FRANCHISE DISCLOSURE DOCUMENT

Castle Rock Hormone Health Franchise Systems, LLC
A Florida Limited Liability Company
509 Wilcox St Ste 200
Castle Rock, CO 80104
(720) 769-6747
Franchise@crhormonehealth.com
http://www.castlerockmenshealth.com/

As a Castle Rock Hormone Health franchisee, you will operate a physician supervised hormone optimization/bio-optimization clinic. Castle Rock Hormone Health primary vertical is hormone optimization therapy, with additional services including medically supervised weight loss, growth hormone peptide therapy, shockwave therapy for erectile dysfunction/optimization, and erectile dysfunction medications. Franchisees will operate the franchised business under the brand "Castle Rock Hormone Health".

The total investment necessary to begin operation of a Castle Rock Hormone Health franchise is $296,499 to $460,000. This includes $60,000 that must be paid to the franchisor or affiliate. The total investment necessary to begin operation of two to ten Castle Rock Hormone Health franchises is $347,499 to $805,000. This includes $110,000 to $400,000 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 disclosures in different formats, please contact Crystal Quante at 509 Wilcox St Ste 200, Castle Rock, CO 80104 and (303)-570-7380.

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: May 9, 2026

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit H.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit F includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Castle Rock Hormone Health business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Castle Rock Hormone Health franchisee?	Item 20 or Exhibit H lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The Franchise Agreement and Area Development Agreement require you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Colorado. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Colorado than in your own state.

2. **Short Operating History.** The Franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

3. **Financial Condition.** The Franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the Franchisor's financial ability to provide services and support to you.

4. **Mandatory Minimum Payments.** You must make minimum royalty or Brand Fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

(THE FOLLOWING APPLIES TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY)

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protection provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or sub-franchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

State of Michigan Department of Attorney General
G. Mennen Williams Building, 7th Floor
525 W. Ottawa Street
Lansing, Michigan 48909
Telephone Number: (517) 373 7117

TABLE OF CONTENTS

Item 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

In this disclosure document, “we”, “us,” or “our” refers to Castle Rock Hormone Health Franchise Systems, LLC. “You” means the person to whom we grant a franchise. If you are a corporation, limited liability company, or other entity, each owner of the franchise entity must sign our Guaranty and Non-Compete Agreement, which means that all of the franchise agreement’s provisions also will apply to your owners.

Our name is Castle Rock Hormone Health Franchise Systems, LLC. We are a Florida limited liability company formed on December 11, 2023. Our principal business address is 509 Wilcox St Ste 200, Castle Rock, CO 80104. We do not have any parent entities or predecessors.

Our affiliate, CRHH Nutrition, LLC, is a Florida limited liability company formed on March 2, 2026 that shares the same principal address as us. CRHH Nutrition, LLC sells nutritional supplements to our franchisees.

Our affiliate, Funnel RX Pro, LLC is a Colorado limited liability company formed on July 31, 2023 that shares the same principal business address as us. Funnel RX Pro, LLC provides marketing and lead generation services to our company-owned and franchise-owned locations and administers the Brand Fund.

We do not have any affiliates that offer franchises in any line of business. Other than the affiliates above, we do not have any affiliates that provide products or services to our franchisees.

We use the names “Castle Rock Hormone Health Franchise Systems, LLC” and “Castle Rock Hormone Health”. We do not intend to use any other names to conduct business.

Our agent for service of process in Florida is Registered Agents, Inc., and the agent’s principal business address is 7901 4th St N., Ste 300, St. Petersburg, FL 33702. Our agents for service of process in other states are disclosed in Exhibit A.

<u>Information About Our Business and the Franchises Offered</u>

We do not operate businesses of the type being franchised, but our Affiliate company does. We do not have any other business activities. We have not offered franchises in other lines of business.

If you sign a franchise agreement with us, you will develop and operate a physician supervised hormone optimization/bio-optimization clinic. Castle Rock Hormone Health primary vertical is hormone optimization therapy, with additional services including medically supervised weight loss, growth hormone peptide therapy, shockwave therapy for erectile dysfunction/optimization, and erectile dysfunction medications, under the trade name Castle Rock Hormone Health. If you sign a Multi-Unit Development Agreement (attached as Exhibit C to this disclosure document), you will develop multiple Castle Rock Hormone Health outlets, on an agreed-upon schedule. For each future unit franchise, we will require you to sign our then-current form of franchise agreement, which may be different from the form of franchise agreement included in this disclosure document.

The franchise operates under the “Castle Rock Hormone Health” service mark providing hormone optimization therapy, with additional services including medically supervised weight loss, growth hormone peptide therapy, shockwave therapy for erectile dysfunction/optimization, and erectile dysfunction medications, by Licensed Providers, to individuals, couples, families, and groups. These businesses are referred to in this Disclosure Document as a “Franchised Business”. A “Licensed Provider” means, as applicable: (1) a physician licensed to provide hormone optimization therapy, with additional services including medically supervised weight loss, growth hormone peptide therapy, shockwave therapy for erectile dysfunction/optimization, and erectile dysfunction medications products and services, directly or indirectly, at or through your Franchised Business under applicable local, state, and federal laws and regulations; and (2) a prescriber providing evaluation and management services that is licensed to prescribe medication to patients, directly or indirectly, at or through your Franchised Business under applicable local, state, and federal laws and regulations. We offer 2 paths for the ownership, development, and operation of a Franchised Business, depending on the qualifications of the franchisee and the applicable local, state, and federal laws and regulations—Direct Ownership Model and Managed Operation Model, as discussed below. Regardless of the development path for your Franchised Business, all healthcare products and services provided through your Franchised Business must be provided by Licensed Providers, and you are solely responsible for ensuring that the ownership, development, and operation of the Franchised Business complies with all applicable local, state, and federal laws and regulations. In either case, the Franchised Business must be operated under the “Castle Rock Hormone Health” service mark and logo and other trademarks, trade names, service marks, and commercial symbols we may authorize (the “Marks”).

Direct Ownership Model

Under the direct ownership path for the ownership, development, and operation of a Franchised Business, you must be a Licensed Provider who is permitted to own and operate a business offering hormone optimization therapy, with additional services including medically supervised weight loss, growth hormone peptide therapy, shockwave therapy for erectile dysfunction/optimization, and erectile dysfunction medications products and services under applicable state law, or you must own and operate the Franchised Business in a state that permits individuals who are not Licensed Providers to own and operate businesses offering hormone optimization therapy, with additional services including medically supervised weight loss, growth hormone peptide therapy, shockwave therapy for erectile dysfunction/optimization, and erectile dysfunction medications products and services (“Direct Ownership Model”). You must sign our standard Franchise Agreement for the ownership, development, and operation of a Franchised Business under the Direct Ownership Model.

Managed Operation Model

Under the managed operation path for the ownership, development, and operation of a Franchised Business, you will provide management, administrative, marketing, technology, and facility-based services, but not medical products, services, or advice, or judgment (“Management Services”), to a Practice Entity that is directly operated, and potentially owned, by one or more Licensed Providers (“Managed Operation Model”). We typically do not offer Franchised Businesses under the Managed Operation Model to Licensed Providers. A “Practice Entity” means 1 or more Licensed Providers, working together, atypically as a professional corporation, professional limited liability company, or other professional entity, who are licensed to offer and provide hormone optimization therapy, with additional services including medically supervised weight loss, growth hormone peptide therapy, shockwave therapy for erectile dysfunction/optimization, and erectile dysfunction medications products and services under applicable local, state, and federal laws and regulations.

For the ownership, development, and operation of a Franchised Business under the Managed Operation Model, you must sign our standard Franchise Agreement and Managed Services Addendum to Franchise Agreement (attached to this Disclosure Document as Exhibit K). You must also enter into a management services agreement ("Management Agreement") with a Practice Entity that we approve to provide the Practice Entity and its Licensed Providers the Management Services and grant them a sublicense to use the Names and Marks at or through the Franchised Business. You, as the franchisee, will be responsible for construction and build-out of the Franchised Business for use by the Practice Entity and its Licensed Providers and ensuring that the Practice Entity and its Licensed Providers operate the Franchised Business in conformance with our System, specifications, and standards, but only the Licensed Providers are permitted to exercise professional or medical judgment and to offer hormone optimization therapy, with additional services including medically supervised weight loss, growth hormone peptide therapy, shockwave therapy for erectile dysfunction/optimization, and erectile dysfunction medications products or services. You must hire an attorney to prepare the Management Agreement and to independently evaluate, review, and ensure that your Management Agreement complies with all applicable local, state, and federal laws. The Management Agreement must be approved by us before you open your Franchised Business, and must remain in effect for the entire term of your Franchise Agreement.

If you sign a Multi-Unit Development Agreement (attached as Exhibit C to this disclosure document), you will develop multiple Castle Rock Hormone Health outlets, on an agreed-upon schedule. For each future unit franchise, we will require you to sign our then-current form of franchise agreement, which may be different from the form of franchise agreement included in this disclosure document.

If you are a medical professional or if you will open your Clinic in a state that allows a non-medical professional to own a Clinic, you will operate through "Direct Clinic Ownership" or the "DCO Model." Otherwise, if your state allows, you may open a non-medical business management firm ("Management Services Organization" or "MSO") that delivers management services to Clinics (the "MSO Model.") We offer franchises for single Clinics and area development franchises ("Area Developer Franchise(s)") for the right to open multiple Clinics in a designated development area. Area developers sign individual franchise agreements for each Clinic.

The Clinics will offer the then-current list of Healthcare Services to men using our "System" in a designated geographic area (an "Exclusive Territory"). Clinics may sell memberships to Patients for the use of certain Healthcare Services for designated time periods based on an entry fee and monthly dues, which will be described under member agreements with the Clinics. The membership programs do not allow for reciprocity and transfers among the membership programs of different Clinics. Our "System" includes, without limitation, our right to sublicense your use of the Marks; our proprietary methodologies for the delivery of Healthcare Services to the Patients under the DCO Model and the management services under the MSO Model; our "Proprietary Information", including the information necessary to deliver the MSO Services, the Patient lists, and all medical records however stored; the list of Healthcare Services offered; our distinctive exterior and interior design, and trade dress; uniform guidelines and quality control requirements; access to proprietary back-office software solutions; and advertising and promotional programs. Your Model, the Healthcare Services offered, and your day-to-day operations will adhere to the System.

A “Medical Professional” is a person who has the education, licenses, certifications, fellowships, and other credentials required by your state to deliver Healthcare Services directly to Patients, including medical doctors, doctors of osteopathy, registered nurses, nurse practitioners, and similar professionals.

We operate in the Health & Wellness market that is well developed. Our products and services are offered year-round. You will compete for customers with independent owners, national chains, regional chains, and franchised businesses, offering physician supervised hormone optimization/bio-optimization, testosterone replacement therapy, medically supervised weight loss, growth hormone peptide therapy, shockwave therapy for erectile dysfunction/optimization, and erectile dysfunction medications.

Laws and Regulations

Operation of a Small Business will require you to be aware of federal, state and local regulations that are common to all businesses including federal, state, and local employment laws and regulations, specifically including minimum wage and wage requirements.

Under the DCO Model, we grant you the right to own and operate a single Clinic at the “Franchised Location.” Under the MSO Model, we grant you the right to manage a single Clinic at the Franchised Location. Certain states prohibit the “corporate practice of medicine,” meaning that a layperson cannot directly own a Clinic. In such cases, and subject to Applicable Law (as described below), you are still permitted to operate under the MSO Model. For the MSO Model, we grant you the right to own and operate a non-medical business management company that contracts (through a “Medical Services Agreement” or “MSA”) with the Medical Professional to deliver non-medical business management services to the Medical Professional’s Clinic. The non-medical business management services include private-Patient billing and collections, human resource management, accounting, physical-plant maintenance, the delivery of non-medical supplies, lease management, and similar services (“MSO Services”).

Regardless of the Model under which you will operate, nothing in our System limits your Medical Professional’s exercise of their professional or medical judgment; the evaluation of, diagnosis, or protocols delivered to a Patient; your prognoses offered to Patients; the clinical training you offer your employees and staff members; or the relationships with your Patients.

The delivery of healthcare services to the general public is well-established and highly competitive. Your Patients will be men in the general public. The healthcare sector that serves men exclusively is developing, but is also very competitive. You will compete with other businesses offering healthcare services in general (including medical practices, chiropractic practices, hospitals, and similar medical service providers) and that offer healthcare services exclusively to men. Operating the Clinic is not a seasonal business, and you will be open year-round. All states and the federal government (and even some municipalities or counties) regulate the delivery of medical services to the public, and you must adhere to the same. All such laws are referred to as the "Applicable Laws." Further, some states allow DCO, while others allow only MSO practices. In addition, Applicable Law may dictate how you account for the Clinic's "Gross Revenue" (defined below) and the percentage ownership allowed between a layperson and Medical Professional.

