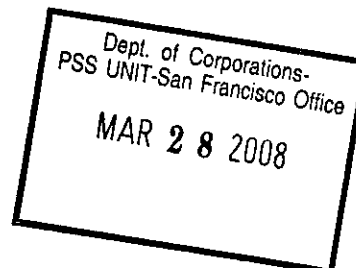




FRANCHISE DISCLOSURE DOCUMENT

CURVES INTERNATIONAL, INC.

a Texas corporation
100 Ritchie Road
Waco, Texas 76712
254-399-9285
254-399-9731 (fax)
www.curves.com



The franchisee will operate a thirty minute fitness and weight-loss center to offer instruction to the general public on weight reduction and fitness.

The total investment necessary to begin operation of a Curves franchise is \$38,170 to \$44,595. This includes \$29,900 that must be paid to the franchisor or affiliate. This sum does not include any real estate costs.

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 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:

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 Attachment 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:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY MEDIATION OR LITIGATION ONLY IN TEXAS. OUT-OF-STATE MEDIATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT. IT MAY ALSO COST YOU MORE TO MEDIATE OR LITIGATE WITH US IN TEXAS THAN IN YOUR HOME STATE.
2. THE FRANCHISE AGREEMENT STATES THAT TEXAS 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. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

The franchise seller is Curves International, Inc., 100 Ritchie Road, Woodway, Texas 76712, 254-399-9285.

We may 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 Date:

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- A. List of State Administrators
- B. List of Our Current Franchise Locations
- C. List of Our Agents for Service of Process
- D. List of Franchisees Who Have Left the System

Item 1.

The Franchisor and any Parents, Predecessors, and Affiliates

To simplify the language in this Disclosure Document, "We", "Us" or "Our" means CURVES INTERNATIONAL, INC., the Franchisor. "You" means the person who buys the Franchise. If You are a corporation or partnership, "You" includes the owners of the Franchise. We are a Texas corporation that was incorporated in October 1995. We maintain Our principal place of business at 100 Ritchie Road, Waco, Texas 76712. We do business under our corporate name and under the names *Curves®* and *Curves for Women®*. We do not engage in any other business activity. Our agents for service of process are listed on Attachment C.

Our predecessor was Curves for Women, Inc., a Texas corporation incorporated in August 1992. Curves for Women, Inc. began the development of procedures and systems which were to form the foundation for Us. Curves for Women, Inc. owned and operated 2 aerobics and weight loss centers in Texas from August 1992 to October 1995 when they were sold. Curves for Women, Inc. has never offered any franchises for this business or franchises in any other lines of business. Unless stated in this Disclosure Document to the contrary, information for Us and Curves for Women, Inc. are the same. Curves for Women, Inc. is not active. The business address of Curves for Women, Inc. is 100 Ritchie Road, Waco, Texas 76712.

Curves for Women II, L.C., a Texas limited liability company formed in August 1994, is Our affiliate. The principal business address of Curves for Women II, L.C. is 100 Ritchie Road, Waco, Texas 76712. Curves for Women II, L.C. owned and operated a *Curves for Women®* fitness center from August 1994 to April 1997 when it was sold. Curves for Women II, L.C. offers for sale to *Curves for Women®* franchisees products, including check drafts used for members, and extra equipment. Curves for Women II, L.C. does not and has never offered any franchises for this business or franchises in any other lines of business.

Heavin Ideas In Action, Inc., a Texas corporation formed September 24, 1993, is Our affiliate. The principal address of Heavin Ideas In Action, Inc. is 100 Ritchie Road, Waco, Texas 76712. Heavin Ideas In Action, Inc. manufactures and sells products and extra equipment. Heavin Ideas In Action, Inc. does not and has never offered any franchises for this business or franchises in any other lines of business.

CFW Spain, Inc., a Nevada corporation formed in December 2002, is Our affiliate. The principal business address of CFW Spain, Inc. is 101 Convention Center Drive, Suite 700, Las Vegas, Nevada 89109. Since its origin, CFW Spain, Inc. has offered and continues to offer for sale *Curves®* and *Curves for Women®* franchises in the country of Spain. CFW Spain, Inc. does not and has never offered any franchises in any other lines of business.

CFW Group, Inc., a Nevada corporation formed in February 2002, is Our affiliate. The principal business address of CFW Group, Inc. is 101 Convention Center Drive, Suite 700, Las Vegas, Nevada 89109. Since February 2002, CFW Group, Inc. has offered and continues to offer for sale *Curves®* and *Curves for Women®* franchises internationally. CFW Group, Inc. does not and has never offered

any franchises in any other lines of business.

CFW Mexico, Inc., a Nevada corporation formed in February 2002, is Our affiliate. The principal business address of CFW Mexico, Inc. is 101 Convention Center Drive, Suite 700, Las Vegas, Nevada 89109. Since February 2002, CFW Mexico, Inc. has offered and continues to offer for sale *Curves®* and *Curves for Women®* franchises in the country of Mexico. CFW Mexico, Inc. does not and has never offered any franchises in any other lines of business.

CFW Latin America, Inc., a Nevada corporation formed in March 2003, is Our affiliate. The principal business address of CFW Latin America, Inc. is 101 Convention Center Drive, Suite 700, Las Vegas, Nevada 89109. Since March 2003, CFW Latin America, Inc. has offered and continues to offer for sale *Curves®* and *Curves for Women®* franchises internationally. CFW Latin America, Inc. does not and has never offered any franchises in any other lines of business.

Member Dues for Curves, Inc., a Nevada corporation formed in April 2004, is Our affiliate. The principal business address of Member Dues for Curves, Inc. is 101 Convention Center Drive, Suite 700, Las Vegas, Nevada 89109. Since April 2004, Member Dues for Curves, Inc. has offered and continues to offer electronic fund transfer services to franchisees. Member Dues for Curves, Inc. does not and has never offered any franchises in any lines of business.

