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FRANCHISE DISCLOSURE DOCUMENT

The Little Gym International, Inc.
(a Delaware corporation)
7500 North Dobson Road, Suite 220
Scottsdale, AZ 85256
www.thelittlegym.com
www.thelittlegymfranchise.com
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(480) 948-2878 (Phone)
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You will operate a business that provides physical fitness, recreational gymnastic, motor skills development and other programs for children

The total investment necessary to begin operation of a The Little Gym franchise with a Standard Territory is \$181,450 to \$428,500 This includes \$107,075 to \$167,825 that must be paid to us or our affiliates The total investment necessary to begin operation of a The Little Gym franchise with a Medium Market Territory is \$133,950 to \$309,000 This includes \$76,075 to \$120,825 that must be paid to us or our affiliates The total investment necessary to begin operation of a The Little Gym franchise with a Small Market Territory is \$87,750 to \$172,000 This includes \$51,575 to \$83,825 that must be paid to us or our affiliates

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.**

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 to 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 February 21, 2018, as amended October 12, 2018

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 E 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 REQUIRES YOU TO RESOLVE DISPUTES WITH US BY MEDIATION OR ARBITRATION ONLY IN ARIZONA OUT OF STATE MEDIATION OR ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST MORE TO MEDIATE OR ARBITRATE WITH US IN ARIZONA THAN IN YOUR HOME STATE
- 2 THE FRANCHISE AGREEMENT STATES THAT ARIZONA LAW GOVERNS THE AGREEMENT THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW YOU MAY WANT TO COMPARE THESE LAWS
- 3 YOUR SPOUSE OR LEGAL DOMESTIC PARTNER MUST ALSO SIGN A PERSONAL GUARANTEE MAKING YOUR SPOUSE OR LEGAL DOMESTIC PARTNER INDIVIDUALLY LIABLE FOR YOUR FINANCIAL OBLIGATIONS UNDER THE AGREEMENT THE GUARANTEE WILL PLACE YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS AT RISK IF YOUR FRANCHISE FAILS
- 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 for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

Effective Date See the next page for state effective dates

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, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates

California	April 10, 2018, as amended _____, 2018
Hawaii	March 30, 2018, as amended _____, 2018
Illinois	March 26, 2018, as amended _____, 2018
Indiana	April 6, 2018
Maryland	May 23, 2018, as amended _____, 2018
Michigan	July 13, 2018
Minnesota	March 29, 2018, as amended _____, 2018
New York	March 30, 2018, as amended _____, 2018
North Dakota	April 2, 2018, as amended _____, 2018
Rhode Island	May 2, 2018, as amended _____, 2018
Virginia	April 9, 2018, as amended _____, 2018
Washington	June 7, 2018, as amended _____, 2018
Wisconsin	March 27, 2018, as amended _____, 2018

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