

FRANCHISE DISCLOSURE DOCUMENT

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Serendipity Labs

Serendipity Labs Franchise International, LLC a Delaware limited liability company 28 AM IO: 01 80 Theodore Fremd Avenue DEPARTMENT OF Rye, New York 10580 BUSINESS OVERSIGHT SAN FRANCISCO brad@serendipitylabs com www serendipitylabs com

As a SERENDIPITY LABS® franchisee, you will operate a highly-accessible workplace/meeting place that offers members workspaces with access to telecommunications systems, meeting facilities, data transmission services, reception areas, and business support from trained client support representatives, as needed, on a temporary or longer-term basis

The total investment necessary to begin operation of a SERENDIPITY LABS franchised business ranges from \$221,900 to \$917,600 for a Standard Lab and from \$283,500 to \$1,479,400 for a Hub Lab This includes \$61,200 to \$65,400 for a Standard Lab, or \$66,300 to \$70,600 for a Hub Lab, that must be paid to franchisor The total investment necessary to obtain development rights for Labs ranges from \$60,000 to \$100,000 (for 3 to 5 additional Labs), all of which must be paid to franchisor

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, franchisor or an affiliate in connection with the proposed franchise sale **Note**, however, that no government 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 Brad LeBlanc at brad@serendipitylabs com or 80 Theodore Fremd Avenue, Rye, New York, (855) 801-7757

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 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, DC 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 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 A 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

- THE FRANCHISE AGREEMENT REQUIRES YOU TO ARBITRATE OR LITIGATE WITH US ONLY IN THE STATE IN WHICH OUR PRINCIPAL BUSINESS ADDRESS IS THEN LOCATED (CURRENTLY, NEW YORK) OUT-OF-STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT ALSO MAY COST MORE TO ARBITRATE OR LITIGATE WITH US IN THE STATE IN WHICH OUR PRINCIPAL BUSINESS ADDRESS IS THEN LOCATED THAN IN YOUR OWN STATE
- 2 NEW YORK LAW GOVERNS THE FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT, 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 REQUIRED TO MAKE AN ESTIMATED INITIAL INVESTMENT RANGING FROM \$221,400 TO \$1,464,400 THIS AMOUNT EXCEEDS OUR STOCKHOLDERS' EQUITY AS OF DECEMBER 31, 2015, WHICH WAS A DEFICIT OF \$1,435,335
- 4 UNDER THE FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT, YOUR TERRITORY IS NOT EXCLUSIVE YOU MAY FACE COMPETITION FROM OTHER FRANCHISEES, FROM FRANCHISOR-OWNED OUTLETS OR FROM OTHER CHANNELS OF DISTRIBUTION OR COMPETITIVE BRANDS WE CONTROL
- THE FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT CONTAIN PROVISIONS THAT LIMIT YOUR RIGHTS AND MAY NOT BE ENFORCEABLE IN CALIFORNIA, INCLUDING BUT NOT LIMITED TO, A TIME LIMIT TO RAISE CLAIMS AGAINST US, A LIMITATION OF DAMAGES AND A WAIVER OF JURY TRIAL



6 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. You should be sure to do your own investigation of the franchise.

Effective Dates

See next page for effective dates in various jurisdictions

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