CFW Australasia/Southeast Asia, Inc., a Nevada corporation formed in May 2006, is Our affiliate. The principal business address of CFW Australasia/Southeast Asia, Inc. is 101 Convention Center Drive, Suite 700, Las Vegas, Nevada 89109. Since May 2006, CFW Australasia/Southeast Asia, Inc. continues to provide operational support to franchisees of CFW Group, Inc. CFW Australasia/Southeast Asia, Inc. does not and has never offered any franchises in any lines of business.

Curves Operations Northern Europe Limited, an England/Wales corporation formed in March 2006, is Our affiliate. The principal business address of Curves Operations Northern Europe Limited is 35 Vine Street, London EC3N 2AA. Since March 2006, Curves Operations Northern Europe Limited continues to provide operational support to franchisees of CFW Group, Inc. Curves Operations Northern Europe Limited does not and has never offered any franchises in any lines of business.

JSB, LLC, a Texas limited liability company formed in March 2006, is Our affiliate. The principal business address of JSB, LLC is 100 Ritchie Road, Waco, Texas 76712. Since March 2006, JSB, LLC has and will sometimes own and operate *Curves®* franchises for temporary periods of time until they can be sold to a third party. JSB, LLC does not and has never offered any franchises in any lines of business.

We are in the business of granting and providing services to Our franchisees consisting of the opportunity to open and operate a thirty minute fitness and weight-loss center under the *Curves®* and *Curves for Women®* trade names, trademarks and system of operating procedures. References to either *Curves®* or *Curves for Women®* within this Disclosure Document are the same. We have offered *Curves for Women®* franchises since October 1995. We do not own or operate any franchises for an extended period of time. We do not sell franchises in other lines of business.

We will grant You the right to operate 1 *Curves*® thirty minute fitness and weight-loss center at a location specified in the Franchise Agreement found in this Disclosure Document as Exhibit B. You will offer thirty minute fitness and weight reduction instruction to the general public as an independently owned and operated entity using Our system of operations, logos and trademarks. We will advise and assist You in the following areas to enhance Your ability to open and operate a *Curves*® thirty minute fitness and weight loss center: site selection; the hiring of staff; training of You and Your staff; designing and laying out an efficient center; and operation of the center.

Our prior business experience includes 4 years of the operation of *Curves for Women*® fitness centers. We have additionally allowed 15 independently owned and operated fitness centers to utilize the basic *Curves for Women*® fitness program and equipment since 1992.

Your competitors include other national fitness chains and local fitness centers. You will offer Your services in a developed market. We believe the fitness program We provide for You will give You a distinctive product in comparison to Your competition and thus provide You with a competitive edge in the fitness industry for women.

There are no specific national standards regulating the fitness industry or the franchise. Many states have laws regulating fitness center contracts, weight loss instruction, weight loss products, operations and licenses. These regulations vary from state to state and could affect Your operations.

Item 2.

Business Experience

Unless otherwise noted, all of Our personnel are based in Waco, Texas.

Chief Executive Officer and Director: Howard Gary Heavin

Mr. Heavin has served as Our Chief Executive Officer and Our Chairman of the Board of Directors since October 1995. He served as Our President from March 2004 to November 9, 2005 and from October 1995 to April 1997. He was President and Chairman of the Board of Directors of Curves for Women, Inc. from 1992 until 1995. He holds a Bachelor's degree in Health and Nutritional Counseling from Thomas Edison State College. Mr. Heavin has been in the health and fitness industry for approximately 25 years, including the development of Woman's World, a chain of fitness facilities, the manufacture of exercise equipment, counseling weight loss clients and providing consulting services for club owners internationally. Mr. Heavin was Chief of Operations for Powercise, and a Director of sales of Maxxim Medical. Mr. Heavin is the author of *Curves on the Go*, *Curves*, *Curves Member Guide*, *Sweet Joy of Sugar Free Living*, *Heavin Formula*, *Permanent Results Without Permanent Dieting*.

Executive Vice President and Director: Diane M. Heavin

Ms. Heavin has served as Our Executive Vice President since August 2005. She held the position of Vice President from October 1995 to June 2004. She has and continues to be a Director for Us since October 1995. Ms. Heavin was an operating officer of Curves for Women, Inc. from August 1992 to October 1995. In addition she has been a supervisor of a *Curves for Women*® center in Harlingen. Ms. Heavin also has 5 years of experience as a newspaper advertising representative and has been responsible for assisting in the development of advertising for *Curves*® and *Curves for Women*®.

President: Mike Raymond

Mr. Raymond has served as Our President since November 10, 2005. He served as Our Senior Vice President of Marketing and Advertising from August 2005 to November 10, 2005. He served as Our Director of Marketing from May 2002 to July 2005. Mr. Raymond was previously employed as Director of Marketing at Arthur Andersen, LLP in St. Louis, Missouri from April 1999 to April 2002.

Senior Vice President of Legal Affairs and Chief General Counsel: Roger N. Schmidt

Mr. Schmidt has served as Our Senior Vice President of Legal Affairs since August 2005 and as Our Chief General Counsel since August 2001. Mr. Schmidt served as Our Vice President from June 2004 to August 2005. He served as Our Secretary from January 2002 to June 2004. Mr. Schmidt was employed by The Olajuwon Group, a multi-franchisee in the food industry, as general counsel for the year prior to being Our Chief General Counsel. He has owned and managed a successful civil litigation firm in Houston, Texas for over 20 years. Mr. Schmidt obtained a Juris Doctorate Degree of Law from South Texas College of Law in 1975.

Senior Vice President of Product Distribution: David Heavin

Mr. David Heavin has served as Our Senior Vice President of Product Distribution since August 2005. He is based in Kerrville, Texas. He was employed by Heavin Ideas In Action, Inc., Our affiliate, as Chief Executive Officer from February 1992 to June 2005. Mr. David Heavin has served as President of Heavin Ideas In Action, Inc. since June 2005.

Senior Vice President of Product Development: Glenna Heavin

Mrs. Glenna Heavin has served as Our Senior Vice President of Product Development since August 2005. She is based in Kerrville, Texas. She was employed by Heavin Ideas In Action, Inc., Our affiliate, as President from February 1992 to June 2005. Mrs. Glenna Heavin has served as Vice President of Heavin Ideas In Action since June 2005.

