohighlandsranch@bodybarpilates.com | Stacey Brantley |
| Colorado | Green Mountain | Balanced Backline Holdings-LLC | (303) 885-2007 | gail.buhler@bodybarpilates.com | Gail Buhler |
| Colorado | Heritage Hills CO | Studio 13 LLC | (303) 324-0822 | daniellebergstein@gmail.com | Danielle Bergstein |
| Florida | Bloomingdale FL | Diana and Paul Sotomayor | (757) 206-6875 | diana_sotomayor@hotmail.com | Diana Marcela Sotomayor, Paul Alexander Sotomayor |
| Florida | Boca Raton | Ola Body, LLC | (724) 986-8904 | tonya.blasco@bodybarpilates.com | Stephen Blasco, Tonya Blasco |
| Florida | West Palm Beach | Ola-Body, LLC | (724) 986-8904 | tonya.blasco@bodybarpilates.com | Stephen Blasco, Tonya Blasco |
| Florida | BODYBAR - Ponte Vedra | Ridley Fitness Jacksonville, LLC | (904) 206-0944 | logan.ridleypontevedra@bodybarpilates.com | Logan Ridley, Stephanie Ridley |
| Florida | BODYBAR- Midtown Miami | Pilatos, LLC | (978) 505-3281 | cathy.mooremidtownmiami@bodybarpilates.com | Catherine Moore, Nicholas Marks |
| Florida | BODYBAR- North St. Pete | PILATES BY DIANA STPETE LLC | (813) 927-7343 | diana.ritzlernorthstpete@bodybarpilates.com | Diana Ritzler |
| State | Center Name | Entity Name | Contact Phone | Contact Email | Entity Individual Owners |
| Florida | BODYBAR- Palmetto | ELDREDGE CO. | (801) 634-3153 | jbsle11@gmailpalmetto@bodybarpilates.com | Jessica Eldredge, Travis Eldredge |
| Florida | BODYBAR- Royal Palm Beach | Palm & Anchor LLC | (360) 674-0088 | barbara.benzroyalpalmbeach@bodybarpilates.com | Barbara Benz, Justin Benz |
| Florida | BODYBAR- Stuart | Sterling Keys, Inc. | (561) 345-1816 | michael@sterlingcloudsstuart@bodybarpilates.com | Alissa Harris, Michael Harris |
| Florida | BODYBAR- Westchase | Saltwell LLC | (813) 220-6035 | hayley.architetto@westchase@bodybarpilates.com | Hayley Architetto |
| Florida | Coral Springs FL | Yvette Perez | (305) 318-9396 | yvette.perez@bodybarpilates.com | Yvette Perez |
| Florida | Parkland FL | Pilates by Ayat Corporation | (561) 213-3497 | elias.kortabani@bodybarpilates.com | Elias Kortabani, PBAC 401k FBO Elias Kortabani |
| Florida | Pompano Beach FL | Tracey Kesterson | (214) 457-3928 | tracey.kesterson@bodybarpilates.com | Tracey Kesterson |
| Florida | TBD-FL13 | Saltwell LLC | (813) 220-6035 | hayleyarch@gmail.com | Hayley Architetto |
| Florida | TBD-FL30 | Peakbalance Partners LLC | (787) 236-4332 | luisger221990@gmail.com | Fausto E Ordonez, Luis Gerardo Diaz Logrono |
| Georgia | BODYBAR- Cumming | Grzeskiewicz Wellness Collective-LLC | (404) 454-3399 | adrienne.grzeskiewicz@bodybarpilates.com | Adrienne Grzeskiewicz, Mario Pereira |

| | | | | | |
|----------------|------------------------|--|-------------------------------|---|---|
| Georgia | Oxford MS | LCJ Fitness Group LLC | (662) 507-5331 | jennifer.mcCreight@bodybarpilates@narvrentals.com | Jennifer Ann McCreight, Todd Allen McCreight |
| Georgia | TBD-GA3 | The Carreras Management Group- BB Pilates, LLC | (770) 309-0988 | carlosjcarreras@yahoo.com | Carlos Jesus Carreras Jr., Donna Kelly Carreras |
| Idaho | Nampa ID | Janiroc Fitness LLC | (208) 484-9951 | nikki.carlton@bodybarpilates.com | Nikki Carlton, Robert Carlton |
| Illinois | BODYBAR-Naperville | Impulse Pilates LLC | (847) 224-7260 | ruchita.engineer@gmailnaperville@bodybarpilates.com | Piyushkumar N Engineer, Ruchita P Engineer |
| Illinois | Orland Park, IL | Darnice Harris & Kela Simone Preston | (615) 973-4134 | darnice.harris@bodybarpilates.com | Darnice Harris, Kela Simone Preston |
| Illinois | TBD-IL26 | Zocina, LLC | (312) 399-9375 | amanda.jones@bodybarpilates.com | Amanda Jones |
| Illinois | TBD-IL38 | StickyBeePilates LLC | (312) 218-1533 | meredith.maienza@bodybarpilates.com | Meredith Maienza |
| Indiana | TBD-IN1 | FUWD Corporation | (812) 968-4695 | amber.campos@bodybarpilatesankey161@gmail.com | Amber Nicole Campos, Jesse Ray Campos |
| Iowa | BODYBAR- Waukee | Elevate Holdings LLC | (316) 616-8872 (515) 390-1670 | kalene.hoffmann@bodybarpilates.com | Cassandra Daatman, Daluz Vieira, Kalene Hoffmann |
| Kentucky | BODYBAR- Palomar | Covenant Strength, Inc | (859) 797-8814 | jason.grothpalomar@bodybarpilates.com | Jason Groth, Margaret Cara Groth |
| Michigan | TBD-MI13 | Megan Alegria | (616) 295-6463 | megan.sherman03@gmail.com | Megan Alegria |
| Missouri | BODYBAR- Blue Springs | Missouri Wellness Collective LLC | (660) 815-2443 | jaequelyn.eidson@gmailbluesprings@bodybarpilates.com | Jacquelyn Eidson, Jason Eidson |
| Missouri | BODYBAR- Lee's Summit | Missouri Wellness Collective LLC | (660) 815-2443 | jaequelynJacquelyn.eidson@gmail.com | Jacquelyn Eidson, Jason Eidson |
| Missouri | TBD-MO21 | Bruner Sells Partnership LLC | (314) 813-4554 | julie.sells@bodybarpilates.com juliesells@optimumdealerservices.com | George Caldwell Sells IV, Julie Michelle Bruner-Sells |
| New Jersey | Edgewater | McCabe & DeLorenzo Studios Inc | (917) 476-8075 | lindsay.mccabe@bodybarpilates.com | Jennifer DeLorenzo, Lindsay McCabe |
| New Jersey | Voorhees | JC Ozzy Enterprises LLC | (609) 410-5965 | jaelyn.bates@bodybarpilates.com | Jaelyn Bates, Nicholas Bates |
| New York | BODYBAR- Hauppauge | BodyMind LI LLC | (631) 559-2858 | hauppauge@bodybarpilates.com | Mady Pisano, Michael Pisano |
| North Carolina | BODYBAR- Lake Norman | A More Abundant Life LLC | (225) 485-7248 | lakenorman@bodybarpilates.com | Laurie Zeringue |
| North Carolina | BODYBAR- North Raleigh | Esilora LLC | (407) 454-0536 | northraleigh@bodybarpilates.com | Jelena Johnston |
| Ohio | BODYBAR- Strongsville | CPGarcia Fitness, Inc. | (216) 334-7730 | strongsville@bodybarpilates.com | Christine Garcia |