A determination by you of such laws will determine which of the two Models is allowed in your state. There are also federal laws that govern the delivery of Healthcare Services, including, without limitation, the Health Insurance Portability and Accountability Act ("HIPAA"), which governs the protection of Patient information, the Health Information Technology for Economic and Clinical Health Act, which governs electronic Patient record keeping, the Clinical Laboratory Improvement Amendments, which provides guidelines and regulations for maintaining the on-site laboratory, and regulations of the United States Drug Enforcement Agency ("DEA"), which govern prescription practices. Violations of federal laws concerning self-referring, kick-backs, and the like may result in serious criminal and civil penalties and the termination of the Franchise Agreement. Applicable Law will determine the scope of Healthcare Services that a Medical Professional can deliver to a Patient. For instance, in some states, only a physician or properly supervised nurse practitioner or physician assistant may offer an initial evaluation and diagnosis or write prescriptions. Similarly, state Applicable Law may regulate the level of supervision required to deliver some of the Healthcare Services.

You will determine the same by reviewing your state's Applicable Laws and by creating a procedures manual that will adhere to the same. You will train your staff accordingly. The Clinic must also comply with the Americans with Disabilities Act and municipal, county, and state building and similar codes. Applicable Law may also impose other restrictions on the operation or management of the Clinic, including the requirement that Patients be obtained only through referral by a primary-care physician and that restrict the franchisee from owning or managing more than one Clinic. The "Initial Training" (Item 11) and other training we offer is not intended to and will not provide medical training to a Medical Professional or continuing education requirements that your state may impose on Medical Professionals or any other staff members. All personnel must take such training as necessary to ensure that each retains the ability to deliver Healthcare Services and other services to Patients.

You (and not us) are required to enforce this requirement. There may be other Applicable Laws that govern the operation of any business, including employment laws, health, safety, Occupational Safety & Health Administration (OSHA) regulations, and similar legal requirements. Some Applicable Laws may regulate the length and terms of membership contracts, advertising and limitations on pre-opening sales. You may also have to obtain a bond to protect pre-paid membership fees you collect and there may be buyer's remorse cancellation rights and other types of cancellation rights. In all cases, you must determine the existence of Applicable Laws concerning your business operations before you sign the Franchise Agreement and must continue to comply with them throughout the franchise relationship. We urge you to consult with legal and other professionals of your choice for such help.

California law (Bus. & Prof. Code § 2400) prohibits corporations or similar business entities from owning a Clinic. See also the California Confidentiality of Medical Information Act at California Civil Code §§ 56.10 – 56.16, that protects the privacy of a Patient's medical information. The Medical Board of California may have other regulations as well. See generally, California Business & Professional Code Division 2, §§ 500 through 4,999.129. Washington law, including RCW 18.100.030 and RCW 18.100.065, prohibits the ownership of a medical clinic by a non-licensed Medical Professional. From time to time, a governmental authority may add to, delete (and then reinstate), or modify an Applicable Law, and you will comply with the addition of, deletion (and reinstatement) of, or modification of the Applicable Law. We will never provide or deliver information, directions, opinions, medical directives, treatment plans, or prescription advice and will never assert any direction or control over the Medical Professional/Patient relationship. You will accept payment through credit cards, debit cards, and similar e-payment methods. The use of such methods is subject to the Payment Card Industry Data Security Standards ("PCI-DSS") rules and regulations. Your "Computer System" (Item 11) must comply with these security standards to qualify for PCI-DSS certification.

You alone are responsible for investigating and complying with all applicable laws and regulations, despite any information that we may give you. You should consult with a legal advisor about legal requirements that may apply to your business.

Prior Business Experience

We have offered franchises since January 2024. None of our affiliates has offered franchises in other lines of business. One of our affiliates, Funnel RX Pro, LLC provides advertising and lead generation services to our franchisees.

Our affiliate, CRHH Castle Rock, LLC has operated Castle Rock Men's Health in Castle Rock, Colorado since 2021. This affiliate's business address is 509 Wilcox St Ste 200, Castle Rock, CO 80104. This affiliate operates three company-owned locations.509 Wilcox St Ste 200

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Item 2
BUSINESS EXPERIENCE

Christopher Stolzman – Member. Christopher Stolzman has been our Member in Castle Rock, Colorado, since December 2023. Since July 2021, Mr. Stolzman has served as CoFounder and Chief Executive Officer of Lee A. Moorer MDPC DBA Castle Rock Mens Health in Castle Rock, Colorado. Since September 2019, he has been a Real Estate Broker at American Home Agents in Aurora, Colorado. From August 2011 to January 2019, he was the CEO of Easton Training Center in Castle Rock, Colorado. From July 2023 to December 2025, he was a Managing Member of Funnel Rx Pro, LLC in Castle Rock, Colorado.

Lee A. Moorer – Member. Lee A. Moorer has been our Member in Castle Rock, Colorado, since December 2023. Since July 2021, Dr. Moorer has served as Cofounder and Chief Medical Officer of Lee A. Moorer MDPC DBA Castle Rock Mens Health in Castle Rock, Colorado. From January 2016 to July 2021, he was an ER Doctor at Evans Army Community Hospital in Fort Carson, Colorado. Since February 2003, he has been an MDPC at Lee A. Moorer, MDPC in Castle Rock, Colorado. From July 2023 to December 2025, he was a Managing Member of Funnel Rx Pro, LLC in Castle Rock, Colorado.

Eric Vadney – Member. Eric Vadney has been our Member in Castle Rock, Colorado, since December 2023. Since September 2021, Mr. Vadney has served as Chief Nursing Officer of Lee

A. Moorer MDPC DBA Castle Rock Mens Health in Castle Rock, Colorado. Since October 1999, he has been a Registered Nurse at Centura Health in Castle Rock, Colorado. From July 2023 to December 2025, he was a Managing Member of Funnel Rx Pro, LLC in Castle Rock, Colorado.

Matthew Stolzman – Clinical COO. Matthew Stolzman has been our Clinical COO in Castle Rock, Colorado, since August 2025. From December 2023 to August 2025, he served as our Franchise Manager in Castle Rock, Colorado. Since August 2022, Mr. Stolzman has served as Director of Operations at Lee A. Moorer MDPC DBA Castle Rock Mens Health in Castle Rock, Colorado. From February 2013 to July 2022, he was a Director at HCASA Hospitals in Tampa, Florida.

Crystal Quante – Chief Operating Officer. Crystal Quante has been our Chief Operating Officer in St. Augustine, Florida, since April 2026. From February 2024 to March 2026, Ms. Quante was the Chief Operating Officer of Lee A. Moorer MDPC DBA Castle Rock Mens Health in Castle Rock, Colorado. From January 2024 to February 2024, Ms. Quante took a sabbatical. From June 2020 to December 2023, Ms. Quante served as General Manager at Moore Lumber & Ace Hardware in Castle Rock, Colorado.

Andrew E. Terrell – National Clinical Director. Andrew Terrell has been our National Clinical Director in Castle Rock, Colorado, since April 2026. From March 2024 to March 2026, Mr. Terrell was the National Clinic Director of Lee A. Moorer MDPC DBA Castle Rock Mens Health in Castle Rock, Colorado. From September 2023 to March 2024, Mr. Terrell served as an Instructor at Pima Medical Institute in Aurora, Colorado. From March 2023 to August 2023, he was a Paramedic at Prime IV in Castle Pines, Colorado. From August 2022 to March 2023, he was a Flight Medic at Guardian Flight in Farmington, New Mexico. From February 2020 to August 2022, he was a Paramedic and Captain at Grand County EMS in Granby, Colorado. From January 2021 to September 2021, he was a Flight Medic at UC Health Lifeline in Loveland, Colorado.

Item 3
LITIGATION

No litigation is required to be disclosed in this Item.

Item 4
BANKRUPTCY

On November 19, 2020, Christopher Stolzman filed Chapter 7 personal bankruptcy in the United States Bankruptcy Court for the District of Colorado under Case No. 20-17521. This case was discharged on April 9, 2021.

On April 24, 2020, Crystal Quante filed Chapter 7 personal bankruptcy in the United States Bankruptcy Court for the District of Colorado under Case No. 20-12811. This case was discharged on September 16, 2020.

On May 26, 2022, Andrew Terrell filed Chapter 7 personal bankruptcy in the United States Bankruptcy Court for the District of Colorado under Case No. 22-11879-KHT. This case was discharged on August 29, 2022.

Except for the foregoing, no bankruptcy information is required to be disclosed in this Item.

Item 5
INITIAL FEES

Franchise Fee

When you sign your franchise agreement, you must pay us $60,000 as the initial franchise fee. During our fiscal year ended December 31, 2025, we had one franchisee pay an initial franchise fee equal to $45,000. The initial franchise fee is uniform and not refundable.

Multi-Unit Development

If you and we agree that you will develop multiple franchises, then you will sign our Multi-Unit Development Agreement ("MUDA") in the form of Exhibit C to this disclosure document. Your franchise fees will be based on the number of franchises you purchase the rights to develop. You will pay all franchise fees upon signing the MUDA. They are uniform and not refundable. The franchise fees are set forth in the chart below:

Number of Franchises	Total Franchise Fee	Franchise Fee Per Franchise
1	$60,000	$60,000
2	$110,000	$55,000
3	$150,000	$50,000
4	$180,000	$45,000
5	$225,000	$45,000
6	$240,000	$40,000
7	$280,000	$40,000
8	$320,000	$40,000
9	$360,000	$40,000
10	$400,000	$40,000

Item 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty	7% of your Gross Sales	Collected and distributed automatically thru credit card processing, any balance is due Monthly, by the 15th of the following month	See Note 1 and Note 2.

Type of Fee	Amount	Due Date	Remarks
Brand Fund Contribution	2% of Franchisee's Gross Sales or $1,000, whichever is greater	Collected and distributed automatically thru credit card processing, any balance is due Monthly, by the 15th of the following month	See Item 11 for a detailed discussion about these funds. Amounts due will be withdrawn by electronic wire transfer from your designated bank account. Our affiliate, Funnel Rx Pro, LLC will be facilitating and executing the Brand Fund.
Market Cooperative Contribution	As determined by co-op. Currently, none. Not to exceed 3% of Gross Sales.	Monthly, by the 15th of the following month	We have the right to establish local or regional advertising cooperatives. The maximum contribution that a co-op may require is 5% of gross sales. Any location owned by us or any affiliate will have the same voting rights as our franchisees. Dues will be imposed by a majority vote and will not be less than 1% of gross sales. If any location owned by us or any affiliates have a majority vote, the maximum fees imposed will not exceed 3% of gross sales.
Local Marketing/Required Spending	5% of your Gross Sales or $5,000 per month, whichever is Greater	Monthly	You may only use promotional materials you have purchased from us or that we have provided to you.
Replacement / Additional Training fee	Up to $1,500 per day for provider or $100 per telehealth visit plus travel and lodging if needed. $1,000 per day for management level trainer plus travel and lodging if needed. $1,000 per day for front line trainer or staff plus travel and lodging if needed.	Prior to attending training	If you send a manager or other employee to our training program after you open, we will charge our then-current training fee.

Type of Fee	Amount	Due Date	Remarks
Third party vendors	Pass-through of costs, plus 10% administrative charge. Current required third-party vendor fees include: Charm EHR ($299/month per provider), HubSpot ($300/month per sales seat), and G-Suite ($40/month per account).	Varies	We have the right to require franchisees to use third-party vendors and suppliers that we designate. Examples can include computer support vendors, mystery shopping, and customer feedback systems. The vendors and suppliers may bill franchisees directly, or we have the right to collect payment for these vendors together with a reasonable markup or charge for administering the payment program.
Software subscription	Currently, $500-$1,500 per month	Monthly	We require you to use certain software as described in Item 11. You pay subscription fees directly to the software supplier, and not to us. This Fee is based on all of the operating software licenses you will use in operating the franchised business. This fee is based on the number patients you have and the utilization of the systems, which means as your business grows, your software fees would increase and could eventually go higher than the range disclosed here. E.H.R. Software License Dragon Dictation Software SureScripts Software PDMP Interface Hubspot CRM Elevate Phone System Evolt Body Composition Scanner Franconnect

Type of Fee	Amount	Due Date	Remarks
Non-compliance fee	$1,000	On demand	We may charge you $1,000 if your business is not in compliance with our system specifications or the franchise agreement and you fail to correct the non-compliance after 30 days' notice. Thereafter, we may charge you $250 per week until you correct such non-compliance.
Reimbursement	Amount that we spend on your behalf, plus 10%	Within 15 days of invoice	If we pay any amount that you owe or are required to pay to a third party, you must reimburse us.
Late fee	$100 plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law)	On demand	We may charge a late fee if you fail to make a required payment when due.
Insufficient funds fee	$30 (or, if such amount exceeds the maximum allowed by law, then the maximum allowed by law)	On demand	We may charge an insufficient funds fee if a payment made by you is returned because of insufficient funds in your account.
Costs of collection	Our actual costs	As incurred	Payable if we incur costs (including reasonable attorney fees) in attempting to collect amounts you owe to us.
Special support fee	Our then-current fee, plus our expenses. Currently, $1000 per day for non-medical provider, $1,500 per day for medical provider.	On demand	If we provide in-person support to you in response to your request, we may charge this fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support).
Customer complaint resolution	Our expenses	On demand	We may take any action we deem appropriate to resolve a customer complaint about your business. If we respond to a customer complaint, we may require you to reimburse us for our expenses.