Senior Vice President of Operations: Vicki D. Langan

Ms. Langan has served as Our Senior Vice President of Operations since August 2006. Ms. Langan was employed by Regis Corporation in Minnesota, the world's largest owner, operator and franchisor of hair and retail product sales, from May 1995 to August 2006, serving as its chief operating officer from May 2001 to August 2006. Ms. Langan has a Bachelor of Business Administration & Accounting Degree from Southwest Texas State University and is a licensed certified public accountant.

Vice President of International: Jim Johnson

Mr. Johnson has served as Our Vice President of International since October 2007. Mr. Johnson has served as Our International Director since May 2007. Based in Waco, Texas, he served as an independent sales representative for CFW Group, Inc., Our affiliate, from November 2002 to May 2007. Mr. Johnson obtained his BBA in Management and Marketing from Baylor University in 1975.

Treasurer and Chief Financial Officer: Ronnie Glaesmann

Mr. Glaesmann, a CPA, has served as Treasurer and Chief Financial Officer since January 2006. He also served as Our Controller from December 2004 to December 2005. From March 2004 to December 2004, Mr. Glaesmann was Vice President of National Stage Equipment Co. in Waco, Texas. He served in various executive roles during the last 7 years of his 11 year tenure with Hillcrest Health Systems in Waco, Texas, which spanned the period from September 1993 to February 2004. Mr. Glaesmann obtained his MBA from Baylor University in 1997 and his Bachelors of Business Administration in Accounting from Texas A&M University in 1984.

Secretary and General Counsel: Kevin D. Ayers

Mr. Ayers has served as Our Secretary since June 2004 and Our General Counsel since April 1997. He was employed by The Dwyer Group, Inc, a conglomerate of franchise companies, for 2 years prior to working for Us. Mr. Ayers had previously worked in the fitness industry for over 8 years

prior to obtaining his degrees. Mr. Ayers obtained a Juris Doctorate Degree of Law from Baylor University School of Law in 1995 and a Bachelor of Business Administration from the Baylor University School of Business in 1995.

Item 3.

Litigation

Marie Hammill v. Lunaco, Inc. d/b/a Curves for Women and Ecological Services International, Inc. and Curves International, Inc. No. 05-14887; filed in Montgomery County, Pennsylvania. On 10/25/06, a third-party action for indemnification was filed against Us by Ecological Services. Plaintiff, a member of a Curves® franchise, alleges injury from a piece of equipment as a result of alleged strict liability and breach of warranty. As of the date of this Disclosure Document, this case is still pending.

Lita Ford v. Lin Vinicky, Kellie Punklett, Curves for Women d/b/a Curves, Pee Vee Inc. d/b/a Curves for Women in Chicagoland, Higher Ground Management Inc., Curves International, Inc. and Ecological Services International, Inc. Case No. 2005 L 010716; filed in Cook County, Illinois. On 9/29/05, an action was filed against Us by a member of a Curves® franchise for injuries allegedly sustained on a piece of equipment resulting from alleged negligence and strict liability. Ecological Services has filed a counterclaim against Us and the franchisee for indemnification. As of the date of this Disclosure Document, this case is still pending.

Barbara Broome v. Curves International, Inc., Sonic Records, Inc. and/or Daryl Battaglia, Sr., d/b/a "Curves" and "ABC" Insurance Company. Case No. 106-511; filed in St. Bernard Parish, Louisiana. On 6/23/06, an action was filed against Us by a member of a Curves® franchise for injuries allegedly sustained by stepping on a foreign object resulting from an alleged failure to warn and provide adequate safety protocols. As of the date of this Disclosure Document, this case is still pending.

Nina R. Moss, et al. v. Curves International, Inc. Case No. 06-21876; filed in U.S. District Court for the Southern District of Florida. On 7/27/06, an action was filed against Us by former and current franchisees alleging breach of contract, breach of implied covenant of good faith and fair dealing, violation of Florida Franchise Act, fraudulent inducement, concealment, negligent misrepresentation, omission, rescission and DTPA violations for Our alleged failure to provide ongoing franchise support, placing franchise locations too close together and misstatements on Our Disclosure Document. On May 23, 2007, this case was transferred to U.S. District Court for the Western District of Texas, Waco Division, and consolidated with the case styled **Momentum Marketing Sales & Service, Inc., et al. v. Curves International, Inc. and Howard Gary Heavin;** Civil Action No. W07CA048. As of the date of this Disclosure Document, this case is still pending.

Momentum Marketing Sales & Service, Inc., et al. v. Curves International, Inc. and Howard Gary Heavin. Civil Action No. W07CA048; filed in U.S. District Court, Western District of Texas, Waco Division. On 2/14/07, an action was filed against Us by former/current franchisees alleging breach of contract, breach of implied covenant of good faith and fair dealing, fraudulent inducement, concealment, negligent misrepresentation and omission, rescission, violations of the Texas Deceptive Trade Practices and Consumer Protection Act, violation of Illinois Franchise Disclosure Act, violation of Missouri Merchandising Practices Act, violation of Massachusetts Unfair Trade Practices Act, violations of Ohio Consumer Sales Practices Act, violation of Pennsylvania Unfair Trade Practices/Consumer Protection Law, violation of Minnesota Franchise Act, violation of Michigan Franchise Investment Law, violation of Connecticut Unfair Trade Practices Act, violation

of Maryland Franchise Registration and Disclosure Law, violation of Maryland Consumer Protection Act, violation of New Hampshire Consumer Protection Act, violation of Georgia Fair Business Practice Act, violation of Wisconsin Franchise Investment Law, violation of North Carolina Unfair Trade Practices Act, violation of Arkansas Franchise Practices Act, violation of Arkansas Deceptive Trade Practices Act, violation of Indiana Franchise Practices Act, violation of Indiana Deceptive Trade Practices Act, violation of Colorado Consumer Protection Act, violation of Florida Franchise Act and violation of Iowa Franchise Act for Our alleged failure to provide ongoing franchise support, placing franchise locations too close together and misstatements on Our Disclosure Document. As of the date of this Disclosure Document, this case is still pending.