| <u>State</u> | <u>Center Name</u> | <u>Entity Name</u> | <u>Contact Phone</u> | <u>Contact Email</u> | <u>Entity Individual Owners</u> |
|--------------|----------------------------|--------------------------------------|----------------------|-------------------------------------|---|
| Oklahoma | BODYBAR- Edmond | <u>SisterCore Studio, LLC.</u> | (620) 440-0949 | edmond@bodybarpilates.com | <u>Lyndsie Jo Oathout, Mallory Janae Sapp</u> |
| Oregon | BODYBAR- Tanasbourne | <u>AstarVitalis LLC</u> | (480) 519-2290 | tanasbourne@bodybarpilates.com | <u>Lucinda Stevenson, Stephen Jackson</u> |
| Pennsylvania | BODYBAR - Exton | <u>Nirvana Vitality Pilates, LLC</u> | (484) 641-3011 | exton@bodybarpilates.com | <u>Kartik Gandhi, Preeti Gandhi</u> |
| Tennessee | Franklin TN | <u>Second Act Fitness LLC</u> | (847) 338-7050 | brenda.warkow@bodybarpilates.com | <u>Brenda Warkow</u> |
| Tennessee | Springhill | <u>The Wellness Collective, Inc.</u> | (615) 627-7255 | christina.strong@bodybarpilates.com | <u>Christina Strong, Tristan Strong</u> |
| Texas | BODYBAR- Frisco Lakes | <u>Omni Vita Fitness, LLC</u> | (512) 771-8763 | friscolakes@bodybarpilates.com | <u>Gregory Rowe, LeAnn Rowe</u> |
| Texas | BODYBAR Pilates - Presidio | <u>BSAAW INC.</u> | (601) 953-0255 | presidio@bodybarpilates.com | <u>Melissa Shay Werkheiser</u> |
| Texas | Magnolia TX | <u>Sendera Group LLC</u> | (619) 517-8530 | ericalbeal@outlook.com | <u>Jeremy Beal</u> |
| Texas | The Woodlands | <u>Karie and Varune Maharaj</u> | (281) 407-6372 | karie.maharaj@bodybarpilates.com | <u>Karie Maharaj, Varune Maharaj</u> |
| Wisconsin | TBD-WI08 | <u>BeanWormÂ LLC</u> | (262) 719-0169 | nate@bestelect.com | <u>Kaitlynn Janczak, Nathan Janczak</u> |

Signed Franchise Agreement in 2026 but Studio is not opened

| <u>State</u> | <u>Center Name</u> | <u>Entity Name</u> | <u>Contact Phone</u> | <u>Contact Email</u> | <u>Entity Individual Owners</u> |
|----------------|--|---|--|--|--|
| Arizona | McDowell Mountain AZ | <u>MSR Studios LLC</u> | (480) 225-8569 | michelle.dantuono1@gmail.com | <u>Michelle Dantuono Lange</u> |
| California | TBD-CA145 | <u>Yemisi Olabaiye & Modupe James</u> | (312) 961-8579 | yemisi.olagbaiye@bodybarpilates.com | <u>Modupe James, Yemisi Olagbaiye</u> |
| Florida | South Tampa | <u>Pilates by Diana South Tampa, LLC</u> | (813) 927-7343 | rick.scott@bodybarpilates.com | <u>Diana Ritzler, Rick Scott</u> |
| Florida | Pompano Beach FL | <u>Tracey Kesterson</u> | (214) 457-3928 | onetmason@hotmail.com | <u>Tracey Kesterson</u> |
| Florida | Coral Springs FL | <u>Yvette Perez</u> | (305) 318-9396 | yvette.perez34@gmail.com | <u>Yvette Perez</u> |
| Georgia | TBD-GA3 | <u>The Carreras Management Group BB Pilates, LLC</u> | (770) 309-0988 | carlosjarreras@yahoo.com | <u>Carlos Jesus Carreras Jr., Donna Kelly Carreras</u> |
| Illinois | Orland Park, IL | <u>Darnice Harris & Kela Simone Preston</u> | (615) 973-4131 | harrisdamice@gmail.com | <u>Darnice Harris, Kela Simone Preston</u> |
| Illinois | TBD-IL26 | <u>Zoena, LLC</u> | (312) 399-9375 | amanda.jones@bodybarpilates.com | <u>Amanda Jones</u> |
| Nebraska | TBD-NE4 | <u>Blue Tria Athletics Inc.</u> | (402) 871-5182 | jennifer.helms@bodybarpilates.com | <u>Jennifer Lynn Helms, Paul Michael Wright</u> |
| New Hampshire | BODYBAR- Exeter | <u>AJE LLC</u> | (603) 340-1344 | aaron.smith@bodybarpilates.com | <u>Aaron Smith</u> |
| New Jersey | Edgewater | <u>McCabe & DeLorenzo Studios Inc</u> | (917) 476-8075 | laeey9279@aol.com | <u>Jennifer DeLorenzo, Lindsay McCabe</u> |
| New Jersey | Voorhees | <u>JC Ozzy Enterprises LLC</u> | (609) 410-5965 | jaelyn.bates@bodybarpilates.com | <u>Jaelyn Bates, Nicholas Bates</u> |
| New York | BODYBAR- Hauppauge | <u>BodyMind L LLC</u> | (631) 559-2858 | madyean2000@yahoo.com | <u>Mady Pisano, Michael Pisano</u> |
| North Carolina | BODYBAR- Lake Norman | <u>A More Abundant Life LLC</u> | (225) 485-7248 | laurie.zeringue@bodybarpilates.com | <u>Laurie Zeringue</u> |
| North Carolina | TBD-NC28 BODYBAR- North Raleigh | <u>Emmary Williams & Marshall Brown Esilora LLC</u> | (919) 816-5003 (407) 454-6536 | jaye.johnston@bodybarpilates.com emmary.brown25@gmail.com | <u>Jelena Johnston</u> |
| North Carolina | South Charlotte | <u>Volwiler Holdings LLC</u> | (941) 875-5639 | carly.volwiler@bodybarpilates.com | <u>Carly Volwiler</u> |