Type of Fee	Amount	Due Date	Remarks
Records audit	Our actual cost	On demand	Payable only if (1) we audit you because you have failed to submit required reports or other non-compliance, or (2) the audit concludes that you under-reported gross sales by more than 3% for any 4-week period.
Special inspection fee	Currently $1000, plus our out-of-pocket costs	On demand	Payable only if we conduct an inspection of your business because of a governmental report, customer complaint or other customer feedback, or your default or non-compliance with any system specification.
Non-compliance cure costs and fee	Our out-of-pocket costs and internal cost allocation, plus 10%	When billed	We may cure your non-compliance on your behalf (for example, if you do not have required insurance, we may purchase insurance for you), and you will owe our costs plus a 10% administrative fee.
Transfer fee	$15,000 plus any broker fees and other out-of-pocket costs we incur	When transfer occurs	Payable if you sell your business.
Liquidated damages	An amount equal to royalty fees and Brand Fund contributions for the lesser of (i) 2 years or (ii) the remaining weeks of the franchise term.	On demand	Payable if we terminate your franchise agreement because of your default, or if you terminate the franchise agreement without the right to do so.
Indemnity	Our costs and losses from any legal action related to the operation of your franchise	On demand	You must indemnify and defend (with counsel reasonably acceptable to us) us and our affiliates against all losses in any action by or against us related to, or alleged to arise out of, the operation of your franchise (unless caused by our misconduct or negligence).
Prevailing party's legal costs	Our attorney fees, court costs, and other expenses of a legal proceeding, if we are the prevailing party	On demand	In any legal proceeding (including arbitration), the losing party must pay the prevailing party's attorney fees, court costs and other expenses.

All fees are payable only to us (other than local marketing spend and software subscription charges). All fees are imposed by us and collected by us (other than local marketing spend and software subscription charges). All fees are non-refundable. All fees are uniform for all franchisees, although we reserve the right to change, waive, or eliminate fees for any one or more franchisees as we deem appropriate. There are currently no marketing cooperatives, purchasing cooperatives, or other cooperatives that impose fees on you.

Notes

1. "Gross Sales" is defined in our franchise agreement as the total dollar amount of all sales generated through your business for a given period, including, but not limited to, payment for any services or products sold by you, whether for cash or credit. Gross Sales does not include (i) bona fide refunds to customers, (ii) sales taxes collected, (iii) sale of used equipment not in the ordinary course of business, or (iv) sales of prepaid cards or similar products (but the redemption of any such card or product will be included in Gross Sales).

2. We currently require you to pay royalty fees and other amounts due to us by pre-authorized bank draft and automatic distribution through payment processing However, we can require an alternative payment method.

Item 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT - FRANCHISE AGREEMENT

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Initial franchise fee (see Note 1)	$60,000 - $60,000	Check or wire transfer	Upon signing the franchise agreement	Us
Rent and Lease Security Deposit (see Note 2)	$6,000 - $18,000	Check	Upon signing lease	Landlord
Medical Director (see Note 3)	$3,000 - $30,000	Check	Upon opening the location	Medical Director
Utilities	$0 - $1,000	Check, debit, and/or credit	Upon ordering service	Utility providers
Leasehold Improvements	$90,000 - $140,000	Check	As incurred or when billed	Contractors
Market Introduction Program (see Note 4)	$5,000 - $5,000	Check, debit, and/or credit	As incurred or when billed	Advertising Suppliers
Furniture, Fixtures, and Equipment	$20,000 - $30,000	Check, debit, and/or credit	As incurred	Vendors and suppliers

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Computer Systems	$3,000 - $5,000	Check, debit, and/or credit	As incurred	Vendors and suppliers
Insurance	$500 - $10,000	Check	Upon ordering	Insurance company
Signage	$4,500 - $14,000	Check, debit, and/or credit	Upon ordering	Vendor
Office Expenses	$1,000 - $3,000	Check, debit, and/or credit	As incurred	Vendors
Inventory	$3,000 - $5,000	Check, debit, and/or credit	Upon ordering	Vendors
Licenses and Permits	$2,500 - $4,000	Check	Upon application	Government
Dues and Subscriptions	$1,200 - $2,000	Check, debit, and/or credit	As incurred	Vendors, trade organizations
Professional Fees (lawyer, accountant, etc.)	$1,000 - $3,000	Check, debit, and/or credit	As incurred or when billed	Professional service firms
Travel, lodging and meals for initial training (see Note 6)	$10,000 - $12,000	Cash, debit or credit	As incurred	Airlines, hotels, and restaurants
Architectural Site Plan & Project Management (see Note 9)	$15,000 $20,000	Check, debit, and/or credit	As incurred or when billed	Vendors and suppliers
Evolt Body Composition Scale (see Note 10)	$299 $8,000	Check, debit, and/or credit	Upon ordering	Vendors and suppliers
Additional funds (for first 3 months) (see Note 7)	$70,000 - $90,000	Varies	Varies	Employees, suppliers, utilities
Total	$296,499 - $460,000			

YOUR ESTIMATED INITIAL INVESTMENT - MULTI UNIT DEVELOPMENT AGREEMENT

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
First franchise (see table above)	$296,499 - $460,000	Varies	Varies	Varies

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Additional initial franchise fees (see Note 8)	$50,000 (2 Franchises) - $340,000 (10 Franchises)	Check or wire transfer	Upon signing the MUDA	Us
Business planning and miscellaneous expenses	$1,000 - $5,000	Check	As incurred	Vendors and suppliers
Total	$347,499 - $805,000			

Notes

1. Your lease security deposit and utility deposits will usually be refundable unless you owe money to the landlord or utility provider. None of the other expenditures in this table will be refundable. Neither we nor any affiliate finances any part of your initial investment.

2. Our estimates in this table assume you pay one month rent plus a security deposit before you open for business. For this to occur, you would need to negotiate a "free rent" period for the time it takes to build out your business. We expect that you will rent your location. If you choose to purchase real estate instead of renting, your costs will be significantly different.

3. You will be required to have a Medical Director to oversee the operation of the franchised business. We assume that you will need to pay your Medical Director this amount for your first year of operation. This cost will vary depending on the agreed upon fee structure and cost structure with the Medical Director.

4. The Market Introduction Program accounts for your opening advertising and promotions for your franchise business. This includes the digital advertising and promoting for your local market and during your first month of operations. You will be required to pay this to our Affiliate who will execute and implement the local marketing for your business.

5. You will be required to train four key positions upon opening the franchised business which includes your receptionist, intake director, provider and medical assistant. The cost of training these four initial key staff is included in your Franchise Fee, this expense accounts for the cost of travel, food, lodging and expenses associated with sending these key personnel to the required training programs in Colorado at the corporate locations. Further training IS NOT included in your franchise fee and will be billed and due by the 15th of the month following the trainings start.

6. This includes any other required expenses you will incur before operations begin and during the initial period of operations, such as payroll, additional inventory, rent, and other operating expenses in excess of income generated by the business. It does not include any salary or compensation for you. In formulating the amount required for additional funds, we relied on the following factors, basis, and experience: the development of a Castle Rock Hormone Health business by our affiliate, and our general knowledge of the industry.

7. This estimate assumes you sign a Multi-Unit Development Agreement for two to ten franchises. The franchise fee for your first unit is counted in the "Estimated Initial Investment – Franchise Agreement" table. You will pay all franchise fees upon signing the MUDA.

Item 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Generally

We have the right to require you to purchase or lease all goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating your business (1) either from us or our designee, or from suppliers approved by us, or (2) according to our specifications.

Specific Obligations

The following are our current specific obligations for purchases and leases:

A. Real Estate. Your business location is subject to our approval and must meet our specifications. You must use reasonable efforts to have your landlord sign our form of Rider to Lease Agreement (attached to this disclosure document as Exhibit D).

B. Insurance. You must obtain insurance as described in the Franchise Agreement and in our Brand Standards Manual, which includes (i) "Special" causes of loss coverage forms, including fire and extended coverage, crime, vandalism, and malicious mischief, on all property of the Business, for full repair and replacement value (subject to a reasonable deductible); (ii) Business interruption insurance covering at least 12 months of income; (iii) Commercial General Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an "occurrence" policy form in an amount of not less than $1,000,000 single limit per occurrence and $2,000,000 aggregate limit, (iv) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than $1,000,000, and (v) Workers Compensation coverage as required by state law. Your policies (other than Workers Compensation) must list us and our affiliates as an additional insured, must include a waiver of subrogation in favor of us and our affiliates, must be primary and non-contributing with any insurance carried by us or our affiliates, and must stipulate that we receive 30 days' prior written notice of cancellation.

C. Point-of-sale software and hardware, and related software and hardware. You must purchase (or lease) the point-of-sale software and hardware, and related software and hardware, that we specify. See Item 11 for more details.

D. Products, inventory and equipment. You must purchase required items from our approved vendors as prescribed. See our Brand Standards/Operations Manual for details.

E. Marketing and Lead Generation. You must purchase marketing and lead generation services from recommended advertising service providers.

Us or our Affiliates as Supplier

Our affiliate, CRHH Nutrition, LLC, is a supplier of nutritional supplements to our franchisees. Purchases from CRHH Nutrition are not currently required. Our affiliate, Funnel RX Pro, LLC, is a supplier of marketing and lead generation services to our franchisees, and it administers the Brand Fund. Our franchisees are not currently required to purchase products or services from these affiliate, but we reserve the right to designate these affiliates or any other affiliate as a required supplier (or the sole supplier) of goods or services in the future.

Ownership of Suppliers

Our members own interests in CRHH Nutrition, LLC and Funnel RX Pro, LLC, which supply optional products and services to our franchisees. Except for this, none of our officers owns an interest in any supplier to our franchisees.

Alternative Suppliers

If you want to use a supplier that is not on our list of approved suppliers, you must request our approval in writing. We will grant or revoke approvals of suppliers based on criteria appropriate to the situation, which may include evaluations of the supplier's capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. Our criteria for approving suppliers are not available to you. We permit you to contract with alternative suppliers who meet our criteria only if you request our approval in writing, and we grant approval. There is no fee for us to review or approve an alternate supplier. We will provide you with written notification of the approval or disapproval of any supplier you propose within 30 days after receipt of your request. We may grant approvals of new suppliers or revoke past approvals of suppliers on written notice to you, or by updating our Manual.

Issuing Specifications and Standards

We issue specifications and standards to you for applicable aspects of the franchise in our Manual and/or in written directives. We may issue new specifications and standards for any aspect of our brand system, or modify existing specifications and standards, at any time by revising our Manual and/or issuing new written directives (which may be communicated to you by any method we choose). We will generally (but are not obligated to) issue new or revised specifications only after thorough testing in our headquarters, in company-owned outlets, and/or a limited market test in multiple units.

Revenue to Us and Our Affiliates

Our affiliate, CRHH Nutrition, LLC, derives revenue from the sale of nutritional supplements to franchisees. Our affiliate, Funnel RX Pro, LLC, derives revenue from providing marketing and lead generation services to franchisees and from administering the Brand Fund. We and our affiliates may derive additional revenue from required purchases and leases by franchisees in the future. During the fiscal year ending December 31, 2025, neither of these affiliates derived any revenue from required franchisee purchases.

Proportion of Required Purchases and Leases

We estimate that the required purchases and leases to establish your business are 50% to 80% of your total purchases and leases to establish your business.

We estimate that the required purchases and leases of goods and services to operate your business are 50% to 80% of your total purchases and leases of goods and services to operate your business.

Payments by Designated Suppliers to Us

We do not currently receive payments from any designated suppliers based on purchases by you or other franchisees. However, the franchise agreement does not prohibit us from doing so.

Purchasing or Distribution Cooperatives

No purchasing or distribution cooperative currently exists.

Negotiated Arrangements

We do negotiate purchase arrangements with suppliers, including price terms, for the benefit of franchisees.

We currently have negotiated relationships with the following suppliers:

CRHH Nutrition, Revive RX, PDRX, Optimal Balance, Integrity, Empower, Medline, McKesson, Labcorp, Brillity Digital, Elevate, HubSpot, Charm EHR, Payfactory/Bluefin, Evolt, Olympia, Carrie Boyd Compounding

However, this is subject to change in the future.