Emily Dominguez, et al. v. Curves International, Inc. and Howard Gary Heavin. Civil Action No. 07-388 (KSH); filed in U.S. District court for the District of New Jersey, Newark Vicinage. On 1/24/07, an action was filed against Us by former/current franchisees alleging breach of contract, breach of implied covenant of good faith and fair dealing, violation of New Jersey Franchise Practices Act, fraudulent inducement, concealment, negligent misrepresentation and omission and rescission for Our alleged failure to provide ongoing franchise support, placing franchise locations too close together and misstatements on Our Disclosure Document. On August 8, 2007, this case was transferred to U.S. District Court for the Western District of Texas, Waco Division and consolidated with the case styled **Momentum Marketing Sales & Service, Inc., et al. v. Curves International, Inc. and Howard Gary Heavin.** Civil Action No. W07CA048. As of the date of this Disclosure Document, this case is still pending.

Curves International, Inc. v. Sandra Greene. Cause No. 2007-472-5; filed in McLennan County, Texas. On 2/9/07, We filed an action against a former franchisee seeking recovery of damages for breach of contract and conversion resulting from said former franchisee's abandonment of the franchise. On May 23, 2007, this case was transferred to U.S. District Court for the Western District of Texas, Waco Division, and consolidated with the case styled **Momentum Marketing Sales & Service, Inc., et al. v. Curves International, Inc. and Howard Gary Heavin.** Civil Action No. W07CA048. As of the date of this Disclosure Document, this case is still pending.

Julie Cooley, et al. v. Curves International, Inc. and Howard Gary Heavin. Civil Action No. CV 07 0680R (SHX); filed in U.S. District Court, Central District of California. On 1/29/07, an action was filed against Us by former/current franchisees alleging breach of contract, breach of implied covenant of good faith and fair dealing, violation of California Franchise Investment Law, violation of California Unfair Competition Law, fraudulent inducement, concealment, negligent misrepresentation and omission and rescission for Our alleged failure to provide ongoing franchise support, placing franchise locations too close together and misstatements on Our Disclosure Document. On July 30, 2007, the court dismissed this case based on the mediation clause of the respective franchise agreements and ordered that the parties submit to mediation without prejudice to any party moving to reopen the case within 90 days after completion of mediation. On January 9, 2008, the court entered an order vacating the dismissal and reopening this action. As of the date of this Disclosure Document, this case is still pending.

Healthy Directions Northwest, Inc. v. Curves International, Inc., George Blaine and Sandy Blaine d/b/a Curves. Cause No. 2006-3005-5; filed in McLennan County, Texas. On 8/23/06, an action was filed against Us by a former franchisee alleging fraudulent inducement, breach of third-party beneficiary contract, DTPA violations, negligent misrepresentations and malice in connection with a

Curves® club location. As of the date of this Disclosure Document, this case is still pending.

Ann Marie Lees v. Curves International, Inc. and Linda S. Panasci and Ileen Marie Forcine d/b/a Curves of Rosement. No. 06-20304; filed in Delaware County, Pennsylvania. On 12/21/06, an action was filed against Us by a member of a Curves® franchise alleging negligence and strict liability in connection with injuries allegedly sustained by a piece of equipment. As of the date of this Disclosure Document, this case is still pending.

Luv2BFit, Inc., et al. v. Curves International, Inc. and Howard Gary Heavin. Case No. 06-CV-15415 (CSH); filed in U.S. District Court, Southern District of New York. On 1/24/07, an action was filed against Us by former/current franchisees alleging breach of contract, breach of implied covenant of good faith and fair dealing, violation of New York General Business Law §680, violation of the New York Deceptive Acts and Practices Act, fraudulent inducement, concealment, negligent misrepresentation and omission and rescission for Our alleged failure to provide ongoing franchise support, placing franchise locations too close together and misstatements on Our Disclosure Document. As of the date of this Disclosure Document, this case is still pending.

Curves International, Inc. v. Lydia Samaniego Romero. Cause No. 2007-473-5; filed in the 414th Judicial District court, McLennan County, Texas. On 2/9/07, We filed an action against a former franchisee seeking recovery of damages for breach of contract and conversion resulting from said former franchisee's abandonment of the franchise. In April 2007, this case was transferred to the 170th Judicial District Court and consolidated with the case styled **Linda G. Woodward, Susan Taylor Harper, Lydia S. Romero, Jeffrey P. Kalbfleisch and Stephanie Kalbfleisch v. Curves International, Inc.**; Cause No. 2007-1065-4. As of the date of this Disclosure Document, this case is still pending.

Linda G. Woodward, Susan Taylor Harper, Lydia S. Romero, Jeffrey P. Kalbfleisch and Stephanie Kalbfleisch v. Curves International, Inc. Cause No. 2007-1065-4; filed in the 170th Judicial District Court, McLennan County, Texas. On March 20, 2007, an action was filed against Us by former and current franchisees seeking compensatory and punitive damages for alleged breach of contract, fraudulent inducement and concealment, negligent misrepresentation and omission, rescission and violation of the Texas Deceptive Trade Practices and Consumer Protection Act. As of the date of this Disclosure Document, this case is still pending.

Bonnie Lee Frasier v. Curves International, Inc., DAB Health Services, LLC and Capece Limited Partnership. Index No. 20070353; filed in Montgomery County Supreme Court, New York. On April 10, 2007, an action was filed against Us by a member of a Curves® franchise seeking damages for alleged negligence in connection with injuries she allegedly sustained exiting the premises of said franchise. As of the date of this Disclosure Document, this case is still pending.

Marianne Hendrix v. Curves International, Inc., Curves of Del Rio, Sheryl Whitworth and Michael Whitworth. Cause No. 26770; filed in the 83rd Judicial District Court, Val Verde County, Texas. On August 27, 2007, an action was filed against Us by a member of a Curves® franchise seeking damages for alleged negligence, gross negligence, dangerous/defective condition, breach of contract, fraud and violations of the Deceptive Trade Practices Act in connection with injuries she allegedly sustained when she lost her balance and fell. As of the date of this Disclosure Document, this case is still pending.