| | | | | | |
|----------------|--------------------------|----------------------------------|----------------------------------|--|---|
| North Carolina | TBD-NC13 | Downing Holdings LLC | (704) 412-0195 | joy.downing@bodybarpilates.com | Douglas Downing, Joy Downing |
| North Carolina | TBD-NC28 | Emmery-Williams & Marshall-Brown | (919) 816-5003 | emmery.brown@bodybarpilates.com | (blank) |
| Ohio | BODYBAR—Strongsville | EPGarcia-Fitness, Inc. | (216) 334-7730 | chrissy1223@gmail.com | Christine Garcia |
| Oklahoma | BODYBAR—Edmond | SisterCore Studio, LLC | (620) 440-0949 | lyndsie.oathout@gmail.com | Lyndsie Jo Oathout, Mallory Janae-Sapp |
| Oregon | BODYBAR—Tanasbourne | Astar Vitalis LLC | (480) 519-2290 | lucinda.stevenson@bodybarpilates.com | Lucinda Stevenson, Stephen Jackson |
| Pennsylvania | BODYBAR—Exton PA | Nirvana Vitality Pilates, LLC | (484) 641-3011 | preeti.gandhi@bodybarpilates.com | Kartik Gandhi, Preeti Gandhi |
| South Carolina | Charleston SC | Achim Gerhard Daub | (646) 342-1807 | achim.daub@bodybarpilates.com | Achim Daub |
| South Carolina | Fort Mill SC | Autumn & Todd Becker | (803) 480-3369 | autumn.becker@bodybarpilates.com autumnreubanks@gmail.com | Autumn Becker, Todd Becker |
| South Carolina | Simpsonville SC | Volwiler Holdings LLC | (941) 875-5639 | carly.volwiler@bodybarpilates.com | Carly Volwiler |
| Tennessee | Franklin TN | Second Act Fitness-LLC | (847) 338-7050 | brenda.warkow@bodybarpilates.com | Brenda Warkow |
| Tennessee | Charleston SC | Achim Gerhard Daub | (615) 627-7255 | christina.strong@bodybarpilates.com achimdaub@hotmail.com | Achim Daub Christina Strong, Tristan Strong |
| Texas | BODYBAR—Frisco-Lakes | Omni Vita Fitness, LLC | (512) 771-8763 | greg.rowe@bodybarpilates.com | Gregory Rowe, LeAnn Rowe |
| Texas | BODYBAR Pilates—Presidio | BSAAW INC. | (601) 953-0255 | swerkheiser@gmail.com | Melissa Shay Werkheiser |
| Texas | Magnolia TX | Sendera Group LLC | (619) 517-8530 | erica.beal@bodybarpilates.com | Jeremy Beal |
| Texas | Memorial TX | Staying In Motion, LLC | (512) 653-8656 (832) 819-8110 | natalie.luquette jennifer.rubino@bodybarpilates.com | Jennifer Rubino, Natalie Luquette |
| Texas | Prosper TX | CLARKLINE INC | (541) 544-6705 255-9069 | playdateschildcare@gmail.com kanon.clark@bodybarpilates.com | Heather Clark, Kanon Clark |
| Texas | The Woodlands | Karie and Varune Maharaj | (281) 407-6372 | karie.maharaj@bodybarpilates.com | Karie Maharaj, Varune Maharaj |
| Virginia | McLean VA | Janeen Marie Latini | (703) 967-0316 | janeen.latini@bodybarpilates.com | Janeen Marie Latini |
| Wisconsin | TBD-WI08 | Bean Worm LLC | (262) 719-0169 | nathan.janezak@bodybarpilates.com | Kaitlynn Janezak, Nathan Janezak |

Signed Franchise Agreement in 2026 but Studio is not opened

| State / Province | Center Name | Entity Name | Contact Phone | Contact Email | Entity-Individual Owners |
|------------------|--------------------------|--------------------------------|----------------|---------------------------------------|---|
| Arizona | BODYBAR—Avondale | Embrace the Shake Corp | (623) 882-5832 | denise.cross@bodybarpilates.com | Denise Cross |
| Arizona | BODYBAR—Gilbert | Breunig Pilates LLC | (602) 625-1286 | tatum.breunig@bodybarpilates.com | Bowen Breunig, Tatum Breunig |
| Arizona | BODYBAR—North Scottsdale | MSR Studios LLC | (480) 225-8569 | michelle.lange@bodybarpilates.com | Michelle Dantuono Lange |
| Arizona | McDowell Mountain AZ | MSR Studios LLC | (480) 225-8569 | michelle.dantuono1@gmail.com | Michelle Dantuono Lange |
| Arizona | Scottsdale 2 | GSPL STUDIOS LLC | (520) 275-0826 | Taylor.Eldredge@bodybarpilates.com | Shannon Decator, Taylor Eldredge |
| Arizona | TBD-AZ19 | Ragi Ventures, LLC | (605) 391-3218 | shankar.ragi@bodybarpilates.com | Keerthi Varsha Kattoju, Shankarachary Ragi |
| California | Balfour Center Brentwood | Sunroek Fitness LLC | (619) 259-3038 | melissa.hahn@bodybarpilates.com | Melissa Hahn |
| California | TBD-CA145 | Yemisi Olabaiye & Modupe James | (312) 961-8579 | yemisi.olabaiye@bodybarpilates.com | Modupe James, Yemisi Olabaiye |
| California | Vacaville Commons | Sunroek Fitness LLC | (619) 259-3038 | melissa.hahn@bodybarpilates.com | Melissa Hahn |
| Colorado | BODYBAR—Hampden South | Pilates CR LLC | (719) 660-8843 | bernadette.johnson@bodybarpilates.com | Bernadette Marie Johnson, Bo Darren Johnson, Heather Lorene Mroz, Michael John Mroz |
| Colorado | BODYBAR—Highlands Ranch | Evolve Collective Inc | (303) 478-8429 | stacey.brantley@yahoo.com | Stacey Brantley |
| Colorado | Green Mountain | Balanced Backnine Holdings-LLC | (303) 885-2007 | gail.buhler@bodybarpilates.com | Gail Buhler |
| Colorado | Heritage Hills CO | Studio 13 LLC | (303) 324-0822 | daniellebergstein@gmail.com | Danielle Bergstein |