Benefits Provided to You for Purchases

We do provide material benefit to you based on your purchase of particular goods or services and your use of particular suppliers.

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.

Obligation	Section in agreement	Disclosure document item
a. Site selection and acquisition/lease	Franchise Agreement (FA): §§ 6.1, 6.2	Item 11

Obligation	Section in agreement	Disclosure document item
	Multi-Unit Development Agreement (MUDA): Not Applicable	
b. Pre-opening purchase/leases	FA: §§ 6.2, 6.3 MUDA: Not Applicable	Items 5, 7, 8 and 11
c. Site development and other pre-opening requirements	FA: Article 6 MUDA: §§1(a), 3	Items 5, 7, 8 and 11
d. Initial and ongoing training	FA: §§ 5.4, 6.4, 7.6 MUDA: Not Applicable	Items 5, 6, 8 and 11
e. Opening	FA: §§ 6.5, 6.6 MUDA: §1(a)	Items 7, 8 and 11
f. Fees	FA: Article 4, §§ 5.5, 7.8, 10.5, 11.2, 11.3, 15.2, 16.1, 17.6 MUDA: §1(a)	Items 5, 6 and 7
g. Compliance with standards and policies/operating manual	FA: §§ 6.3, 7.1, 7.3, 7.5, 7.9 –7.13, 7.15, 10.1, 10.4, 11.1 MUDA: Article 1	Items 8, 11 and 14
h. Trademarks and proprietary information	FA: Article 12, § 13.1 MUDA: Not Applicable	Items 13 and 14
i. Restrictions on products/services offered	FA: § 7.3 MUDA: Not Applicable	Items 8, 11 and 16
j. Warranty and customer service requirements	FA: §§ 7.3, 7.8, 7.9 MUDA: Not Applicable	Item 8
k. Territorial development and sales quotas	FA: Not applicable MUDA: §1(a), 4(ii)	Item 12
l. Ongoing product/service purchases	FA: Article 8 MUDA: Not Applicable	Items 6 and 8
m. Maintenance, appearance, and remodeling requirements	FA: §§ 7.12, 7.13 MUDA: Not Applicable	Items 6, 7 and 8
n. Insurance	FA: § 7.15 MUDA: Not Applicable	Items 6, 7 and 8
o. Advertising	FA: Article 9	Items 6, 7, 8 and 11

Obligation	Section in agreement	Disclosure document item
	MUDA: Not Applicable	
p. Indemnification	FA: Article 16 MUDA: Not Applicable	Items 6 and 8
q. Owner's participation/management/staffing	FA: § 2.4 MUDA: Not Applicable	Items 15
r. Records and reports	FA: Article 10 MUDA: Not Applicable	Item 11
s. Inspections and audits	FA: §§ 10.5, 11.2 MUDA: Not Applicable	Items 6 and 11
t. Transfer	FA: Article 15 MUDA: Article 7	Items 6 and 17
u. Renewal	FA: § 3.2 MUDA: Not Applicable	Item 17
v. Post-termination obligations	FA: Article 13, § 14.3 MUDA: Not Applicable	Item 17
w. Non-competition covenants	FA: § 13.2 MUDA: Not Applicable	Item 17
x. Dispute resolution	FA: Article 17 MUDA: Article 7	Items 6 and 17

Item 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligations.

Item 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

Our Pre-Opening Obligations

Before you open your business:

A. *Your site.* We will review and advise you regarding potential locations that you submit to us. (Section 5.4). If you sign a Multi-Unit Development Agreement, we will approve the location of future sites and territories for those sites, and our then-current standards for sites and territories will apply. We are not obligated to further assist you in locating a site or negotiating the purchase or lease of the site.

(i) We generally do not own your premises.

(ii) If your site is not already known and approved by us when you sign your franchise agreement, then we and you will specify in your franchise agreement the area in which you must select a site (Franchise Agreement, Summary Page). We do not select your site. Your site is subject to our approval. To obtain our approval, you must provide all information and documents about the site that we require.

(iii) The factors we consider in approving sites are general location and neighborhood, competition, trade area demographics, traffic patterns, parking, size, physical characteristics of existing buildings, and lease terms.

(iv) The time limit for us to approve or disapprove your proposed site is 30 days after you submit all of our required documents and information. (Section 6.1). If we and you cannot agree on a site, you will be unable to comply with your obligation to develop and open the franchise by the deadline stated in the franchise agreement. Unless we agree to extend the deadline, you will be in default and we may terminate your franchise agreement.

(v) We are not obligated to assist you in conforming the premises of your site to local ordinances and building codes and obtaining any required permits. This will be your responsibility.

B. *Constructing, remodeling, or decorating the premises*. We will provide you with a set of our standard building plans and specifications and/or standard recommended floor plans, and our specifications for required décor. (Section 5.4)

C. *Hiring and training employees*. We will provide you with our suggested staffing levels (Section 5.2), suggested guidelines for hiring employees (Section 5.2), operational instructions in the Manual which you can use as part of training new employees (Section 5.3), and our initial training program described below. Our opening support (as described below) includes assisting you in training employees. All hiring decisions and conditions of employment are your sole responsibility.

D. *Necessary equipment, signs, fixtures, opening inventory, and supplies.* We will provide you a list of our specifications and approved suppliers for equipment, signs, fixtures, opening inventory, and supplies necessary to open your business. (Section 5.4) We do not provide these items directly; we only provide the names of approved suppliers. We do not deliver or install these items.

E. *Brand Standards Manual*. We will give you access to our Brand Standards Manual (Section 5.1).

F. *Initial Training Program.* We will conduct our initial training program. (Section 5.4). The current initial training program is described below.

G. *Business plan review*. If you request, we will review your pre-opening business plan and financial projections. (Section 5.4)

H. *Market introduction plan*. We will advise you regarding the planning and execution of your market introduction plan. (Section 5.4)

I. *On-site opening support.* We will have a representative provide on-site support for 5 days in connection with your business opening. (Section 5.4)

Length of Time to Open

The typical length of time between signing the franchise agreement and the opening of your business is 3-6 months. Factors that may affect the time period include your ability to obtain a lease, obtain financing, develop your location, obtain business permits and licenses, and hire employees.

Our Post-Opening Obligations

After you open your business:

A. *Developing products or services you will offer to your customers*. Although it is our intent and practice to refine and develop products or services that you will offer to your customers, the franchise agreement does not obligate us to do so.

B. *Hiring and training employees*. We will provide you with our suggested staffing levels (Section 5.2), suggested guidelines for hiring employees (Section 5.2), and operational instructions in the Manual which you can use as part of training new employees (Section 5.3). All hiring decisions and conditions of employment are your sole responsibility.

C. *Improving and developing your business; resolving operating problems you encounter.* If you request, we will provide advice to you (by telephone or electronic communication) regarding improving and developing your business, and resolving operating problems you encounter, to the extent we deem reasonable. If we provide in-person support in response to your request, we may charge a fee (currently $1000 per day for non-medical provider, $1,500 per day for medical provider.) plus any out-of-pocket expenses (such as travel, lodging, and meals for our employees providing onsite support). (Section 5.5)

D. *Establishing prices*. Upon your request, we will provide recommended prices for products and services. (Section 5.5). We have the right to determine prices charged by our franchisees for goods and services (but only to the extent permitted by applicable law).

E. *Establishing and using administrative, bookkeeping, accounting, and inventory control procedures.* We will provide you our recommended procedures for administration, bookkeeping, accounting, and inventory control (Section 5.5). We may make any such procedures part of required (and not merely recommended) procedures for our system.

F. *Brand Fund*. We will administer the Brand Fund (Section 5.5). We will prepare an unaudited annual financial statement of the Brand Fund within 120 days of the close of our fiscal year and will provide the financial statement to you upon request. (Section 9.3)

G. *Website*. We will maintain a website for the Castle Rock Hormone Health brand, which will include your business information and telephone number. Franchisees are not permitted to establish their own Website in connection with the brand. (Section 5.5)

Advertising

Our obligation. We will use the Brand Fund only for marketing and related purposes and costs. Media coverage is primarily local. We use outside vendors and consultants to produce advertising. We are not required to spend any amount of advertising in the area or territory where any particular franchisee is located. We will maintain the brand website (which may be paid for by the Brand Fund). We have no other obligation to conduct advertising.

Your own advertising material. You may use your own advertising or marketing material only with our approval. To obtain our approval, you must submit any proposed advertising or marketing material at least 14 days prior to use. If we do not respond, the material is deemed rejected. If you develop any advertising or marketing materials, we may use those materials for any purpose, without any payment to you.

Advertising council. We do not have an advertising council composed of franchisees. The franchise agreement does not give us the power to form an advertising council.

Local or Regional Advertising Cooperatives. We do not currently have any local or regional advertising cooperatives. We have the right to require you to participate in a local or regional advertising cooperative. We will define the area of the cooperative based on media markets, or other geographic criteria that we deem appropriate. Each franchisee in the area would have one vote per outlet (unless the franchisee is in default under its franchise agreement). The amount you must contribute to the cooperative will be determined by vote of the members, but not less than 1% and not more than 5% of gross sales. If our own outlets are members of a cooperative, they must contribute to the cooperative on the same basis as franchisees, and they will vote on the same basis as other members. We administer the cooperative, but we have the right to delegate responsibility for administration to an outside company such as an advertising agency or accounting firm, or to the franchisee members of the cooperative. We have the right to require the cooperative to operate from written bylaws or other governing documents that we determine. The documents are not currently available for you to review. Cooperatives will prepare annual financial statements which will be made available for review only by us and by the members of cooperative. We have the power to require cooperatives to be formed, changed, dissolved, or merged.

Brand Fund. You and all other franchisees must contribute to our Brand Fund. Your contribution is 2% of gross sales or $1,000 per month, whichever is greater. We reserve the right to have other franchisees contribute a different amount or at a different rate. Outlets that we own are not obligated to contribute to the Brand Fund. We administer the fund. The fund is not audited. We will make unaudited annual financial statements available to you upon request.

During the fiscal year ended December 31, 2025, we collected $137,891.11 in Brand Fund contributions. We spent $305,088.43 from the Brand Fund, of which approximately 100% was used for advertising, marketing, and related costs. The deficit was funded by us.

If less than all Brand Funds are spent in the fiscal year in which they accrue, the money will remain in the Brand Fund to be spent in the next year.

No money from the Brand Fund is spent principally to solicit new franchise sales.

Market introduction plan. We will provide you with a market introduction plan at least 30 days before the projected opening date of your business. Your estimated investment in the Market Introduction Program will be $10,000.

Required spending. After you open, you must spend at least 5% of gross sales or $5,000, whichever is greater each month on marketing your business. These local advertising expenses will be paid to recommended advertising suppliers.

Point of Sale and Computer Systems

We require you to buy (or lease) and use a point-of-sale system and computer system as follows:

iPad

Laptop Computer

E.H.R. Software License
Dragon Dictation Software
SureScripts Software
PDMP Interface

The system will include our currently required CRM/POS system, prescription/supplement platform, credit card processing system, and accounting platform, such as QuickBooks. These systems will generate or store data such as inventory/product details, sales transactions, client, employee, scheduling, reporting, and accounting information.

We estimate that these systems will cost between $4,000 and $6,000 to purchase.

We are not obligated to provide any ongoing maintenance, repairs, upgrades, or updates. We do require you enter into such contract with a third party for the above system/platforms.

You must upgrade or update any system when we determine. There is no contractual limit on the frequency or cost of this obligation.

We estimate that the annual cost of any optional or required maintenance, updating, upgrading, or support contracts will be $6,000 to $7,200.

You must give us independent access to the information that will be generated or stored in these systems. The information that we may access will include sales, customer data, and reports. There is no contractual limitation on our right to access the information.

Brand Standards Manual

See Exhibit G for the table of contents of our Brand Standards Manual as of the date this disclosure document, with the number of pages devoted to each subject. The Manual has 209 pages.