Doris T. Holland and Floyd M. Holland v. Deborah's Health and Wellness, LLC, Deborah Hull, Lee Hull and Curves International, aka Curves for Women. Case No. 07CV960D; filed in the Court of Common Pleas, Richland County, Ohio. On July 6, 2007, an action was filed against Us by a member of a Curves® franchise and her husband. The member is seeking damages for alleged breach of contract, negligence and breach of duty as a business invitee in connection with injuries she allegedly sustained when she fell off a piece of exercise equipment. The member's husband is seeking damages for deprived society, companionship and services of his wife. As of the date of this Disclosure Document, this case is still pending.

Curves International, Inc. v. Linda S. Mosbarger. Case Action No. 2:07-CV-807-NHT; filed in U.S. District court, Middle District of Alabama, Northern Division. On September 7, 2007, We filed an action against a former franchisee seeking damages for breach of contract, unfair competition, misappropriation of goodwill, federal trademark infringement, false designation and misrepresentation of origin and federal trademark dilution arising out of said former franchisee's operation of a fitness and weight loss facility that competes with Our fitness and weight loss facilities. As of the date of this Disclosure Document, this case is still pending.

Ruth Ann Poole v. Faithfully Fit, Inc. d/b/a Curves & Curves International, Inc. No. 07-L-98; filed in the First Judicial Circuit Court, Williamson County, Illinois. On July 12, 2007, an action was filed against Us by a member of a Curves® franchise seeking damages for alleged negligence and failure to warn in connection with injuries she allegedly sustained when her foot allegedly caught on a piece of equipment causing her to fall. As of the date of this Disclosure Document, this case is still pending.

Bonnie Plumb, Next Friend to Ruby Erdely v. Curves International, Inc. Case No. 07-731493 NO; filed in Wayne County, Michigan. On November 28, 2007, an action was filed against Us by a member of a Curves® franchise for injuries allegedly sustained on a piece of equipment resulting from alleged negligence and breach of warranty. As of the date of this Disclosure Document, this case is still pending.

Richard M. Zelma v. Fleischers' Fitness LLC d/b/a Curves of Closter and Michael Fleischer and Andrew Fleischer d/b/a Curves for Women a/k/a Curves of Westwood and Curves International, Inc. d/b/a a/k/a Curves. Docket No. L-8084-07; filed in the Superior Court of Bergen County, New Jersey – Law Division. On November 7, 2007, an action was filed against Us by the husband of a former member of a Curves® franchise alleging employees at said franchise engaged in prohibited telemarketing. As of the date of this Disclosure Document, this case is still pending.

Sylvia Zuniga v. Curves International, Inc. Case No. 07-36155CA02; filed in the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida. On October 24, 2007, an action was filed against Us by a former employee alleging promissory estoppel and breach of oral contract for wrongful termination. As of the date of this Disclosure Document, this case is still pending.

Sam Hance, Don Buster, Robert Findley, Charles William Cunningham, David Mesmer, Cathy Reardon and Darrel Payne v. Curves International, Inc., Howard Gary Heavin and Roger Schmidt. Cause No. 2005-760-4; filed in the 170th Judicial District Court, McLennan County, Texas. On March 10, 2005, an action was filed by Our former independent sales representatives

against Us, Howard Gary Heavin and Roger Schmidt seeking recovery of damages for alleged fraud, breach of fiduciary duty, declaratory judgment, breach of contract, rescission, and tortious interference with contract. A confidential settlement agreement between the parties was reached in which We paid the plaintiffs additional amounts in proportion to the number of Curves franchises each plaintiff sold. All alleged claims were declared to have no matter and were withdrawn.. On October 19, 2005, the court dismissed this case.

Connie Toenings and John Toenings v. Kristen LeBlanc, individually and d/b/a Curves for Women, Curves International and Ecological Services International, Inc. Case No. 06-152 NO; filed in St. Joseph County, Michigan. On 2/15/06, an action was filed against Us by a member of a Curves® franchise alleging negligence, gross negligence, willful and wanton misconduct, breach of implied warranties and breach of Michigan's Product Liability Law for injuries allegedly sustained by a piece of equipment. A cross-claim has been filed against Us by Ecological Services for indemnification. A confidential settlement agreement between the parties was reached in which We did not pay any material monetary amount. The case was dismissed by the court in October 2007.

Karen Garcia v. DGM Partners, Rye, C/O DLC Management E & F Fitness, Inc., Delilah Realty Co., LLC, and Curves International. Index No. 07198-06; filed in Suffolk County, New York. On 5/17/06, an action was filed against Us by a member of a Curves® franchise for injuries allegedly sustained in a slip and fall incident as a result of alleged negligence. On January 28, 2008, the court granted Our motion for summary judgment. As of the date of this Disclosure Document, the order has not yet been entered by the court.

Karen A. Sydnor v. Curves for Women Charlotte Hall, Shape Makers, LLC d/b/a Curves for Women Charlotte Hall, William Squires, Sports & Fitness d/b/a Curves for Women, Curves International, Inc. and Ecological Services, Int'l, Inc. Case No. 18-C-07-000182 OT; filed in the Circuit Court for St. Mary's County, Maryland. On February 8, 2007, an action was filed against Us by a member of a Curves® franchise seeking damages for alleged negligence and products liability-design defect/manufacturing defect/failure to warn in connection with injuries she allegedly sustained on a piece of equipment. On August 3, 2007, Defendant Ecological Services filed a cross claim against Us for indemnification and/or contribution. A confidential settlement agreement was reached by the parties in which We did not pay any material monetary amount. The court entered an order of dismissal on January 22, 2008.

Other than these 25 actions, no litigation is required to be disclosed in this Disclosure Document.

Item 4.

Bankruptcy

No person previously identified in Items 1 or 2 of the Disclosure Document has been involved as a debtor in proceedings under the U.S. Bankruptcy Code required to be disclosed in this Item.

Item 5.