| | | | | | |
|----------------|----------------------------|---|----------------|--|---|
| Florida | Bloomington FL | Diana and Paul Sotomayor | (757) 206-6875 | diana_sotomayor@hotmail.com | Diana-Marcela Sotomayor,Paul-Alexander Sotomayor |
| Florida | Boca Raton | Ola Body, LLC | (724) 986-8904 | tonya.blasco@bodybarpilates.com | Stephen Blasco, Tonya Blasco |
| Florida | West Palm Beach | Ola Body, LLC | (724) 986-8904 | tonya.blasco@bodybarpilates.com | Stephen Blasco, Tonya Blasco |
| Florida | BODYBAR – Ponte Vedra | Ridley Fitness Jacksonville, LLC | (904) 206-0944 | logan.ridley@bodybarpilates.com | Logan Ridley, Stephanie Ridley |
| Florida | BODYBAR – Midtown Miami | Pilatos, LLC | (978) 505-3281 | eathy.moore@bodybarpilates.com | Catherine Moore, Nicholas Marks |
| Florida | BODYBAR – North St. Pete | PLATES BY DIANA-STPETE LLC | (813) 927-7343 | diana.ritzler@bodybarpilates.com | Diana Ritzler |
| Florida | South Tampa FL | Pilates by Diana South-Tampa, LLC | (813) 927-7343 | diana.ritzler@bodybarpilates.com | Diana Ritzler, Richard Scott |
| Florida | BODYBAR – Palmetto | ELDREDGE CO. | (801) 634-3153 | jbsle11@gmail.com | Jessica Eldredge, Travis Eldredge |
| Florida | BODYBAR – Royal Palm Beach | Palm & Anchor LLC | (360) 674-0088 | barbara.benz@bodybarpilates.com | Barbara Benz, Justin Benz |
| Florida | BODYBAR – Stuart | Sterling Keys, Inc. | (561) 345-1816 | michael@sterlingclouds.com | Alissa Harris, Michael Harris |
| Florida | BODYBAR – Westchase | Saltwell LLC | (813) 220-6035 | hayley.architetto@bodybarpilates.com | Hayley Architetto |
| Florida | Coral Springs FL | Yvette Perez | (305) 318-9396 | yvette.perez@bodybarpilates.com | Yvette Perez |
| Florida | Parkland FL | Pilates by Ayat Corporation | (561) 213-3497 | elias.kortabani@bodybarpilates.com | Elias Kortabani, PBAC 401k FBO Elias Kortabani |
| Florida | Pompano Beach FL | Tracey Kesterson | (214) 457-3928 | tracey.kesterson@bodybarpilates.com | Tracey Kesterson |
| Florida | TBD-FL13 | Saltwell LLC | (813) 220-6035 | hayleyarch@gmail.com | Hayley Architetto |
| Florida | TBD-FL30 | Peakbalance Partners LLC | (787) 236-4332 | luisger221990@gmail.com | Fausto E Ordonez, Luis Gerardo Diaz Logrono |
| Georgia | BODYBAR – Cumming | Grzeskiewicz Wellness-Collective LLC | (404) 454-3399 | adrienne.grzeskiewicz@bodybarpilates.com | Adrienne Grzeskiewicz, Mario Pereira |
| Georgia | Oxford MS | LCJ Fitness Group LLC | (662) 507-5331 | jennifer.meCreight@bodybarpilates.com | Jennifer Ann McCreight, Todd Allen McCreight |
| Georgia | TBD-GA3 | The Carreras Management-Group BB Pilates, LLC | (770) 309-0988 | earlosejarreras@yahoo.com | Carlos Jesus Carreras Jr., Donna Kelly Carreras |
| Idaho | Nampa ID | Janiroc Fitness LLC | (208) 484-9951 | nikki.carlton@bodybarpilates.com | Nikki Carlton, Robert Carlton |
| Illinois | BODYBAR – Naperville | Impulse Pilates LLC | (847) 224-7260 | ruchita.engineer@gmail.com | Piyushkumar N Engineer, Ruchita P Engineer |
| Illinois | Orland Park, IL | Darnice Harris & Kela Simone Preston | (615) 973-4131 | darnice.harris@bodybarpilates.com | Darnice Harris, Kela Simone Preston |
| Illinois | TBD-IL26 | Zoeina, LLC | (312) 399-9375 | amanda.jones@bodybarpilates.com | Amanda Jones |
| Illinois | TBD-IL38 | StickyBeePilates LLC | (312) 218-1533 | meredith.maienza@bodybarpilates.com | Meredith Maienza |
| Indiana | TBD-IN1 | FUWD Corporation | (812) 968-4695 | amber.campos@bodybarpilates.com | Amber Nicole Campos, Jesse Ray Campos |
| Iowa | BODYBAR – Waukee | Elevate Holdings LLC | (316) 616-8872 | kalene.hoffmann@bodybarpilates.com | Cassandra DaSilva Vieira, Kalene Hoffmann |
| Kentucky | BODYBAR – Palomar | Covenant Strength, Inc | (859) 797-8814 | jason.groth@bodybarpilates.com | Jason Groth, Margaret Cara Groth |
| Michigan | TBD-MH3 | Megan Alegria | (616) 295-6463 | megan.sherman03@gmail.com | Megan Alegria |
| Missouri | BODYBAR – Blue Springs | Missouri Wellness Collective-LLC | (660) 815-2443 | jacquelyn.eidson@gmail.com | Jacquelyn Eidson, Jason Eidson |
| Missouri | Lee's Summit | Missouri Wellness Collective-LLC | (660) 815-2443 | jacquelyn.eidson@gmail.com | Jacquelyn Eidson, Jason Eidson |
| Missouri | TBD-MO21 | Bruner Sells Partnership LLC | (314) 813-4554 | julie.sells@bodybarpilates.com | George Caldwell Sells IV, Julie Michelle Bruner Sells |
| Nebraska | TBD-NE4 | Blue Tria Athletics Inc. | (402) 871-5182 | jennifer.helms@bodybarpilates.com | Jennifer Lynn Helms, Paul Michael Wright |
| New-Hampshire | BODYBAR – Exeter | AJE LLC | (603) 340-1344 | aaron.smith@bodybarpilates.com | Aaron Smith |
| New Jersey | Edgewater | McCabe & DeLorenzo-Studios Inc | (917) 476-8075 | laeey9279@aol.com | Jennifer DeLorenzo, Lindsay McCabe |
| New Jersey | Voorhees | JC Ozyzy Enterprises LLC | (609) 410-5965 | jaelyn.bates@bodybarpilates.com | Jaelyn Bates, Nicholas Bates |
| New York | BODYBAR – Hauppauge | BodyMind LI LLC | (631) 559-2858 | madyean2000@yahoo.com | Mady Pisano, Michael Pisano |
| North-Carolina | BODYBAR – Lake Norman | A More Abundant Life LLC | (225) 485-7248 | laurie.zeringue@bodybarpilates.com | Laurie Zeringue |
| North-Carolina | BODYBAR – North Raleigh | Esilora LLC | (407) 454-0536 | jaye.johnston@bodybarpilates.com | Jelena Johnston |

| | | | | | |
|----------------|----------------------------|----------------------------------|----------------|--------------------------------------|--|
| North-Carolina | South-Charlotte | Volwiler Holdings LLC | (941) 875-5639 | early.volwiler@bodybarpilates.com | Carly Volwiler |
| North-Carolina | TBD-NC13 | Downing Holdings LLC | (704) 412-0195 | joy.downing@bodybarpilates.com | Douglas Downing, Joy Downing |
| North-Carolina | TBD-NC28 | Emmary Williams & Marshall Brown | (919) 816-5003 | emmary.brown@bodybarpilates.com | (blank) |
| Ohio | BODYBAR-Strongsville | CPGarcia Fitness, Inc. | (216) 334-7730 | chrissy1223@gmail.com | Christine Garcia |
| Oklahoma | BODYBAR-Edmond | SisterCore Studio, LLC | (620) 440-0949 | lyndsie.oathout@gmail.com | Lyndsie Jo Oathout, Mallory Janae Sapp |
| Oregon | BODYBAR-Tanasbourne | Astar Vitalis LLC | (480) 519-2290 | lucinda.stevenson@bodybarpilates.com | Lucinda Stevenson, Stephen Jackson |
| Pennsylvania | BODYBAR-Exton PA | Nirvana Vitality Pilates, LLC | (484) 641-3011 | preeti.gandhi@bodybarpilates.com | Kartik Gandhi, Preeti Gandhi |
| South-Carolina | Charleston SC | Achim Gerhard Daub | (646) 342-1807 | achim.daub@bodybarpilates.com | Achim Daub |
| South-Carolina | Fort Mill SC | Autumn & Todd Becker | (803) 480-3369 | autumn.becker@bodybarpilates.com | Autumn Becker, Todd Becker |
| South-Carolina | Simpsonville SC | Volwiler Holdings LLC | (941) 875-5639 | early.volwiler@bodybarpilates.com | Carly Volwiler |
| Tennessee | Franklin TN | Second Act Fitness LLC | (847) 338-7050 | brenda.warkow@bodybarpilates.com | Brenda Warkow |
| Tennessee | TBD-TN24 | The Wellness Collective, Inc. | (615) 627-7255 | christina.strong@bodybarpilates.com | Christina Strong, Tristan Strong |
| Texas | BODYBAR-Frisco Lakes | Omni Vita Fitness, LLC | (512) 771-8763 | greg.rowe@bodybarpilates.com | Gregory Rowe, LeAnn Rowe |
| Texas | BODYBAR Pilates - Presidio | BSAAW INC. | (601) 953-0255 | swerkheiser@gmail.com | Melissa Shay Werkheiser |
| Texas | Magnolia TX | Sendera Group LLC | (619) 517-8530 | erica.beal@bodybarpilates.com | Jeremy Beal |
| Texas | Memorial TX | Staying In Motion, LLC | (512) 653-8656 | natalie.luquette@bodybarpilates.com | Jennifer Rubino, Natalie Luquette |
| Texas | Prosper TX | CLARKLINE INC | (541) 514-6705 | playdateshildeare@gmail.com | Heather Clark, Kanon Clark |
| Texas | The Woodlands | Karie and Varune Maharaj | (281) 407-6372 | karie.maharaj@bodybarpilates.com | Karie Maharaj, Varune Maharaj |
| Virginia | McLean VA | Janeen Marie Latini | (703) 967-0316 | janeen.latini@bodybarpilates.com | Janeen Marie Latini |
| Wisconsin | TBD-WI08 | Bean Worm LLC | (262) 719-0169 | nathan.janezak@bodybarpilates.com | Kaitlynn Janezak, Nathan Janezak |

