FRANCHISE PANDA.com

FRANCHISE DISCLOSURE DOCUMENT



PB Franchising, LLC

Aa Delaware Łlimited Łliability Ccompany
100 Dunbar Street, Suite 301
Spartanburg, South Carolina 29306
(864) 594-5712

www.purebarre.com
Mailing Address:
P.O. Box 3524
Spartanburg, South Carolina 29304

www.purebarre.com

You, the franchisee, will The franchise is for the development and operateion of an exercise and workout studio, using the Pure Barre business system.

The total investment necessary to begin operation of a Pure Barre franchise is \$111,500 to \$182,500, plus the real estate cost of leasing or purchasing a sitestudio is \$151,500 to \$252,500. This includes \$44,00045,200 that must be paid to the franchisor or its affiliates.

If, in our discretion, we grant the right to develop multiple units, the total investment necessary under the Multi-Unit Development Agreement is estimated to be \$90,000 to \$315,000 (based on a 2 to 7 studio commitment, but depending on the actual number of Pure Barre studios you agree to develop). This entire amount must be paid to the franchisor or its affiliates. We credit the development fee portion, in \$20,000 increments, toward the initial franchise fee that is due as franchise agreements are signed until the aggregate amount of these credits equals the development fee.

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 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 <u>Sloan EvansMartha Albergotti</u> at 100 Dunbar Street, <u>Suite 301</u>, Spartanburg, South Carolina 29306 and (864) 594-<u>57125723</u>.

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(s) carefully. Show your contract and this disclosure document to an advisor, like a lawyer 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.

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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 franchise administrator listed in Exhibit $\underline{\mathbb{E}G}$ for information about the franchisor, or about franchising in your state.

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

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

- 1. THE **FRANCHISE** AGREEMENT AND MULTI-UNIT DEVELOPMENT AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION OR LITIGATION ONLY IN THE COUNTY IN WHICHOR WITHIN 50 MILES OF OUR WHERE OUR PRINCIPAL PLACE OF BUSINESS IS THEN LOCATED (CURRENTLY IN SOUTH CAROLINA). **OUT-OF-STATE** ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE OR LITIGATE WITH US IN THE COUNTY IN WHICHOR WITHIN 50 MILES OF WHERE OUR PRINCIPAL PLACE OF BUSINESS IS THEN LOCATED THAN IN YOUR OWN STATE.
- 2. THE FRANCHISE AGREEMENT <u>AND MULTI-UNIT DEVELOPMENT AGREEMENT</u> STATES THAT SOUTH CAROLINA LAW GOVERNS THE AGREEMENTS, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
- 3. YOU WILL BE OBLIGATED TO GENERATE A CERTAIN MINIMUM GROSS SALES VOLUME IN EACH CALENDAR YEAR. IF YOU DO NOT GENERATE THESE MINIMUM AMOUNTS WE WILL HAVE THE RIGHT TO TERMINATE THE FRANCHISE AGREEMENT.
- 4. PB FRANCHISING, LLC IS A SUCCESSOR TO PURE BARRE FRANCHISING, LLC. AS
 A SUCCESSOR ENTITY, PB FRANCHISING, LLC IS A NEWLY FORMED ENTITY
 WITH LIMITED FRANCHISE OPERATING HISTORY AND FINANCIAL HISTORY
 TO ASSIST A PROSPECTIVE FRANCHISEE IN DECIDING TO MAKE THIS
 INVESTMENT.

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<u>4.</u> 5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

The effective dates of this \underline{Dd} is closure \underline{Dd} ocument in the states with franchise registration laws in which we have sought registration or exemption appear on the following page.

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