Initial Franchise Fee

You must pay Us an initial franchise fee of \$29,900.00 for the grant of a franchise which includes the equipment system used in *Curves*® franchises with 20 stations and 1 stretching machine. This one-time fee is uniformly applied to new franchises and provides the grant of the franchise for the term of the franchise period in accordance with the terms and conditions of the Franchise Agreement. The initial franchise fee is not refundable in whole or in part. The total amount of the initial franchise fee is due and payable upon the signing of the Franchise Agreement. You are required to pay for the costs of delivering the equipment system, including shipping, crating and handling upon the signing of the Franchise Agreement. The exact amount of the delivery fee is primarily, but not solely, determined by the actual costs of the delivery and handling of the equipment. The delivery fee is not refundable. You may be able to finance the initial franchise fee through Us. See Item 10 for more information on financing the initial franchise fee through Us. We may not grant a franchise to an area with a population less than 10,000 based on the latest census statistical data provided by the U.S. Department of Commerce Bureau of the Census. We have the sole right to determine whether or not to grant a franchise to an area depending upon population using some of the following factors, although We do retain the right to consider other factors as well: demographics of territory, size of territory, location of surrounding *Curves*® franchises, proposed rent amount of location site (if available) and any experience You may have working in or owning a *Curves*® franchise. You cannot open Your franchise if We have not approved the location site of Your franchise.

Item 6.

OTHER FEES

(1) Type of fee	(2) Amount	(3) Due Date	(4) Remarks
Monthly Royalty Fee (See Note 1)	5% of the previous month's gross income (as defined in the Franchise Agreement) for Your franchise as outlined and subject to the limitations set out in Note 2 below (See Note 2)	On or before the first or fifth day of each month (See Note 2)	(See Note 2)
Monthly Advertising Fee (See Note 1)	3% of the previous month's gross income (as defined in the Franchise Agreement) for Your franchise as outlined and subject to the limitations set out in Note 3 below (See Note 3)	On or before the 20 th day of each month (See Note 3)	(See Note 3)
Training Fee (See Note 1)	(See Note 4)	(See Note 4)	(See Note 4)
Re-Location Fee (See Note 1)	\$500.00	Prior to any relocation of Your franchise location site	You must pay this fee to Us and receive written approval from Us prior to relocating Your franchise location site.
Delay of Opening Fee (See Note 1)	\$1,000.00	On demand	Applies if You change the date of opening Your franchise after the date has already been approved by Us.
Indemnification (See Note 1)	Will vary depending upon loss	On demand	You must indemnify Us if We incur losses arising out of the operation of Your business.
Fee for Our Audit of Your Franchise (See Note 1)	Cost of audit if You understated gross sales by more than 2% and any unpaid fees owed to Us	Within 7 days of being invoiced by Us	You must pay any unpaid fees and the costs of the audit if You understated gross sales by more than 2%.

Transfer Fee (See Note 1)	\$5,000.00	Prior to the transfer	You must pay this fee to Us when Your franchise is sold. There is a \$1,000 fee if the transfer is to a corporation owned solely by You.
Escrow Fee	\$1,800.00	Prior to the transfer	You must pay this fee to Us in escrow to pay for any unpaid amounts owed to Us during the process of the transfer.
Assignment Fee (See Note 1)	\$1,000.00	Prior to the assignment	You must pay this fee to Us when You assign Your franchise to any entity owned by You.
Late Fee (See Note 1)	\$35.00	On demand	Applies to any fee owed under the Franchise Agreement that is more than 5 days late.
Interest (See Note 1)	The highest rate allowable by law on any balance unpaid by more than 30 days	On demand	Payable on all overdue amounts.

Notes:

1. All fees are imposed by Us and are payable to Us unless We tell you otherwise. All fees are non-refundable. All fees imposed by Us are uniformly imposed on all franchisees subject to the offering in this Disclosure Document; however, We reserve the right to waive or reduce any such fees as circumstances warrant.
2. The Monthly Royalty Fee shall commence either upon the opening of Your franchise to the general public or the expiration of 180 days from the execution of the Franchise Agreement, whichever occurs first. You must open Your franchise no later than 180 days from the date of execution of Your Franchise Agreement. Monthly Royalty Fees shall be paid by electronic funds transfer initiated by Us from Your bank account or in any other form that We require in accordance with the Franchise Agreement. Regardless of the previous month's gross income for Your franchise, in no event will the Monthly Royalty Fee be less than \$195.00 or more than \$795.00.
3. The Monthly Advertising Fee shall commence either upon the opening of Your franchise to the general public or the expiration of 180 days from the execution of the Franchise Agreement, whichever occurs first. You must open Your franchise no later than 180 days from the date of execution of Your Franchise Agreement. Monthly Advertising Fees shall be paid by electronic funds transfer initiated by Us from Your bank account or in any other form

that We require in accordance with the Franchise Agreement. Regardless of the previous month's gross income for Your franchise, in no event will the Monthly Advertising Fee be less than \$95.00 or more than \$395.00. All advertising fund contributions and interest, dividends and other amounts earned thereon shall be used exclusively on national, regional or local media or other marketing techniques or programs designated to communicate the services of the franchises to the public in Our sole discretion, as well as for any creation and production costs incurred by Us and for any reasonable accounting, administrative and legal expenses associated with the advertising fund and for other purposes deemed appropriate by Us to enhance and promote the general recognition of Our franchises. The allocation of the advertising fund between national, regional and local expenditures and administrative expenditures will be made by Us in Our sole business judgment.

4. We do not charge You any additional fee for the training program, except that We do charge You \$1,000 for the training program if You purchase an already opened franchise from one of Our franchisees. You are required to attend a mandatory 4 and a half day training class at a time We designate. Training will be held in Waco, Texas. Your expenses and Your personnel's expenses incident to attendance at the training class, including travel, lodging, meals, transportation, and other incidental expenses, shall be paid by You.

Item 7.