Signed Development Agreement but not a Franchise Agreement for location

| <u>Center Name</u> State | <u>Center Name</u> City | <u>City</u> State/Province | <u>Entity Name</u> | <u>Entity Individual Owners</u> |
|---------------------------------------|--|----------------------------------|---|--|
| <u>Arizona</u> | <u>Biltmore AZ</u> | <u>Biltmore</u> | <u>MSR Studios LLC</u> | <u>Michelle Dantuono Lange</u> |
| <u>Arizona</u> | <u>Copper Basin, AZ</u> | <u>Copper Basin</u> | <u>Breunig Pilates LLC</u> | <u>Bowen Breunig, Tatum Breunig</u> |
| <u>Arizona</u> | <u>East Gilbert, AZ</u> | <u>Gilbert</u> | <u>Breunig Pilates LLC</u> | <u>Bowen Breunig, Tatum Breunig</u> |
| <u>Arizona</u> | <u>Paradise Valley AZ</u> | <u>Pepper Ridge</u> | <u>MSR Studios LLC</u> | <u>Michelle Dantuono Lange</u> |
| <u>Arizona</u> | <u>Parkwood Ranch, AZ</u> | <u>Parkwood Ranch</u> | <u>Breunig Pilates LLC</u> | <u>Bowen Breunig, Tatum Breunig</u> |
| <u>California</u> | <u>TBD-CA144</u> | <u>Mission Viejo</u> | <u>Yemisi Olabaiye & Modupe James</u> | <u>Modupe James, Yemisi Olagbaiye</u> |
| <u>Colorado</u> | <u>Greenwood Village CO</u> | <u>Greenwood Village</u> | <u>Pilates CR LLC</u> | <u>Bernadette Marie Johnson, Bo Darren Johnson, Heather Lorene Mroz, Michael John Mroz</u> |
| <u>Colorado</u> | <u>Parker CO</u> | <u>Parker</u> | <u>Studio 13 LLC</u> | <u>Danielle Bergstein</u> |
| <u>Florida</u> <u>Apollo Beach FL</u> | <u>Lithia Apollo Beach FL</u> | <u>Apollo Florida</u> | Diana and Paul Sotomayor | Diana Marcela Sotomayor, Paul Alexander Sotomayor |
| <u>TBD-NE5</u> | <u>Omaha</u> | <u>Nebraska</u> | <u>Jennifer Helms & Paul Wright</u> | <u>Jennifer Helms, Paul Wright</u> |
| <u>Florida</u> <u>South-Charlotte</u> | <u>South-Charlotte Boca Raton</u> | <u>North-Carolina Boca Raton</u> | <u>Volwiler Holdings Ola Body, LLC</u> | <u>Stephen Blasco, Tonya Blasco Carly Volwiler</u> |
| <u>Florida</u> | <u>Coconut Creek FL</u> | <u>Coconut Creek</u> | <u>Yvette Perez</u> | <u>Yvette Perez</u> |
| <u>Florida</u> | <u>Hillsboro Beach FL</u> | <u>Hillsboro Beach</u> | <u>Tracey Kesterson</u> | <u>Tracey Kesterson</u> |
| <u>Florida</u> <u>Hunters-Green</u> | <u>Hunters Green Greater-Northdale</u> | <u>Greater Northdale Florida</u> | <u>FIT WELL LLC</u> | <u>Jennifer Waxler, Scott Waxler</u> |

| | | | | |
|-------------------------------------|---|----------------------------------|---|--|
| El Cajon CA | El Cajon | California | WELLSPHERE GROUP, INC | Franklin Libenson-Violante |
| Mission Valley, CA | Mission Valley | California | WELLSPHERE GROUP, INC | Franklin Libenson-Violante |
| Florida Lake Worth Beach | Jupiter, FL Palm Beach | Wellington Florida | Ola Body, Palm & Anchor LLC | Tonya Blaseo, Stephen Blaseo, Barbara Benz, Justin Benz |
| Kings Point | Kings Point, FL | Florida | Ola Body, LLC | Tonya Blaseo, Stephen Blaseo |
| Aledo TX | Aledo | Texas | Mind & Body Corp | Bruce Swan, Sandra Swan |
| Florida Port St Lucie FL | Port St Lucie FL | Port St Lucie Florida | Sterling Keys, Inc. | Alissa Harris, Michael Harris |
| Parker CO | Parker | Colorado | Studio 13 LLC | Danielle Bergstein |
| Greenwood Village CO | Greenwood Village | Colorado | Pilates CR LLC | Bernadette Marie Johnson, Bo Darren Johnson, Heather Lorene Mroz, Michael John Mroz |
| Florida Jupiter, FL | The Acreage-Westlake FL Wellington | Westlake Florida | Palm & Anchor LLC Yvette Perez | Barbara Benz, Justin Benz Yvette Perez |
| Brentwood TN | Brentwood | Tennessee | Second Act Fitness LLC | Brenda Warkow |
| Florida Weston FL | Weston FL | Weston Florida | Pilates by Ayat Corporation | Elias Kortabani |
| Tomball TX | Tomball | Texas | Sendra Group LLC | Jeremy Beal |
| East Gilbert, AZ | Gilbert | Arizona | Breunig Pilates LLC | Bowen Breunig, Tatum Breunig |
| Parkwood Ranch, AZ | Parkwood Ranch | Arizona | Breunig Pilates LLC | Bowen Breunig, Tatum Breunig |
| Copper Basin, AZ | Copper Basin | Arizona | Breunig Pilates LLC | Bowen Breunig, Tatum Breunig |
| Paradise Valley AZ | Paradise Valley | Arizona | MSR Studios LLC | Michelle Dantuono Lange |
| Biltmore AZ | Biltmore | Arizona | MSR Studios LLC | Michelle Dantuono Lange |
| Pepper Ridge AZ | Pepper Ridge | Arizona | MSR Studios LLC | Michelle Dantuono Lange |
| TBD TX146 | Plano | Texas | Omni Vita Fitness | Gregory Rowe, LeAnn Rowe |

