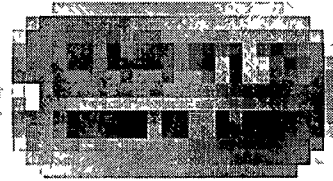


FRANCHISE DISCLOSURE DOCUMENT

BBC FRANCHISING LLC
a California limited liability company
14622 Ventura Boulevard
Sherman Oaks, California 91403
(818) 784-6262
www.barrysbootcamp.com
franchise@barrysbootcamp.com

DEPARTMENT OF CORPORATIONS
RECEIVED LOS ANGELES OFFICE

APR 17 2012



The franchise offered is for a single "Barry's Bootcamp" fitness studio business that offers physical fitness systems and programs and exercise classes, and which business, at our direction, will offer and sell clothing, accessories, outerwear, fitness equipment, instructional books, instructional videos, DVDs, fitness media, foods, beverages, nutritional supplements, and/or other goods and services as we designate

The total investment necessary to begin operation of a Barry's Bootcamp franchise ranges from ~~\$196,150~~ \$346,150 to ~~\$345,500~~ \$645,500. This includes \$52,000 to \$55,000 that must be paid to the franchisor or affiliate

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any 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 disclosure in different formats, contact Joey Gonzalez at Joey@barrysbootcamp.com or at 14622 Ventura Boulevard, Sherman Oaks, California 91403, (818) 784-6262

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like an attorney or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, 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.

Issuance date April 22, 2011-16, 2012

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STATE COVER PAGE

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

Call the state administrators listed in Exhibit G for information about the franchisor, about other franchisors, or about franchising in your state.

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

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

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN CALIFORNIA. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN CALIFORNIA THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT STATES THAT CALIFORNIA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
- ~~3. WE WERE FORMED ON MARCH 4, 2010 AND HAVE A LIMITED OPERATING HISTORY IN THE OFFER OF FRANCHISES.~~
3. ~~4-THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE~~

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

OUR WEB SITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF CORPORATIONS. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEB SITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF CORPORATIONS at www.corp.ca.gov

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

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STATE EFFECTIVE DATES

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

State	Effective Date	State	Effective Date
California	April 25, 2011	New York	Not registered
Hawaii	Not registered	North Dakota	Not registered
Illinois	Not registered	Rhode Island	Not registered
Indiana	Not registered	South Dakota	Not registered
Maryland	Not registered	Virginia	Not registered
Michigan	Not registered	Washington	Not registered
Minnesota	Not registered	Wisconsin	Not registered

In all other states, the effective date of this disclosure document is the issuance date of April 22, ~~2011-16, 2012.~~

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