Training Program

Our training program consists of the following:

TRAINING PROGRAM

Subject	LMS/Virtual Hours	In-Person Hours	On-The-Job Hours	Location
Getting Started	3	3	0	CRHH University, 304 Paseo Reyes Dr, St. Augustine, FL 32095
Operations Basics	3	3	2	CRHH University, 304 Paseo Reyes Dr, St. Augustine, FL 32095
Pricing	1	1	0	CRHH University, 304 Paseo Reyes Dr, St. Augustine, FL 32095
New Client Interactions (Intake)	3	3	3	CRHH University, 304 Paseo Reyes Dr, St. Augustine, FL 32095
Client Interactions (Retention)	3	3	3	CRHH University, 304 Paseo Reyes Dr, St. Augustine, FL 32095
Lab Analysis and Presentation	3	3	0	CRHH University, 304 Paseo Reyes Dr, St. Augustine, FL 32095

Client Satisfaction	**2**	**2**	**0**	**CRHH University, 304 Paseo Reyes Dr, St. Augustine, FL 32095**
Opening the Location	**1**	**2**	**3**	**CRHH University, 304 Paseo Reyes Dr, St. Augustine, FL 32095**
Closing the Location	**1**	**2**	**3**	**CRHH University, 304 Paseo Reyes Dr, St. Augustine, FL 32095**
Deep Clean and Maintenance	**1**	**2**	**2**	**CRHH University, 304 Paseo Reyes Dr, St. Augustine, FL 32095**
Equipment Maintenance	**1**	**1**	**0**	**CRHH University, 304 Paseo Reyes Dr, St. Augustine, FL 32095**
Weekly Duties	**3**	**4**	**3**	**CRHH University, 304 Paseo Reyes Dr, St. Augustine, FL 32095**
Other Procedure Reviews / Misc	**1**	**1**	**0**	**CRHH University, 304 Paseo Reyes Dr, St. Augustine, FL 32095**
Onboarding Graduation	**1**	**1**	**0**	**CRHH University, 304 Paseo Reyes Dr, St. Augustine, FL 32095**
Pre-opening Readiness	**0**	**10**	**15**	**CRHH University, 304 Paseo Reyes Dr, St. Augustine, FL 32095**
Business Management Basics	**3**	**3**	**0**	**CRHH University, 304 Paseo Reyes Dr,**

				St. Augustine, FL 32095
Operations Basics (Advanced)	**2**	**2**	**0**	**CRHH University, 304 Paseo Reyes Dr, St. Augustine, FL 32095**
Human Resources Functions	**5**	**5**	**0**	**CRHH University, 304 Paseo Reyes Dr, St. Augustine, FL 32095**
Advertising / Marketing	**5**	**5**	**0**	**CRHH University, 304 Paseo Reyes Dr, St. Augustine, FL 32095**
Payroll	**3**	**3**	**0**	**CRHH University, 304 Paseo Reyes Dr, St. Augustine, FL 32095**
Staff Scheduling	**2**	**2**	**0**	**CRHH University, 304 Paseo Reyes Dr, St. Augustine, FL 32095**
TOTALS:	**47**	**61**	**34**	

SPECIFIC JOB ROLE TRAINING

Job Role	**LMS/Virtual Hours**	**In-Person Hours**	**On-The-Job Hours**	**Location**
Provider	**Continuous**	**35**	**0**	**CRHH University, 304 Paseo Reyes Dr, St. Augustine, FL 32095**
MA/EMT	**25**	**35**	**0**	**CRHH University, 304 Paseo Reyes Dr, St. Augustine, FL 32095**

GM/Office Manager	**30**	**35**	**0**	**CRHH University, 304 Paseo Reyes Dr, St. Augustine, FL 32095**
Front Office	**25**	**35**	**0**	**CRHH University, 304 Paseo Reyes Dr, St. Augustine, FL 32095**

Training classes will be scheduled in accordance with the needs of new franchisees. We anticipate holding training classes in advance of the opening of the franchisee's location, doing so remotely via our LMS platform, at CRHH University located at 304 Paseo Reyes Dr, St. Augustine, Florida 32095, and at the franchisee's location once sufficient build-out has been completed and close to being open, as elaborated on in the additional questions below. This may change as we start to bring on more franchisees.

The instruction materials consist primarily of our Onboarding Checklist which contains links organized by section for all applicable written procedures, training videos, learning checks referred to as Knowledge Reviews (automatically graded with correct answers provided, with a structure in place requiring successful completion via a minimum score threshold), and a shadowing/coaching checklist and approval process all required to successfully and fully complete the necessary training. Additional instructional material will be provided consisting of additional similar training (additional procedures, additional video training, additional checklists, etc.) for "higher-level" functions required of the franchisee and/or the individual acting as the owner/operator and/or manager of the franchisee.

Training classes will be led by the franchisor(s) and/or its delegate(s), such as a corporate-employed, tenured individual who has been delegated to lead some or all aspects of training (i.e. a manager / assistant manager / senior employee who works at a corporate (franchisor) location). Some aspects of training classes will be self-directed and led by the franchisee themselves as they follow the training structure in place which would include video training and the aforementioned instructional materials created by the franchisor/corporate (so in that sense, it is still being led by the franchisor/corporate/its delegate(s), just done remotely and/or by pre-recorded materials listed in the Onboarding/Training structure).

The primary instructors are Andy Terrell (20 years of clinical operations experience), Dr. Lee Moorer (28 years of medical experience), Crystal Quante (10 years of healthcare operations experience), and Matthew Stolzman (13 years of healthcare management experience). Franchisor/corporate delegate(s) may have various lengths of experience depending on the individual delegate, but they would typically have minimally one year of experience, if not more, and have had successfully completed both their own training and facilitation of others' training in the past; the delegate(s) would typically be in a management role at a corporate location or be a "senior," tenured employee if not in a formal management position.

There is no fee for the franchisee to attend training. You must pay the travel and living expenses of your employees or managers attending training.

You and all principal team members must attend training. You may send any additional persons to training that you want (up to the maximum described above). You must complete training to our satisfaction at least four weeks before opening your business. You will be required to pass a test which evaluates your understanding for the content and franchise operating content as covered in the training program. Should you fail to pass the test or complete the initial training, we have the right to terminate the franchise agreement with no refund of the initial franchise fee.

Your business must at all times be under your on-site supervision or under the on-site supervision of a general manager who has completed our training program. If you need to send a new general manager to our training program, we will charge a fee, which is currently $1000 per day for non-medical and $1,500 per day for medical provider. Otherwise, we do not currently require additional training programs or refresher courses, but we have the right to do so.

Item 12
TERRITORY

Your Location

Your franchise is for a specific location. If the specific location is not known at the time you sign a franchise agreement, then your location is subject to our approval.

Grant of Territory

Your franchise agreement will specify a territory, which will be determined by us. Your territory will be a geographical area containing the lesser of (i) a population of approximately 100,000 people or (ii) a two-mile radius from your location. We may use other boundaries (such as county lines or other political boundaries, streets, geographical features, or trade area) to delineate the territory.

Relocation; Establishment of Additional Outlets

You do not have the right to relocate your business, and we have no obligation to approve any request for relocation. Our policy is to approve relocation of a franchisee's business on case-by-case basis, considering factors such as changes in demographics, profitability of your current business, or a loss of your premises due to circumstances beyond your control.

You do not have the right to establish additional franchised outlets unless you sign a Multi-Unit Development Agreement ("MUDA") in the form attached as Exhibit C to this disclosure document. If you and we sign a MUDA, then you will have the right to establish a mutually-agreed number of additional outlets on a mutually-agreed schedule. Under the MUDA, your right to develop additional outlets is subject to (1) you must comply with the mutually-agreed development schedule, (2) you must have sufficient financial and organizational capacity to develop, open, operate, and manage each additional Castle Rock Hormone Health business, (3) you must be in compliance with all brand requirements at your open Castle Rock Hormone Health business(es), and (4) you must not be in default under any other agreement with us. We will approve the location of future sites and territories for those sites, and our then-current standards for sites and territories will apply. You are not obligated to develop additional outlets under the MUDA, and you may terminate it any time without penalty. If you do not meet your development schedule in the MUDA, we have the right to terminate your right to develop additional outlets.

Options to Acquire Additional Franchises

You do not receive any options, rights of first refusal, or similar rights to acquire additional franchises.

Territory Protection

In your franchise agreement, we grant you an exclusive territory. In your territory, we will not establish either a company-owned or franchised outlet selling the same or similar goods or services under the same or similar trademarks or service marks as a Castle Rock Hormone Health outlet. The continuation of your territorial protection does not depend on achieving a certain sales volume, market penetration, or other contingency. There are no circumstances that permit us to modify your territorial rights.

If you sign a MUDA, you do not receive an exclusive territory as an area developer. Therefore, with respect to a MUDA, we make the following disclosure: You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Restrictions on Us from Soliciting or Accepting Orders in Your Territory

There are no restrictions on us from soliciting or accepting orders from consumers inside your territory. We reserve the right to use other channels of distribution, such as the internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your territory using our principal trademarks or using trademarks different from the ones you will use under your franchise agreement. We do not pay any compensation to you for soliciting or accepting orders from inside your territory.

Soliciting by You Outside Your Territory

There are no restrictions on you from soliciting or accepting orders from consumers outside of your territory, except that all marketing and advertising is subject to our approval.

Competition by Us Under Different Trademarks

Neither we nor any of our affiliates operates, franchises, or has plans to operate or franchise a business under a different trademark selling goods or services similar to those you will offer. However, the franchise agreement does not prohibit us from doing so.

Item 13
TRADEMARKS

Principal Trademark

The following are the principal trademarks that we license to you. These trademarks are owned by us. The following marks are registered on the Principal Register of the United States Patent and Trademark Office:

Trademark	Registration Date	Registration Number
CASTLE ROCK MENS HEALTH	November 19, 2024	7570071
CASTLE ROCK HORMONE HEALTH	December 17, 2024	7606701

The following marks are pending registration with the United States Patent and Trademark Office:

Trademark	Filing Date	Serial Number
Castle Rock Hormone Health	May 1, 2026	99799386
CASTLE ROCK HORMONE HEALTH	May 1, 2026	99799388

Due the fact that none of our trademarks are more than six years old, we have not filed any renewals or affidavits, but intend to do so at the time they are legally required.

Determinations

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator or court. There are no pending infringement, opposition, or cancellation proceedings.

Litigation

There is no pending material federal or state court litigation regarding our use or ownership rights in a trademark.

Agreements

There are no currently effective agreements that significantly limit our rights to use or license the use of trademarks listed above in a manner material to the franchise.

Protection of Rights

We protect your right to use the principal trademarks listed in this Item, and we protect you against claims of infringement or unfair competition arising out of your use of the trademarks, to the extent described in this section.

The franchise agreement obligates you to notify us of the use of, or claims of rights to, a trademark identical to or confusingly similar to a trademark licensed to you. The franchise agreement does not require us to take affirmative action when notified of these uses or claims. We have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you.

If you use our trademarks in accordance with the franchise agreement, then (i) we will defend you (at our expense) against any legal action by a third-party alleging infringement by your use of the trademark, and (ii) we will indemnify you for expenses and damages if the legal action is resolved unfavorably to you.

Under the franchise agreement, we may require you to modify or discontinue using a trademark, at your expense.

Superior Prior Rights and Infringing Uses

We do not know of either superior prior rights or infringing uses that could materially affect your use of the principal trademarks.

Item 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents

We do not own rights in, or licenses to, patents that are material to the franchise. We do not have any pending patent applications.

Copyrights

All of our original works of authorship fixed in a tangible medium of expression are automatically protected under the U.S. Copyright Act, whether or not we have obtained registrations. This includes our Brand Standards Manual as well as all other sales, training, management and other materials that we have created or will create. You may use these copyrighted materials during the term of the franchise, in a manner consistent with our ownership rights, solely for your franchised business.

We do not have any registered copyrights. There are no pending copyright applications for our copyrighted materials. There are no currently effective determinations of the U.S. Copyright Office (Library of Congress) or any court regarding any copyright.

There are no agreements currently in effect that limit our right to use or license the use of our copyrighted materials.

We have no obligation to protect any of our copyrights or to defend you against claims arising from your use of copyrighted items. The franchise agreement does not require us to take affirmative action when notified of copyright infringement. We control any copyright litigation. We are not required to participate in the defense of a franchisee or indemnify a franchisee for expenses or damages in a proceeding involving a copyright licensed to the franchisee. We may require you to modify or discontinue using the subject matter covered by any of our copyrights, at your expense.

We do not know of any copyright infringement that could materially affect you.

Proprietary Information

We have a proprietary, confidential Brand Standards Manual and related materials that include guidelines, standards and policies for the development and operation of your business. We also claim proprietary rights in other confidential information or trade secrets that include all methods for developing and operating the business, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information and know-how.

You (and your owners, if the franchise is owned by an entity) must protect the confidentiality of our Brand Standards Manual and other proprietary information, and you must use our confidential information only for your franchised business. We may require your managers and key employees to sign confidentiality agreements.

Item 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Your Participation

You are not required to participate personally in the direct operation of your business. However, we recommend that you participate.

You must designate one person as your "Principal Executive". The Principal Executive is the executive primarily responsible for your business and has decision-making authority on behalf of the business. The Principal Executive must own at least 10% of the business. The Principal Executive must complete our initial training program. The Principal Executive must complete any post-opening training programs that we develop in the future. The Principal Executive must make reasonable efforts to attend all in-person meetings and remote meetings (such as telephone conference calls), including regional or national brand conferences, that we require. The Principal Executive cannot fail to attend more than three consecutive required meetings.