| | | | | |
|------------------------------------|------------------------------------|-----------------------------------|--|---|
| TBD-MI43 | Frankenmuth | Missouri | Megan Alegria | Megan Alegria |
| TBD-TN8 | Nashville | Tennessee | The Wellness Collective, Inc. | Christina Strong,Tristan Strong |
| TBD-TN15 | Nashville | Tennessee | The Wellness Collective, Inc. | Christina Strong,Tristan Strong |
| TBD-MO17 | Winchester | Missouri | Bruner Sells Partnership-LLC | George Caldwell Sells IV,Julie Michelle Bruner Sells |
| TBD-NY58 | Bohemia | New York | BodyMind LI LLC | Mady Pisano,Michael Pisano |
| <u>Georgia</u> TBD-GA16 | <u>TBD-GA16</u> Atlanta | <u>Atlanta</u> Georgia | The Carreras Mgmt <u>Management</u> Group BB Pilates, LLC | Carlos & Donna <u>Jesus</u> Carreras Jr.,Donna Kelly Carreras |
| <u>Georgia</u> TBD-GA19 | <u>TBD-GA19</u> Atlanta | <u>Atlanta</u> Georgia | The Carreras Mgmt <u>Management</u> Group BB Pilates, LLC | Carlos & Donna <u>Jesus</u> Carreras Jr.,Donna Kelly Carreras |
| <u>Georgia</u> TBD-GA21 | <u>TBD-GA21</u> Atlanta | <u>Atlanta</u> Georgia | The Carreras Mgmt <u>Management</u> Group BB Pilates, LLC | Carlos & Donna <u>Jesus</u> Carreras Jr.,Donna Kelly Carreras |
| <u>Georgia</u> TBD-GA23 | <u>TBD-GA23</u> Atlanta | <u>Atlanta</u> Georgia | The Carreras Mgmt <u>Management</u> Group BB Pilates, LLC | Carlos & Donna <u>Jesus</u> Carreras Jr.,Donna Kelly Carreras |
| <u>Illinois</u> | <u>Frankfort IL</u> | <u>Frankfort</u> | <u>Darnice Harris & Kela Simone Preston</u> | <u>Darnice Harris,Kela Simone Preston</u> |
| <u>Missouri</u> | <u>TBD - MI43</u> | <u>Frankenmuth</u> | <u>Megan Alegria</u> | <u>Megan Alegria</u> |
| <u>Missouri</u> | <u>TBD-MO17</u> | <u>Winchester</u> | <u>Bruner Sells Partnership LLC</u> | <u>George Caldwell Sells IV,Julie Michelle Bruner-Sells</u> |
| <u>Nebraska</u> | <u>TBD-NE5</u> | <u>Omaha</u> | <u>Blue Tria Athletics Inc.</u> | <u>Jennifer Lynn Helms,Paul Michael Wright</u> |
| <u>New York</u> | <u>TBD-NY58</u> | <u>Bohemia</u> | <u>BodyMind LI LLC</u> | <u>Mady Pisano,Michael Pisano</u> |
| <u>North Carolina</u> | <u>Charlotte NC</u> | <u>Charlotte</u> | <u>Autumn & Todd Becker</u> | <u>Autumn Becker,Todd Becker</u> |
| <u>North Carolina</u> | <u>Charlotte NC</u> | <u>Charlotte</u> | <u>Autumn & Todd Becker</u> | <u>Autumn Becker,Todd Becker</u> |
| <u>North Carolina</u> | <u>Steele Creek NC</u> | <u>Steele Creek</u> | <u>Autumn & Todd Becker</u> | <u>Autumn Becker,Todd Becker</u> |
| <u>South Carolina</u> | <u>Mt Pleasant SC</u> | <u>Mt Pleasant</u> | <u>Achim Gerhard Daub</u> | <u>Achim Daub</u> |
| <u>South Carolina</u> | <u>Summerville SC</u> | <u>Summerville, SC</u> | <u>Achim Gerhard Daub</u> | <u>Achim Daub</u> |
| <u>South Carolina</u> | <u>Westchester Charleston SC</u> | <u>Westchester Charleston</u> | <u>Achim Gerhard Daub</u> | <u>Achim Daub</u> |
| <u>Tennessee</u> | <u>Brentwood TN</u> | <u>Brentwood</u> | <u>Second Act Fitness LLC</u> | <u>Brenda Warkow</u> |
| <u>Tennessee</u> | <u>TBD-TN15</u> | <u>Nashville</u> | <u>The Wellness Collective, Inc.</u> | <u>Christina Strong,Tristan Strong</u> |
| <u>Tennessee</u> | <u>TBD-TN8</u> | <u>Nashville</u> | <u>The Wellness Collective, Inc.</u> | <u>Christina Strong,Tristan Strong</u> |
| <u>Texas</u> | <u>Aledo TX</u> | <u>Aledo</u> | <u>Mind & Body Corp</u> | <u>Bruce Swan,Sandra Swan</u> |
| <u>Texas</u> | <u>Plano TX</u> | <u>Plano</u> | <u>Omni Vita Fitness, LLC</u> | <u>Gregory Rowe,LeAnn Rowe</u> |
| <u>Texas</u> | <u>Tomball TX</u> | <u>Tomball</u> | <u>Sendera Group LLC</u> | <u>Jeremy Beal</u> |
| <u>Virginia</u> | <u>Alexandria VA</u> | <u>Alexandria</u> | <u>Janeen Marie Latini</u> | <u>Janeen Marie Latini</u> |
| <u>Virginia</u> | <u>Annandale VA</u> | <u>Annandale</u> | <u>Janeen Marie Latini</u> | <u>Janeen Marie Latini</u> |
| <u>Virginia</u> | <u>Arlington VA</u> | <u>Arlington</u> | <u>Janeen Marie Latini</u> | <u>Janeen Marie Latini</u> |

EXHIBIT E
LIST OF FORMER FRANCHISEES

Florida-

GAGLIARDI-WILSON LLC
Kristina Gagliardi-Wilson
1810 Hudson Street-
Englewood Florida 34223
(201) 600-0405
Transfer-2 Outlets

Colorado

ARE PILATES, LLC
Alexandra Evans
360 South Lafayette Street, #305,
Denver, Colorado 80209
(303) 815-4525
Terminated-Never Opened

Texas

WEST ISLE, INC.
Lynsey and Garrett McGuin
36 Bryarly Lane
Boyce, VA 22620
(703) 628-0903
Terminated-Never Opened

New Jersey

Marco and Natalia Ponchielli
255 Alpine Trail
Sparta, New Jersey 07871
(646) 417-0736
Terminated-Never Opened

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.