YOUR ESTIMATED INITIAL INVESTMENT

	Lowest Estimated Amount	Highest Estimated Amount	Method of Payment	When Due	To Whom Payment is to Be Made
Initial Franchise Fee	\$29,900 (See Note 1)	\$29,900 (See Note 1)	(See Note 1)	(See Note 1)	Us
Travel and Living Expenses While Training (See Note 2)	\$1,000	\$2,000	As Arranged	As Incurred	Independent Vendor
Real Estate and Improvements	(See Note 3)	(See Note 3)	(See Note 3)	(See Note 3)	(See Note 3)
Education Requirements	(See Note 4)	(See Note 4)	(See Note 4)	(See Note 4)	(See Note 4)
Furniture and Equipment (See Note 5)	\$500	\$1,500	As Arranged	When Arranged	Independent Vendors
Supplies (See Note 6)	\$200	\$400	As Arranged	As Incurred	Independent Vendors
Computer	\$500	\$1,500	As Arranged	When Arranged	Independent Vendors
Signs	\$625	\$1,100	As Arranged	When Arranged	Independent Vendor
Advertising (See Note 7)	\$300	\$600	Cash	As Incurred	Independent Vendors
Deposits (See Note 8)	\$500	\$1,000	As Arranged	As Incurred	Independent Vendors
Insurance (See Note 9)	\$150	\$600	As Arranged	When Arranged	Independent Carrier
Delivery Fee	\$2,995	2,995	Cash	On Delivery of Equipment	Us

Additional Funds - 3 Months (See Note 10)	\$1,500	\$3,000	Cash	As Incurred	Various Payees
Total	\$38,170	\$44,595			

(Does not include real estate costs.)

Notes:

1. See Item 5. The franchise has an Initial Franchise Fee of \$29,900. You must pay the total amount of the Initial Franchise Fee upon the signing of the Franchise Agreement. All payments for the Initial Franchise Fee must be paid by a cashier's check, or any other method as required by Us in accordance with the Franchise Agreement, payable to Us in Waco, Texas. The Initial Franchise Fee is not refundable.
2. You should allow at least \$1,000.00 for travel, lodging, food and other miscellaneous living expenses incurred during training. Your actual cost will vary, depending on the distance to be traveled, Your method of travel, and Your personal circumstances.
3. If You do not own building space for Your franchise, You must lease or purchase the business premises for the franchise. Too many variables exist, such as buying versus renting and Your personal preference as to space and accessories, to ascertain an exact cost for real estate. If renting, We suggest using a building with minimum amount of space to keep Your monthly costs as low as possible. Rent will vary depending on factors such as size, condition and location of the leased premises. We recommend the size of Your building for Your franchise to be approximately 1,000 to 1,500 square feet. We recommend Your building for Your franchise be located in a secondary rent location to reduce Your monthly rent. We must approve Your location site before You sign a lease and open the franchise.
4. You or the person managing Your franchise must satisfactorily complete and obtain a certification in the field of health and wellness.
5. You may purchase any type of furniture or miscellaneous items You prefer. The equipment is covered by Your Initial Franchise Fee.
6. Includes any supplies or materials you deem as necessary to operate efficiently, such as any forms, writing material, writing utensils, posters, weight information devices, etc.
7. You will need to advertise locally in the initial start-up phase to help establish name recognition in Your locality.
8. Includes security deposits, utility costs, incorporation fee, or any requirements by Your locality as to any type of permits or licensing.
9. You will need to purchase and maintain in effect at all times during the term of the

Agreement a policy or policies of insurance, naming Us as an additional insured on the face of each policy, public liability in no less than the following amounts: bodily injury - \$1,000,000 each person; \$1,000,000 each accident, and property damage - \$1,000,000 each accident. You must also purchase workers' compensation and automobile liability insurance as required by state law.

10. We recommend that you have additional funds available during the start-up phase of Your franchise. These amounts are Our estimates of the amount needed to cover Your expenses for a 3 month period from the date You open for business. These figures are only estimates. We cannot assure You that You will not have additional expenses starting Your franchise. We based these cost estimates on Our experience with assisting Curves franchisees in the opening of Curves franchises and over 10 years of experience working with Curves franchises. Your actual costs will vary according to Your approach to the franchise; Your management skill, experience and business acumen; local economic conditions; the local market for the franchise's services; the prevailing wage rate in Your market; and, competition and the rate of growth of Your franchise.

There are no other direct or indirect payments to Us for the purchase of the franchise.

Item 8.

Restrictions on Sources of Products and Services

You must purchase only exercise equipment and health and fitness products and inventory from Us or from a source We designate as We require from time to time to keep Your franchise current within Our system and to provide the maximum amount of quality in Your franchise. Required purchases in the on-going operation of Your franchise are minimal. We may receive revenue or material considerations on any required purchases in the event We require You to purchase any additional equipment or products. Since We have started franchising in October 1995, We have not required any purchase of additional exercise equipment or any health and fitness products. Our revenue from the sale of required equipment would be based on an increase to the cost of manufacturing the equipment. At the current time, We have not derived any revenue from the sale of required purchases of equipment. You must purchase a phone, fax machine, and stereo from independent vendors for the operation of Your franchise. We may require You to purchase or acquire certain computer hardware and/or software as We from time to time deem necessary for the operation of Your franchise within Our system. We require You to provide to Us an e-mail address for communication purposes. We may provide you an e-mail address for which You would be responsible for all communications from Us. In the year ending December 31, 2007, We derived no revenue from the sale of required equipment, supplies and products. The cost of equipment, supplies and products represents approximately 2% of Your total purchases in connection with the establishment of Your franchise. We do not have any purchasing or distribution cooperatives.

You can only purchase products and/or supplies with Our trademark or logo from Our affiliates Heavin Ideas In Action, Inc. and Curves For Women II, L.C., which is owned by Howard Gary Heavin and Diane Heavin (both individuals are listed in Item 2). You are not required to purchase products and/or supplies with Our trademark or logo. In the year ending December 31, 2007, Heavin Ideas In Action, Inc. and Curves For Women II, L.C. derived \$38,351,977 in revenue from the sale of these products and/or supplies with Our trademark or logo to franchisees, or approximately 30.7% of Our total revenues of \$124,825,593. Your purchase of these products and/or supplies with Our trademark or logo will represent a varied percentage of your overall purchases in operating the franchise depending on how much You want to spend. We do not consider alternative suppliers for products and/or supplies with Our trademark or logo.