If your business is owned by an entity, all owners of the business must sign our Guaranty and Non-Compete Agreement (see Attachment 3 to Exhibit B).

"On-Premises" Supervision

You are not required to personally conduct "on-premises" supervision (that is, act as general manager) of your business. However, we recommend on-premises supervision by you.

There is no limit on who you can hire as an on-premises supervisor. The general manager of your business (whether that is you or a hired person) must successfully complete our training program.

If the franchise business is owned by an entity, we do not require that the general manager own any equity in the entity.

Restrictions on Your Manager

If we request, you must have your general manager sign a confidentiality and non-compete agreement. We do not require you to place any other restrictions on your manager.

Item 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale only goods and services that we have approved.

You must offer for sale all goods and services that we require. We have the right to change the types of authorized goods or services, and there are no limits on our right to make changes.

We do not restrict your access to customers, except that all sales must be made at or from your premises.

Item 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term	Franchise Agreement (FA): § 3.1 Multi-Unit Development Agreement (MUDA): none	10 years from date of franchise agreement.
b. Renewal or extension of the term	FA: § 3.2 MUDA: none	You may obtain a successor franchise agreement for up to 2 additional 5-year terms.
c. Requirements for franchisee to renew or extend	FA: § 3.2 MUDA: none	For our franchise system, “renewal” means that at the end of your term, you sign our successor franchise agreement for an additional 5-year term. You may be asked to sign a contract with

Provision	Section in franchise or other agreement	Summary
		materially different terms and conditions than your original contract. To renew, you must give advance notice to us; be in compliance with all contractual obligations to us and third parties; renovate to our then-current standards; sign then-current form of franchise agreement and related documents (including personal guaranty); sign general release (unless prohibited by applicable law). If you continue operating your franchise after the expiration of the term without a renewal agreement, then we may either terminate your operation at any time or deem you to have renewed your agreement for a 5-year term.
d. Termination by franchisee	FA: § 14.1 MUDA: § 4	If we violate a material provision of the franchise agreement and fail to cure or to make substantial progress toward curing the violation within 30 days after notice from you. If you sign a MUDA, you may terminate it at any time.
e. Termination by franchisor without cause	Not Applicable	
f. Termination by franchisor with cause	FA: § 14.2 MUDA: § 4	We may terminate your agreement for cause, subject to any applicable notice and cure opportunity. If you sign a Multi-Unit Development Agreement, termination of your MUDA does not give us the right to terminate your franchise agreement. However, if your franchise agreement is terminated, we have the right to terminate your MUDA.
g. "Cause" defined--curable defaults	FA: § 14.2 MUDA: none	Non-payment by you (10 days to cure); violate franchise agreement other than non-curable default (30 days to cure); operate in a manner dangerous to health or safety (48 hours to cure).
h. "Cause" defined--non-curable defaults	FA: § 14.2 MUDA: § 4	FA: Misrepresentation when applying to be a franchisee; knowingly submitting false information; bankruptcy; lose possession of your location; violation of law; violation of confidentiality; violation of non-compete;

Provision	Section in franchise or other agreement	Summary
		violation of transfer restrictions; slander or libel of us; refusal to cooperate with our business inspection; cease operations for more than 5 consecutive days; three defaults in 12 months; cross-termination; admission, charge or conviction of, or plea to a felony, or commission or accusation of an act that is reasonably likely to materially and unfavorably affect our brand; any other breach of franchise agreement which by its nature cannot be cured. MUDA: failure to meet development schedule; violation of franchise agreement or other agreement which gives us the right to terminate it.
i. Franchisee's obligations on termination/non-renewal	FA: §§ 14.3 – 14.6 MUDA: none	Pay all amounts due; return Manual and proprietary items; notify phone, internet, and other providers and transfer service; Notice landlord of termination and authorize us to negotiate lease resolution, cease doing business; remove identification; purchase option by us.
j. Assignment of agreement by franchisor	FA: § 15.1 MUDA: § 7	Unlimited
k. "Transfer" by franchisee - defined	FA: Article 1 MUDA: Background Statement	For you (or any owner of your business) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the business, (ii) the franchise agreement, (iii) any direct or indirect ownership interest in the business, or (iv) control of the business.
l. Franchisor's approval of transfer by franchisee	FA: § 15.2 MUDA: § 7	No transfers without our approval.
m. Conditions for franchisor's approval of transfer	FA: § 15.2 MUDA: none	Pay transfer fee; buyer meets our standards; buyer is not a competitor of ours; buyer and its owners sign our then-current franchise agreement and related documents (including personal guaranty); you've made all payments to us and are in compliance with all contractual requirements; buyer completes training program; you sign a general release; business complies with then-current system

Provision	Section in franchise or other agreement	Summary
		specifications (including remodel, if applicable).
n. Franchisor's right of first refusal to acquire franchisee's business	FA: § 15.5 MUDA: none	If you want to transfer your business (other than to your co-owner or your spouse, sibling, or child), we have a right of first refusal.
o. Franchisor's option to purchase franchisee's business	Not Applicable	
p. Death or disability of franchisee	FA: §§ 2.4, 15.4 MUDA: none	If you die or become incapacitated, a new principal executive acceptable to us must be designated to operate the business, and your executor must transfer the business to an approved new owner within nine months.
q. Non-competition covenants during the term of the franchise	FA: § 13.2 MUDA: none	Neither you, any owner of the business, or any spouse of an owner may have ownership interest in, lend money or provide financial assistance to, provide services to, or be employed by, any competitor.
r. Non-competition covenants after the franchise is terminated or expires	FA: § 13.2 MUDA: none	For two years, neither you, any owner of the business, or any spouse of an owner may have ownership interest in, lend money or provide financial assistance to, provide services to, or be employed by a competitor located within five miles of your former territory or the territory of any other Castle Rock Hormone Health business operating on the date of termination.
s. Modification of the agreement	FA: § 18.4 MUDA: § 7	No modification or amendment of the agreement will be effective unless it is in writing and signed by both parties. This provision does not limit our right to modify the Manual or system specifications.
t. Integration/merger clause	FA: § 18.3 MUDA: § 7	Only the terms of the agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement (or MUDA) may not be enforceable. However, no claim made in any franchise agreement (or MUDA) is intended to disclaim the express representations made in this Disclosure Document.

Provision	Section in franchise or other agreement	Summary
u. Dispute resolution by arbitration or mediation	FA: § 17.1 MUDA: § 7	All disputes are resolved by arbitration (except for injunctive relief) (subject to applicable state law).
v. Choice of forum	FA: §§ 17.1; 17.5 MUDA: § 7	Arbitration will take place where our headquarters is located (currently, Castle Rock, Colorado) (subject to applicable state law). Any legal proceedings not subject to arbitration will take place in the District Court of the United States, in the district where our headquarters is then located, or if this court lacks jurisdiction, the state courts of the state and county where our headquarters is then located (subject to applicable state law).
w. Choice of law	FA: § 18.8 MUDA: § 7	Colorado (subject to applicable state law).

For additional disclosures required by certain states, refer to Exhibit I - State Addenda to Disclosure Document

Item 18
PUBLIC FIGURES

We do not use any public figure to promote our franchise.

Item 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

Background

There were six (6) Castle Rock Hormone Health businesses that were open as of December 31, 2024 and that operated for the entire 2025 Calendar Year (January 1, 2025 to December 31, 2025) (the "2025 Outlets"). Two (2) of the 2025 Outlets are 100% owned by our affiliates (the "Affiliate Outlets"). Four (4) of the 2025 Outlets are operated by franchisees (the "Franchised Outlets"). We have excluded one (1) of the Franchised Outlets from this Item 19 because it underwent a transfer during the 2025 Calendar Year. We have excluded the remaining three (3)

Franchised Outlets from this Item 19 because they did not hire a full-time provider and started with primarily telehealth services. This is not the franchise model offered under this Disclosure Document, which requires franchisees to launch their franchise with a full-time provider and offer in-person services five (5) days per week. These three (3) Franchised Outlets are in the process of converting to the current franchise model, but they did not operate their businesses in conformity with the franchise offered under this Disclosure Document during the 2025 Calendar Year. Therefore, we have excluded them from this Item 19. We have also excluded the three (3) franchises that opened during the 2025 Calendar Year since they did not operate for the entire measurement period.

Section I of this Item 19 discloses the historical Profit and Loss Statements of the Affiliate Outlets, which was taken from the Affiliate Outlets' accounting records. Section II of this Item 19 discloses the historical Gross Sales of the Franchised Outlets, which was reported to us by the Franchised Outlets. The St. Augustine, Florida Franchised Outlet also only reported Gross Sales to us, which is why it is not included in Section I.

The Affiliate Outlets do not operate pursuant to a franchise agreement with us. The Affiliate Outlets paid us a Royalty Fee of 6% of Gross Sales and a Brand Fund Contribution of 2% of Gross Sales during the 2025 Calendar Year. The Royalty Fee under this Disclosure Document is 7% of Gross Sales (see Item 6). Otherwise, there are no other material and/or operational characteristics of the company-owned outlets that are reasonably anticipated to differ materially from future operational franchise outlets.

<u>**Section I – Affiliate Outlet 2025 P&Ls**</u>

<u>Castle Rock, Colorado Affiliate Outlet</u>

The table below contains the historical Profit and Loss Statement from the Castle Rock, Colorado Affiliate Outlet. This outlet has been open since June 2021.

Clinic Profit and Loss Castle Rock Hormone Health - Castle Rock January 1-December 31, 2025	Total
Income	
Income From Clinical Operations	
1st Month Hormone Treatment	$ 101,832.20
1st Month Peptides	$ 54,496.67
1st Month Recurring Male Enhancement	$ 1,927.00
Covid Treatments	$ 598.00
Expired Items	$ 2,477.00
Follow Up Labs	$ 971.00
Hair Restoration	$ 8,736.00
Initial Labs	$ 57,185.50
Injectable Vitamins	$ 5,385.68
IV Therapy	$ 3,569.00
Male Performance	$ 4,432.83
Medications	$ 5,432.29
Merchandise	$ 185.65
Other Procedure	$ 40.00
Oxandrolone Therapy	$ 1,035.00
Personal Training	$ 300.00
Phlebotomy	$ 11,670.00
PRP & Stem Cell Procedures	$ 1,700.00
Recurring Hormones	$2,223,222.93
Recurring Male Enhancement	$ 5,225.00
Recurring Peptides	$ 76,274.44
Supplements	$ 237.00
Weight Loss	$ 120,462.20
Total for Income From Clinical Operations	**$2,687,395.39**
Expenses	
Fees	

Estimated Franchise Royalties and Brand Fees 9%		$ 241,865.59
Bank Charges & Processing Fees		$ 98,721.32
	Total Fees	**$ 340,586.91**
COGS		
Pharmacies and Shipping		$ 639,707.31
	Total COGS	**$ 639,707.31**
Advertising & Marketing		**$ 69,295.88**
Software Subscriptions		**$ 11,400.00**
LABOR		
Medical Director & Contractors		$ 167,279.00
Payroll Wages		$ 397,541.14
Payroll Taxes		$ 178,037.54
Payroll Benefits		$ 57,152.04
Professional Services		$ 16,042.38
	Total Labor	**$ 816,052.10**
FACILITY		
Rent		$ 66,352.00
Supplies		$ 31,271.36
Phone and Internet		$ 19,419.11
Utilities		$ 8,820.34
Leased Equipment		3,998.16
	Total Facility	**$ 129,860.97**
	Total Expenses from Clinical Operations	**$2,006,903.17**
	Total Profit From Clinical Operations	**$ 680,492.22**
	Profit Margin	**25%**

Parker, Colorado Affiliate Outlet

The table below contains the historical Profit and Loss Statement from the Parker, Colorado Affiliate Outlet. This outlet has been open since November 2023.