13. THE TERRITORY IS NOT EXCLUSIVE. YOU MAY FACE COMPETITION FROM OTHER FRANCHISEES, FROM FRANCHISOR OWNED OUTLETS OR FROM OTHER CHANNELS OF DISTRIBUTION OR COMPETITIVE BRANDS FRANCHISOR CONTROLS.
14. THE FRANCHISE AGREEMENT CONTAINS PROVISIONS THAT LIMIT FRANCHISEE'S RIGHTS AND MAY NOT BE ENFORCEABLE IN CALIFORNIA INCLUDING BUT NOT LIMITED TO A TIME LIMIT TO RAISE CLAIMS AGAINST THE FRANCHISOR, LIMITATION OF DAMAGES AND WAIVER OF JURY TRIAL.
15. 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 AT LEAST 14 DAYS PRIOR TO EXECUTION OF AGREEMENT.
16. OUR WEBSITE, www.bodybarpilates.com, HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.
17. California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement, franchise disclosure document, acknowledgement, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:
 - (a) Representations made by the franchisor or its personnel or agents to a prospective franchisee.
 - (b) Reliance by a franchisee 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.
 - (d) Violations of any provision of this division.

18. Item 5 is amended as follows:

As a condition of registration and based upon the audited financial statements ~~of Franchisor for the year ended December 31, 2023~~, Franchisor has secured a surety bond from United Surety Insurance Company in the amount of \$~~247,500~~300,000.00 to ensure that Franchisor fulfills its pre-opening obligations to each franchisee.

**ADDENDUM TO THE BODYBAR FRANCHISING, LLC FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF CALIFORNIA**

This Addendum amends the Franchise Agreement dated _____ (the “Agreement”), between BODYBAR FRANCHISING, LLC, a Texas limited liability company (“Franchisor”) and _____ (“Franchisee”).

1. 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.
2. Both the Governing Law and Choice of Law for Franchisees operating outlets located in California, will be the California Franchise Investment law and the California Franchise Relations Act regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the franchise agreement or amendment to or any agreement to the contrary is superseded by this condition.
3. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 16600.
4. As a condition of registration and based upon the audited financial statements of Franchisor ~~for the year ended December 31, 2023~~, Franchisor has secured a surety bond from United Surety Insurance Company in the amount of \$~~247,500~~300,000.00 to ensure that Franchisor fulfills its ~~pre-opening~~preopening obligations to each franchisee.

Agreed to by:

FRANCHISEE:

By: _____
Name: _____
Title: _____
Date: _____

FRANCHISOR:

BODYBAR FRANCHISING, LLC

By: _____
Name: _____
Title: _____
Date: _____

**ADDENDUM TO THE PBODYBARBODYBAR FRANCHISING, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MARYLAND**

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the Franchise Disclosure Document of BODYBAR Franchising, LLC for use in the State of Maryland shall be amended as follows:

~~4.~~

1. Item 5 of the FDD is amended as follows:

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a 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. Items 17(c) and 17(m) of the franchise agreement table, under the headings, "Requirements for franchisee to renew or extend" and "Conditions for franchisor approval of transfer," shall be supplemented by adding the following language at the end of each Item:

However, a general release required as a condition of approval will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. Item 17(m) of the Development Agreement table, under the heading entitled "Conditions for franchisor approval of transfer," shall be supplemented by adding the following language at the end of the Item:

However, a general release required as a condition of approval will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

~~4.~~ 4. Item 17(f) of the franchise agreement table, under the heading entitled "Termination by franchisor with cause," shall be supplemented by adding the following language at the end of the Item:

The provision in the Franchise Agreement which provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

5. Item 17(f) of the Development Agreement table, under the heading entitled "Termination by franchisor with cause," shall be supplemented by adding the following language at the end of the Item:

The provision in the Development Agreement which provides for termination upon bankruptcy of the area developer may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

~~6.~~ 6. Item 17(v) of the franchise agreement table and the Development Agreement table, under the heading entitled "Choice of forum," shall be supplemented by adding the following language at end of each Item:

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

~~7.~~ 7. Item 17 of the franchise agreement table and the Development Agreement table shall be further supplemented by adding the following language at the end of the Item:

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

~~8.~~ 8. 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 in connection with the franchise.

**AMENDMENT TO THE BODYBAR FRANCHISING, LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF MARYLAND**

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, MD. BUS. REG. CODE ANN., Sections 14-201 to 14-233 (2010 Repl. Vol. and Supp. 2013), the parties to the attached BODYBAR Franchising, LLC Franchise Agreement (“Franchise Agreement”) agree as follows:

1. Section IV.A of the Franchise Agreement entitled “Initial Franchise Fee” shall be amended by adding the following language at the end of the section:

Based upon Franchisor’s financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until Franchisor completes its pre-opening obligations under the franchise agreement.

~~1.~~ 2. Sections III.B and XIV.B of the Franchise Agreement, entitled “Renewal,” and “Transfer By Franchisee and Principals,” shall be amended by adding the following language at the end of those sections:

 The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

~~2.3.~~ 3. Section XVII.B of the Franchise Agreement, under the heading “Automatic Termination,” shall be amended by adding the following language at the end of the section:

Termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

~~3.~~ 4. Section XIX.I and XIX.K of the Franchise Agreement, entitled “Venue,” and “Governing Law” shall be amended by adding the following language at the end of the section:

 Franchisee may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

~~4.~~ 5. Section XIX.Y of the Franchise Agreement, entitled “Limitation of Claims,” shall be amended by adding the following language at the end of the section:

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

~~5.~~ 6. _____ Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, with respect to each such provision, are met independent of the Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

~~6.~~ 7. _____ 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 in connection with the franchise.

IN WITNESS WHEREOF, the parties hereto have duly executed this Maryland Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

BODYBAR FRANCHISING, LLC _____

FRANCHISEE

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



**AMENDMENT TO THE BODYBAR FRANCHISING, LLC
DEVELOPMENT AGREEMENT
REQUIRED BY THE STATE OF MARYLAND**

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, MD. BUS. REG. CODE ANN., Sections 14-201 to 14-233 (2010 Repl. Vol. and Supp. 2013), the parties to the attached PBODYBAR Franchising, LLC Development Agreement (“Development Agreement”) agree as follows:

1. Section II.A entitled “Development Fee” shall be amended by adding the following language at the end of the section:

all development fees and initial payments by Area Developer shall be deferred until the first franchise under the Development Agreement opens.

~~1.2.~~ 2. Section VII.A.2 of the Development Agreement, entitled “Termination Without Notice or Cure,” shall be amended by adding the following language at the end of the section:

Termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

~~2.~~ 3. Section XII.H of the Development Agreement shall be amended by adding the following language at the end of the section:

~~-~~ Franchisee may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

~~3.~~ 4. Section XII.W of the Development Agreement, entitled “Limitation of Action,” shall be amended by adding the following language at the end of the section:

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

~~4.~~ 5. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, with respect to each such provision, are met independent of the Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

~~5.~~ 6. 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 in connection with the franchise.

SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have duly executed this Maryland Amendment to the Franchise Agreement on the same date as that on which the Multi-Unit Option Agreement was executed.

BODYBAR FRANCHISING, LLC _____

DEVELOPER

Name: _____

Name:

Title: _____

Title:

Date:

| —

ADDENDUM TO BODYBAR FRANCHISING, LLC
DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF MINNESOTA

In an Addendum to the Franchise Agreement, we agree to indemnify you against losses and liabilities for which you are held liable in any proceeding arising out of your use of the mark “BODYBAR PILATES” or any other trademark, service mark or logotype that you are authorized by us to use with the BODYBAR franchise. This indemnification is contingent upon you using the marks or logotypes in accordance with the provisions of the Franchise Agreement. You are not granted any trademark rights under the Development Agreement.