You must purchase a sign for Your franchise specifically approved by Us. Our approval is based upon Our desire to provide the public with consistency in the design and appearance of Our trademark. You may purchase Your sign from Our approved supplier of signs, Jackson Signs. You are not required to purchase Your sign from Jackson Signs. Jackson Signs pays Us approximately 10% of purchases of signs by Our franchisees. The cost of a sign represents approximately 3% of Your total purchases in connection with the establishment of Your franchise. You may purchase software for operating Your franchise from Our approved supplier Go Figure, Inc. You are not required to purchase software from Go Figure, Inc. Go Figure, Inc. pays Us approximately 25% of all monthly licensing fees collected.

You may purchase Your check drafts directly from Our affiliate Curves for Women II, L.C. Curves for Women II, L.C. acquires revenues from the sale of check drafts to franchisees. In the year ending December 31, 2007, Curves for Women II, L.C. derived \$1,121,919 in revenue from the sale of check drafts to franchisees, or approximately 1.0% of Our total revenues of \$124,825,593. Your

purchase of check drafts will represent approximately 1 to 3% of your overall purchases in operating the franchise.

Item 9.

FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document.

<i>Obligation</i>	<i>Section in Agreement</i>	<i>Disclosure Document Item</i>
a. Site selection and acquisition/lease	Section 4 of Franchise Agreement	Items 7 and 11
b. Pre-opening purchases/leases	Section 4 of Franchise Agreement	Item 7
c. Site development and other pre-opening requirements	Section 4 of Franchise Agreement	Items 7 and 11
d. Initial and ongoing training	Sections 9 of Franchise Agreement	Item 11
e. Opening	Section 5 of Franchise Agreement	Item 6
f. Fees	Sections 3, 4D, 5C, 10, 16 and 22L of Franchise Agreement	Items 5, 6 and 7
g. Compliance with standards and policies/Operating Manual	Sections 6 and 9 of Franchise Agreement	Item 11
h. Trademarks and proprietary information	Section 12A of Franchise Agreement	Items 13 and 14
i. Restrictions on products/services offered	Section 6 and 7 of Franchise Agreement	Items 8 and 16
j. Warranty and customer service requirements	Not Applicable	Not Applicable
k. Territorial development and sales quotas	Not Applicable	Not Applicable
l. Ongoing product/service purchases	Section 6 and 7 of Franchise Agreement	Items 8 and 16
m. Maintenance, appearance and remodeling requirements	Section 6 of Franchise Agreement	Item 11

n. Insurance	Section 14A of Franchise Agreement	Items 7 and 8
o. Advertising	Sections 10B of Franchise Agreement	Items 6 and 11
p. Indemnification	Section 14B of Franchise Agreement	Items 6, 13 and 14
q. Owner's participation/management/staffing	Sections 6H and 9D of Franchise Agreement	Items 11 and 15
r. Records and reports	Section 11 of Franchise Agreement	Item 6
s. Inspections and audits	Section 6J and 11C of Franchise Agreement	Items 6 and 11
t. Transfer	Section 16 of Franchise Agreement	Item 17
u. Renewal	Section 2 of Franchise Agreement	Item 17
v. Post-termination obligations	Section 19 of Franchise Agreement	Item 17
w. Non-competition covenants	Section 20B of Franchise Agreement	Item 17
x. Dispute resolution	Section 21 of Franchise Agreement	Item 17

Item 10.

Financing

If We approve financing, We will finance \$13,000 of the Initial Franchise Fee for a period not to exceed 30 months at an interest rate of whichever is less between 15% per annum or the highest rate allowed by law. Note payments must be made by electronic funds transfer. We require a security interest usually secured by the equipment, any real estate, stocks and bonds, or other collateral as We deem appropriate. In Our Note, security agreement and guaranty, You must waive Your rights to certain notices of a collection action but You do not waive any defenses in any Note, security agreement or guaranty. If You are a corporation, Your principal shareholders must personally guarantee the debt. You may prepay the Note at any time without penalty. If You default, We can accelerate the payments on the Note calling the full amount of the Note due. If We call the Note, the remaining principal and any accrued, unpaid interest will become due and payable to Us. If You do not pay the entire balance, You may be responsible for court costs and attorneys' fees We incur in collecting the debt. We may terminate Your franchise if You do not pay Us. We have not nor do We intend to sell, assign or discount to a third party any part of Our financing arrangements with You or Our franchisees. We do not receive any payments from any person for the placement of financing with such person. We do not guarantee any notes, leases or obligations. An example of Our Note is attached as Exhibit C.

Item 11.

Franchisor's Assistance, Advertising, Computer Systems, and Training

Except as listed below, We are not required to provide You with any assistance.

Before You open Your business, We will:

1. Designate Your territory (Franchise Agreement, Exhibit A).
2. You are solely responsible for site selection and securing a lease for the premises. Before You can open Your franchise, We must approve Your location site considering, among other factors, the location site in relation to Your territory and in relation to the distance from other Curves franchises. You must have the facility completed and furnished in accordance with Our specifications within 180 days of acceptance of the Agreement by Us unless otherwise approved in writing by Us. (Franchise Agreement, Section 4A). Unless otherwise approved in writing by Us, if You do not open Your franchise within 180 days from the date of execution of the Agreement, We have the right to terminate the Agreement without refunding any part of the Initial Franchise Fee. (Franchise Agreement, Section 3B).
3. Advise as to methods of training staff to work in and assist in operating a franchise (Franchise Agreement, Section 9D).
4. Assist in the plan or office design showing the location of equipment for an efficient use of equipment and utilization of space (Franchise Agreement, Section 6).
5. Provide You with the necessary equipment and manuals listed in the Franchise Agreement to open Your franchise (Franchise Agreement, Section 6A and Exhibit B). You may view the operating manual before you purchase Your franchise.
6. Advise as to promotion and advertising of Your franchise (Franchise Agreement, Section 7A).
7. Train You and Your designated general manager for 4 to 5 days consisting of the following: (Franchise Agreement, Section 9A)

TRAINING PROGRAM

<u>Subject</u>	<u>Hours of Classroom Training</u>	<u>Hours of On-The-Job Training</u>	<u>Location</u>
Curves Workout, Exercise Physiology and Special Populations	9	0	Waco, Texas
Nutrition Education	3	0	Waco, Texas
Marketing	8	0	Waco, Texas