Clinic Profit and Loss
CRHH Parker LLC
January 1-December 31, 2025

		Total
Income		
Clinical Operations Income		
1st Month Hormone Treatment	$	42,525.67
1st Month Peptides	$	25,478.50
1st Month Recurring Male Enhancement	$	187.00
Follow Up Labs	$	930.50
GainesWave	$	400.00
Hair Restoration	$	548.00
Initial Labs	$	25,179.50
Injectible Vitamins	$	3,398.00
IV Therapy	$	10,675.00
Male Performance	$	2,338.01
Medication	$	678.32
Merchandise	$	5.00
Non-Covered Services	$	599.00
Phlebotomy	$	3,262.00
Recurring Hormones	$	773,342.88
Recurring Male Enhancement	$	413.00
Recurring Peptides	$	42,811.50
Services	$	(15,612.64)
Urgent Care	$	149.00
Weight Loss	$	41,565.49
Total for Clinical Operations Income	**$**	**958,873.73**
Expenses		
Fees		
Estimated Franchise Royalties and Brand Fees 9%	$	85,467.09
Bank Charges & Processing Fees	$	32,676.81
Total Fees	**$**	**118,143.90**
COGS		
Pharmacies and Shipping	$	215,521.71
Total COGS	**$**	**215,521.71**
Advertising & Marketing	**$**	**43,258.04**
Software Subscriptions	**$**	**10,800.00**
LABOR		

Medical Director & Contractors	$	160,333.00
Payroll Wages	$	108,498.08
Payroll Taxes	$	36,945.32
Payroll Benefits	$	25,596.87
Professional Services	$	14,284.49
Total Labor	**$**	**345,657.76**
FACILITY		
Rent	$	57,264.20
Supplies	$	9,759.87
Phone and Internet	$	4,985.41
Utilities	$	7,520.54
Leased Equipment		4,241.00
Total Facility	**$**	**83,771.02**
Total Expenses from Clinical Operations	**$**	**817,152.43**
Total Profit From Clinical Operations	**$**	**141,721.30**
Profit Margin	**15%**	

Section II – Affiliate Outlet Summary

	Total Income from Clinical Operations (Gross Sales)	Profit Margin
# of Outlets	2	2
High	$2,687,395.39	25%
Low	$949,634.41	15%
Average	$1,818,514.90	20%
Median	$1,818,514.90	20%
# of Outlets that Met or Exceeded the Average	1	1
% of Outlets that Met or Exceeded the Average	50%	50%

Notes to this Item 19:

1. The foregoing data are historic financial performance representations. They are not projections of future performance. Except as described above, there are no other material and/or operational characteristics of the company-owned outlets that are reasonably anticipated to differ materially from future operational franchise outlets.

2. 1. “Total for Income From Clinical Operations” means the total dollar amount of all sales generated by the Affiliate Outlet for a given period less (i) bona fide refunds to customers and (ii) discounts. This is essentially the same as the definition of “Gross Sales” in Item 6 of this Disclosure Document.

3. During the 2025 Calendar Year, the Affiliate Outlets spent more than the minimum local advertising requirement of $5,000 or 5% of Gross Sales on a monthly basis.

4. As disclosed above, the Affiliate Outlets do not operate pursuant to franchise agreements with us. However, the Affiliate Outlets do pay us Royalty Fees and Brand Fund Contributions. During the 2025 Calendar Year, these Affiliate Outlets paid us a Royalty Fee of 6% of Gross Sales and a Brand Fund Contribution of 2% of Gross Sales. However, these amounts have been adjusted in the above tables to account for the 7% Royalty Fee our franchisees will pay us under this Disclosure Document (see Item 6).

5. “Profit Margin” in this Item 19 means “Total Profit From Clinical Operations” divided by “Total for Income from Clinical Operations.”

Some outlets have sold and earned this amount. Your individual results may differ. There is no assurance that you’ll sell or earn as much.

Written substantiation of the financial performance representation will be made available to prospective franchisees upon reasonable request.

Except for what is included in this Item 19, we do not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting Christopher Stolzman, 509 Wilcox St Ste 200, Castle Rock, CO 80104, and (720) 769-6747, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20
OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary
For Years 2023 to 2025

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2023	0	0	0
	2024	0	3	+3
	2025	3	6	+3
Company-Owned	2023	1	2	+1
	2024	2	3	+1
	2025	3	3	0
Total Outlets	2023	1	2	+1
	2024	2	6	+4
	2025	6	9	+3

Table 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2023 to 2025

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Colorado	2023	0
	2024	0
	2025	2
Total	2023	0
	2024	0
	2025	2

Table 3
Status of Franchised Outlets
For Years 2023 to 2025

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termi-Nations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations – Other Reasons	Column 9 Outlets at End of the Year
Colorado	2023	0	0	0	0	0	0	0
	2024	0	3	0	0	0	0	3
	2025	3	1	0	0	0	0	4
Michigan	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Pennsylvania	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Totals	2023	0	0	0	0	0	0	0
	2024	0	3	0	0	0	0	6
	2025	3	3	0	0	0	0	6

Note: There is a Castle Rock Hormone Health business operating in Atlanta, Georgia. However, it is a telehealth-only model that is materially different from the franchise offered under this Disclosure Document. Therefore, it is not included in this table.

Table 4
Status of Company-Owned Outlets
For Years 2023 to 2025

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
Colorado	2023	1	1	0	0	0	2
	2024	2	0	0	0	0	2
	2025	2	0	0	0	0	2
Florida	2023	0	0	0	0	0	0
	2024	0	1*	0	0	0	1
	2025	1	0	0	0	0	1
Totals	2023	1	1	0	0	0	2

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
	2024	2	1*	0	0	0	3
	2025	3	0	0	0	0	3

*Note – This outlet is classified as an affiliate as our Members, Christopher Stolzman and Lee Moorer, own an interest in it.

Table 5
Projected Openings as of December 31, 2025

Column 1 State	Column 2 Franchise Agreements Signed but Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year
Florida	0	0	2
South Carolina	1	1	0
Totals	1	1	2

Current Franchisees

Exhibit H contains the names of all current franchisees (as of the end of our last fiscal year) and the address and telephone number of each of their outlets.

Former Franchisees

Exhibit H contains the name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Confidentiality Clauses

In the last three fiscal years, no franchisees have signed any contract, order, or settlement provision that directly or indirectly restricts a current or former franchisee from discussing his or her personal experience as a franchisee in our system with any prospective franchisee.

Franchisee Organizations

There are no trademark-specific franchisee organizations associated with our franchise system.

Item 21
FINANCIAL STATEMENTS

We have not been in business for three years or more, and therefore cannot include all financial statements required by the Franchise Rule of the Federal Trade Commission. Exhibit F contains our audited financial statements as of December 31, 2025 and December 31, 2024 as well as our unaudited balance sheet as of March 31, 2026 and unaudited profit and loss statement from January 1, 2026 to March 31, 2026. Our fiscal year end is December 31.

Item 22
CONTRACTS

Copies of all proposed agreements regarding this franchise offering are attached as the following Exhibits:

B. Franchise Agreement (with Guaranty and Non-Compete Agreement)
C. Multi-Unit Development Agreement
D. Rider to Lease Agreement
E. Form of General Release
J. State Addenda to Agreements
K. Managed Services Addendum to Franchise Agreement

Item 23
RECEIPTS

Detachable documents acknowledging your receipt of this disclosure document are attached as the last two pages of this disclosure document.

EXHIBIT A

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

We may register this Disclosure Document in some or all of the following states in accordance with the applicable state law. If and when we pursue franchise registration, or otherwise comply with the franchise investment laws, in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in each state and the state offices or officials that we will designate as our agents for service of process in those states:

State	State Administrator	Agent for Service of Process (if different from State Administrator)
California	Commissioner of Business Oversight Department of Business Oversight 1515 K Street Suite 200 Sacramento, CA 95814-4052 866-275-2677	
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities P.O. Box 40 Honolulu, HI 96810 (808) 586-2722	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Franchise Bureau Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	
Indiana	Franchise Section Indiana Securities Division Secretary of State Room E-111 302 W. Washington Street Indianapolis, IN 46204 (317) 232-6681	
Maryland	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Commissioner of Securities 200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, MI 48933 (517) 373-7117	

State	State Administrator	Agent for Service of Process (if different from State Administrator)
Minnesota	Minnesota Department of Commerce Securities-Franchise Registration 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500
New York	New York State Department of Law Investor Protection Bureau 28 Liberty St. 21st Floor New York, NY 10005 212-416-8236	Secretary of State 99 Washington Avenue Albany, NY 12231
North Dakota	North Dakota Securities Department 600 East Boulevard Ave., State Capital Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	
Oregon	Department of Consumer & Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (503) 378-4140	
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue John O. Pastore Complex–69-1 Cranston, RI 02920-4407 (401) 462-9527	
South Dakota	Division of Insurance Securities Regulation 124 South Euclid Suite 104 Pierre, SD 57501-3185 (605) 773-3563	
Virginia	State Corporation Commission 1300 East Main Street 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507 (360) 902-8760	Department of Financial Institutions Securities Division 150 Israel Rd SW Tumwater, WA 98501 (360) 902-8760
Wisconsin	Division of Securities Department of Financial Institutions Post Office Box 1768 Madison, WI 53701 (608) 266-2801	Securities and Franchise Registration Wisconsin Securities Commission 201 West Washington Avenue, Suite 300 Madison, WI 53703

EXHIBIT B

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

SUMMARY PAGE		
1.	**Franchisee**	________________________________
2.	**Initial Franchise Fee**	$____________
3.	**Development Area**	________________________________
4.	**Business Location**	________________________________
5.	**Territory**	________________________________
6.	**Opening Deadline**	____________________
7.	**Principal Executive**	____________________
8.	**Franchisee's Address**	____

FRANCHISE AGREEMENT

This Agreement is made between Castle Rock Hormone Health Franchise Systems, LLC, a Florida Limited Liability Company ("Franchisor"), and Franchisee effective as of the date signed by Franchisor (the "Effective Date").

Background Statement:

A. Franchisor and its affiliate Lee A. Moorer MDPC DBA Castle Rock Men's Health, have created and own a system (the "System") for developing and operating physician supervised hormone optimization/bio-optimization clinic. Castle Rock Hormone Health primary vertical is hormone optimization therapy, with additional services including medically supervised weight loss, growth hormone peptide therapy, shockwave therapy for erectile dysfunction/optimization, and erectile dysfunction medications, under the trade name "Castle Rock Hormone Health".

B. The System includes (1) methods, procedures, and standards for developing and operating a Castle Rock Hormone Health business, (2) plans, specifications, equipment, signage and trade dress for Castle Rock Hormone Health businesses, (3) particular products and services, (4) the Marks, (5) training programs, (6) business knowledge, (7) marketing plans and concepts, and (8) other mandatory or optional elements as determined by Franchisor from time to time.

C. The parties desire that Franchisor license the Marks and the System to Franchisee for Franchisee to develop and operate a Castle Rock Hormone Health business on the terms and conditions of this Agreement.

ARTICLE 1. DEFINITIONS

"**Action**" means any action, suit, proceeding, claim, demand, governmental investigation, governmental inquiry, judgment or appeal thereof, whether formal or informal.

"**Approved Vendor**" means a supplier, vendor, or distributor of Inputs which has been approved by Franchisor.

"**Business**" means the Castle Rock Hormone Health business owned by Franchisee and operated under this Agreement.

"**Competitor**" means any business which offers products or services the same or similar as the franchise brand.

"**Confidential Information**" means all non-public information of or about the System, Franchisor, and any Castle Rock Hormone Health business, including all methods for developing and operating the Business, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information and know-how.

"**Gross Sales**" means the total dollar amount of all sales generated through the Business for a given period, including, but not limited to, payment for any services or products sold by Franchisee, whether for cash or credit. Gross Sales does not include (i) bona fide refunds to customers, (ii) sales taxes collected by Franchisee, (iii) sales of used equipment not in the ordinary course of business, or (iv) sales of prepaid cards or similar products (but the redemption of any such card or product will be included in Gross Sales).

"**Input**" means any goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating the Business.

"**Location**" means the location stated on the Summary Page. If no location is stated on the Summary Page, then the Location will be determined in accordance with Section 6.1.

"**Losses**" includes (but is not limited to) all losses; damages; fines; charges; expenses; lost profits; reasonable attorneys' fees; travel expenses, expert witness fees; court costs; settlement amounts; judgments; loss of Castle Rock Hormone Health Franchise System's reputation and goodwill; costs of or resulting from delays; financing; costs of advertising material and media time/space and the costs of changing, substituting or replacing the same; and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

"**Manual**" means Castle Rock Hormone Health Franchise System's confidential Brand Standards Manual(s), including any supplements, additions, or revisions from time to time, which may be in any form or media.

"**Brand Fund**" means the fund established (or which may be established) by Franchisor into which Brand Fund Contributions are deposited.

"**Marks**" means the trade name and logo contained on the Summary Page, and all other trade names, trademarks, service marks and logos specified by Franchisor from time to time for use in a Castle Rock Hormone Health business.

"**Owner**" means each person or entity which directly or indirectly owns or controls any equity of Franchisee. If Franchisee is an individual person, then "Owner" means Franchisee.

"**Remodel**" means a refurbishment, renovation, and remodeling of the Location to conform to the building design, exterior facade, trade dress, signage, fixtures, furnishings, equipment, decor, color schemes, presentation of the Marks, and other System Standards in a manner consistent with the image then in effect for a new Castle Rock Hormone Health business.

"**Required Vendor**" means a supplier, vendor, or distributor of Inputs which Franchisor requires franchisees to use.