We will comply with Minnesota Statute Section 80C.14 subdivisions 3, 4 and 5 which require, except in certain specific cases, that you be given ninety (90) days’ notice of termination (with 60 days to cure) and 180 days’ notice for non-renewal of the Franchise Agreement and/or Development Agreement.

Minn. Stat. Sec. 80C.21 and Minnesota Rule Part 2860.4400J, prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of your rights provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

Minn. Rule Part 2869.4400(d) prohibits us from requiring that you assent to a general release as set forth in Item 17 of this Disclosure Document.

Nothing in the Disclosure Document, Franchise Agreement or Development Agreement shall affect your rights under Minnesota Statute Section 80C.17, Subd. 5.

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.

~~As a condition of registration and based upon the audited financial statements of Franchisor for the year ended December 31, 2024, Franchisor has secured a surety bond from United Casualty and Surety Insurance Company in the amount of \$60,000.00 to ensure that Franchisor fulfills its pre-opening obligations.~~

Franchisor will defer all initial franchise fees/development fees until the Franchisor has completed all initial obligations owed to the Franchisee by the Franchisor or affiliate and the Franchisee has commenced doing business. This fee deferral is required by the Minnesota Department of Commerce due to our financial statements.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

**ADDENDUM TO BODYBAR FRANCHISING, LLC
FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT
REQUIRED BY THE STATE OF MINNESOTA**

The Sections of the Franchise Agreement and Development regarding your obligation to execute a general release upon assignment or renewal are deleted in their entirety in accordance with Minnesota Rule Part 2860.4400(D).

Section IX of the Franchise Agreement is hereby modified to add the following subsection after the last subsection therein:

Franchisor agrees to indemnify Franchisee from and against any losses, liabilities and damages for which Franchisee is held liable by a court of competent jurisdiction in any proceeding arising solely out of Franchisee's use of the mark "BODYBAR PILATES" and all other trademarks, service marks and associated marks and symbols utilized by Franchisee pursuant to this Agreement, provided such use is in accordance with and pursuant to the provisions of this Agreement. The foregoing indemnification is conditioned upon the following: Franchisee must (i) provide written notice to Franchisor of any claims subject to indemnification hereunder within twenty (20) days of Franchisee's receipt of any written information pertaining to such claims, (ii) tender the defense of the claims to Franchisor if Franchisor so desires, and (iii) permit Franchisor to have sole control of the defense and settlement of any such claim.

Section XVII of the Franchise Agreement, as well as Section VII of the Development Agreement, are hereby modified to add the following subsection after the last subsection therein:

Minnesota Law. The conditions under which this Agreement can be terminated or not renewed may be affected by Minnesota law which provides Franchisee with certain termination and non-renewal rights. Minnesota Statute Section 80C.14, subdivisions 3, 4 and 5 require, except in certain specified cases, that the Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement.

Section XIX.N of the Franchise Agreement, as well as Section XII.N of the Development Agreement, are hereby modified by adding the following text as the last sentence thereof:

Minn. Stat. Sec. 80C.21 and Minnesota Rule Part 2860.4400J, prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of your rights provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

Section IV.A of the Franchise Agreement and Section II.A. of the Development Agreement are amended as follows:

~~As a condition of registration and based upon the audited financial statements of Franchisor for the year ended December 31, 2024, Franchisor has secured a surety bond from United Casualty and Surety Insurance Company in the amount of \$60,000.00 to ensure that Franchisor fulfills its pre-opening obligations.~~

Franchisor will defer all initial franchise fees/development fees until the Franchisor has completed all initial obligations owed to the Franchisee by the Franchisor or affiliate and the Franchisee has commenced doing business. This fee deferral is required by the Minnesota Department of Commerce due to our financial statements.

NEW YORK STATE ADDENDUM TO FDD

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR RESOURCES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is to be added at the end of Item 3:

Except as provided above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal, or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions other than routine litigation incidental to the business that is significant in the context of the number of franchisees and the size, nature, or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten years immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or

VIRGINIA

ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for BODYBAR Franchising, LLC for use in the Commonwealth of Virginia shall be amended as follows:

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.

Item 5:

~~As a condition of registration and based upon the audited financial statements of Franchisor for the year ended December 31, 2024, Franchisor has secured a surety bond from United Casualty and Surety Insurance Company in the amount of \$60,000.00 to ensure that Franchisor fulfills its pre-opening obligations.~~

The Virginia State Corporation Commission, Division of Securities & Retail Franchising (“Division”) has imposed a requirement on us to maintain a surety bond to ensure financial capability until our completion of obligations under the franchise agreement to provide real estate, improvements, equipment, inventory training and other items. We have obtained such a surety bond in an amount as required by Virginia Rule 21VAC5-110.65. H. A copy of the bond is on file with the Division.

The following statement is added to Item 17.h:

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement or development agreement does not constitute “reasonable cause”, as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

**ADDENDUM TO BODYBAR FRANCHISING, LLC
FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT
REQUIRED BY THE COMMONWEALTH OF VIRGINIA**

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Agreement and Development Agreement for BODYBAR Franchising, LLC for use in the Commonwealth of Virginia shall be amended as follows:

1. Section IV.A of the Franchise Agreement and Section II.A. of the Development Agreement is Supplemented as follows:

As a condition of registration and based upon the audited financial statements of Franchisor for the year ended December 31, 2024, Franchisor has secured a surety bond from United Casualty and Surety Insurance Company in the amount of \$60,000.00 to ensure that Franchisor fulfills its pre- opening obligations.

2. 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.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of _____, 20__.

ATTEST

BODYBAR FRANCHISING, LLC

Witness

By: _____
Name: _____
Title: _____

Witness

FRANCHISEE/DEVELOPER:

WASHINGTON

In recognition of the requirements of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW, the Disclosure Document, Franchise Agreement and Development Agreements are amended as follows:

1. Item 5 is amended as follows:

Franchisor will defer collection of all initial franchise fees described in Item 5 until the Franchisor has fulfilled its initial pre-opening obligations to the franchisee and the franchisee is open for business. Franchisor shall defer payment of the Development Fee until the Franchisor has fulfilled its initial pre-opening obligations to the franchisee and the franchisee opens its first business to be developed under the Development Agreement.

~~1.2.~~ In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW, will prevail.

~~2.3.~~ RCW 19.100.180 may supersede the Franchise Agreement and Development Agreements 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 and Supplemental Agreements in your relationship with the franchisor including the areas of termination and renewal of your franchise.

~~3.4.~~ In any mediation involving a franchise purchased in Washington, the mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the mediation, or as determined by the mediator at the time of 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.

~~4.5.~~ 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.

~~5.6.~~ Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

~~6.7.~~ Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

~~7.8.~~ RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

EXHIBIT K-

STATE EFFECTIVE DATES

The following states require that this Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This Disclosure Document is either registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

| State | Effective Date |
|--------------|--|
| California | Pending |
| Hawaii | Not Registered |
| Illinois | Pending <u>April 14, 2026</u> |
| Indiana | April 16, 2026 |
| Maryland | Not Registered |
| Michigan | April 10, 2026 |
| Minnesota | Pending |
| New York | Pending |
| North Dakota | Pending |
| Rhode Island | Pending <u>April 21, 2026</u> |
| South Dakota | Pending |
| Virginia | Pending |
| Washington | Pending |
| Wisconsin | April 15, 2026 |