"**System Standards**" means, as of any given time, the then-current mandatory procedures, requirements, and/or standards of the System as determined by Franchisor, which may include without limitation, any procedures, requirements and/or standards for appearance, business metrics, cleanliness, customer service, design (such as construction, decoration, layout, furniture, fixtures and signs), equipment, inventory, marketing and public relations, operating days, operating hours, presentation of Marks, product and service offerings, quality of products and services (including any guaranty and warranty programs), reporting, safety, technology (such as computers, computer peripheral equipment, smartphones, point-of-sale systems, back-office systems, information management systems, security systems, video monitors, other software, backup and archiving systems, communications systems (including email, audio, and video systems), payment acceptance systems, and internet access, as well as upgrades, supplements, and modifications thereto), uniforms, and vehicles.

"**Territory**" means the territory stated on the Summary Page. If no territory is stated on the Summary Page, then the Territory is determined in accordance with Section 6.1.

"**Transfer**" means for Franchisee (or any Owner) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the Business, (ii) this Agreement, (iii) any direct or indirect ownership interest in the Business, or (iv) control of the Business.

ARTICLE 2. GRANT OF LICENSE

2.1 Grant. Franchisor grants to Franchisee the right to operate a Castle Rock Hormone Health business solely at the Location. If no Location is stated on the Summary Page when this Agreement is signed, then the parties will determine the Location in accordance with Section 6.1. Franchisee shall develop, open and operate a Castle Rock Hormone Health business at the Location for the entire term of this Agreement.

2.2 Protected Territory. Franchisor shall not establish, nor license the establishment of, another business within the Territory selling the same or similar goods or services under the same or similar trademarks or service marks as a Castle Rock Hormone Health business. Franchisor retains the right to:

(i) establish and license others to establish and operate Castle Rock Hormone Health businesses outside the Territory, notwithstanding their proximity to the Territory or their impact on the Business;

(ii) operate and license others to operate businesses anywhere that do not operate under the Castle Rock Hormone Health brand name; and

(iii) sell and license others to sell products and services in the Territory through channels of distribution (including the internet) other than Castle Rock Hormone Health outlets.

2.3 Franchisee Control. Franchisee represents that Attachment 1 (i) identifies each owner, officer and director of Franchisee, and (ii) describes the nature and extent of each owner's interest in Franchisee. If any information on Attachment 1 changes (which is not a Transfer), Franchisee shall notify Franchisor within 10 days.

2.4 Principal Executive. Franchisee agrees that the person designated as the "Principal Executive" on the Summary Page is the executive primarily responsible for the Business and has decision-making authority on behalf of Franchisee. The Principal Executive must have at least 10% ownership interest in Franchisee. The Principal Executive does not have to serve as a day-to-day general manager of the Business, but the Principal Executive must devote substantial time and attention to the Business. If the Principal Executive dies, becomes incapacitated, transfers his/her interest in Franchisee, or otherwise ceases to be the executive primarily responsible for the Business, Franchisee shall promptly designate a new Principal Executive, subject to Castle Rock Hormone Health Franchise System's reasonable approval.

2.5 Guaranty. If Franchisee is an entity, then Franchisee shall have each Owner sign a personal guaranty of Franchisee's obligations to Franchisor, in the form of Attachment 3.

2.6 No Conflict. Franchisee represents to Franchisor that Franchisee and each of its Owners (i) are not violating any agreement (including any confidentiality or non-competition covenant) by entering into or performing under this Agreement, (ii) are not a direct or indirect owner of any Competitor, and (iii) are not listed or "blocked" in connection with, and are not in violation under, any anti-terrorism law, regulation, or executive order.

ARTICLE 3. TERM

3.1 Term. This Agreement commences on the Effective Date and continues for 10 years.

3.2 Successor Agreement. When the term of this Agreement expires, Franchisee may enter into a successor agreement for up to 2 additional periods of 5 years each, subject to the following conditions prior to each expiration:

(i) Franchisee notifies Franchisor of the election to renew between 90 and 180 days prior to the end of the term;

(ii) Franchisee (and its affiliates) are in compliance with this Agreement and all other agreements with Franchisor (or any of its affiliates) at the time of election and at the time of renewal;

(iii) Franchisee has made or agrees to make (within a period of time acceptable to Franchisor) renovations and changes to the Business as Franchisor requires (including a Remodel, if applicable) to conform to the then-current System Standards;

(iv) Franchisee and its Owners execute Castle Rock Hormone Health Franchise System's then-current standard form of franchise agreement and related documents (including personal guaranty), which may be materially different than this form (including, without limitation, higher and/or different fees), except that Franchisee will not pay another initial franchise fee and will not receive more renewal or successor terms than described in this Section;

(v) Franchisee and each Owner executes a general release (on Castle Rock Hormone Health Franchise System's then-standard form) of any and all claims against Franchisor, its affiliates, and their respective owners, officers, directors, agents and employees.

ARTICLE 4. FEES

4.1 Initial Franchise Fee. Upon signing this Agreement, Franchisee shall pay an initial franchise fee in the amount stated on the Summary Page. This initial franchise fee is not refundable.

4.2 Royalty Fee. During the term of this Agreement, Franchisee shall pay Franchisor a monthly royalty fee (the "Royalty Fee") equal to 7% of the Gross Sales of the Franchised Business from the immediately preceding month. The Royalty Fee for any given month is due on the 15th of the following month.

4.3 Marketing Contributions.

(a) Brand Fund Contribution. During the term of this Agreement, Franchisee shall pay Franchisor a monthly contribution to the Brand Fund (the "Brand Fund Contribution") equal to the greater of (i) 2% of Franchisee's Gross Sales from the immediately preceding month or (ii) $1,000, whichever is greater (or such lesser amount as Franchisor determines), at the same time as the Royalty Fee.

(b) Market Cooperative Contribution. If the Business participates in a Market Cooperative, then Franchisee shall contribute to the Market Cooperative a percentage of Gross Sales (or other amount) determined by the Market Cooperative, not to exceed 5%.

4.4 Replacement / Additional Training Fee. If Franchisee sends an employee to Castle Rock Hormone Health Franchise System's training program after opening, Franchisor may charge its then-current training fee. As of the date of this Agreement, the Currently, $1,500 per day for provider or $100 per telehealth visit plus travel and lodging if needed. $1,000 per day for management level plus travel and lodging if needed. $650 per day for front line training or staff plus travel and lodging if needed.

4.5 Non-Compliance Fee. Franchisor may charge Franchisee $1,000 for any instance of non-compliance with the System Standards or this Agreement (other than Franchisee's non-payment of a fee owed to Franchisor) which Franchisee fails to cure after 30 days' notice. Thereafter, Franchisor may charge Franchisee $250 per week until Franchisee ceases such non-compliance. This fee is a reasonable estimate of Castle Rock Hormone Health Franchise System's internal cost of personnel time attributable to addressing the non-compliance, and it is not a penalty or estimate of all damages arising from Franchisee's breach. The non-compliance fee is in addition to all of Castle Rock Hormone Health Franchise System's other rights and remedies (including default and termination under Section 14.2).

4.6 Reimbursement. Franchisor may (but is never obligated to) pay on Franchisee's behalf any amount that Franchisee owes to a supplier or other third party. If Franchisor does so or intends to do so, Franchisee shall pay such amount plus a 10% administrative charge to Franchisor within 15 days after invoice by Franchisor accompanied by reasonable documentation.

4.7 Payment Terms.

(a) Method of Payment. Franchisee shall pay the Royalty Fee, Brand Fund Contribution, and any other amounts owed to Franchisor by pre-authorized bank draft or in such other manner as Franchisor may require. Franchisee shall comply with Castle Rock Hormone Health Franchise System's payment instructions.

(b) Calculation of Fees. Franchisee shall report monthly Gross Sales to Franchisor by the 5th of the following month. If Franchisee fails to report monthly Gross Sales, then Franchisor may withdraw estimated Royalty Fees and Brand Fund Contributions equal to 125% of the last Gross Sales reported to Franchisor, and the parties will true-up the actual fees after Franchisee reports Gross Sales. Franchisee acknowledges that Franchisor has the right to remotely access Franchisee's point-of-sale system to calculate Gross Sales.

(c) Late Fees and Interest. If Franchisee does not make a payment on time, Franchisee shall pay a $100 "late fee" plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law).

(d) Insufficient Funds. Franchisor may charge $30 for any payment returned for insufficient funds (or, if such amount exceeds the maximum allowed by law, then the fee allowed by law).

(e) Costs of Collection. Franchisee shall repay any costs incurred by Franchisor (including reasonable attorney fees) in attempting to collect payments owed by Franchisee.

(f) Application. Franchisor may apply any payment received from Franchisee to any obligation and in any order as Franchisor may determine, regardless of any designation by Franchisee.

(g) Obligations Independent; No Set-Off. The obligations of Franchisee to pay to Franchisor any fees or amounts described in this Agreement are not dependent on Castle Rock Hormone Health Franchise System's performance and are independent covenants by Franchisee. Franchisee shall make all such payments without offset or deduction.

(h) Taxes. Franchisee will be responsible for all sales taxes, use taxes, and other taxes imposed on the fees payable by Franchisee to Franchisor or its affiliates and on services or goods furnished to Franchisee by Franchisor or its affiliates, unless the tax is an income tax assessed on Franchisor or its affiliates for doing business in the state where the Business is located.

ARTICLE 5. ASSISTANCE

5.1 Manual. Franchisor shall make its Manual available to Franchisee.

5.2 Assistance in Hiring Employees. Franchisor shall provide its suggested staffing levels to Franchisee. Franchisor shall provide suggested guidelines for hiring employees. All hiring decisions and conditions of employment are Franchisee's sole responsibility.

5.3 Assistance in Training Employees. Franchisor shall, to the extent it deems appropriate, provide programs for Franchisee to conduct training of new employees.

5.4 Pre-Opening Assistance.

(a) Selecting Location. Franchisor shall provide its criteria for Castle Rock Hormone Health locations to Franchisee. Franchisor will review and advise Franchisee regarding potential locations submitted by Franchisee.

(b) Pre-Opening Plans, Specifications, and Vendors. Within a reasonable period of time after the Effective Date, Franchisor shall provide Franchisee with (i) Castle Rock Hormone Health Franchise System's sample set of standard building plans and specifications and/or standard recommended floor plans; (ii) the applicable System Standards, (iii) other specifications as Franchisor deems appropriate (which may include specifications regarding inventory, supplies, materials, and other matters), and (iv) Castle Rock Hormone Health Franchise System's lists of Approved Vendors and/or Required Vendors.

(c) Business Plan Review. If requested by Franchisee, Franchisor shall review and advise on Franchisee's pre-opening business plan and financial projections. **Franchisee acknowledges that Franchisor accepts no responsibility for the performance of the Business.**

(d) Pre-Opening Training. Franchisor shall make available its standard pre-opening training to the Principal Executive and up to 2 other team members, at Castle Rock Hormone Health Franchise System's headquarters and/or at a Castle Rock Hormone Health business designated by Franchisor. Franchisor shall not charge any fee for this training. Franchisee is responsible for its own travel, lodging, meal, and other out-of-pocket expenses. Franchisor reserves the right to vary the length and content of the initial training program based on the experience and skill level of any individual attending the program.

(e) Market Introduction Plan. Franchisor shall advise Franchisee regarding the planning and execution of Franchisee's market introduction plan.

(f) On-Site Opening Assistance. Franchisor shall have a representative support Franchisee's business opening with 5 days of onsite opening training and assistance.

5.5 Post-Opening Assistance.

(a) Advice, Consulting, and Support. If Franchisee requests, Franchisor will provide advice to Franchisee (by telephone or electronic communication) regarding improving and developing Franchisee's business, and resolving operating problems Franchisee encounters, to the extent Franchisor deems reasonable. If Franchisor provides in-person support in response to Franchisee's request, Franchisor may charge its then-current fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support).

(b) Pricing. Upon request, Franchisor will provide recommended prices for products and services offered by franchisees of the System.

(c) Procedures. Franchisor will provide Franchisee with Castle Rock Hormone Health Franchise System's recommended administrative, bookkeeping, accounting, and inventory control procedures. Franchisor may make any such procedures part of required (and not merely recommended) System Standards.

(d) Marketing. Franchisor shall manage the Brand Fund.

(e) Internet. Franchisor shall maintain a website for Castle Rock Hormone Health, which will include Franchisee's location (or territory) and telephone number.

ARTICLE 6. LOCATION, DEVELOPMENT, AND OPENING

6.1 Determining Location and Territory. If the Location and Territory are not stated on the Summary Page:

(i) Franchisee shall find a potential Location within the Development Area described on the Summary Page. Franchisee shall submit its proposed Location to Franchisor for acceptance, with all related information Franchisor may request. If Franchisor does not accept the proposed Location in writing within 30 days, then it is deemed rejected.

(ii) When Franchisor accepts the Location, it will issue a Location Acceptance Letter in the form of Attachment 2 which states the Location and Territory. Franchisor shall determine the Territory in its sole discretion, substantially in accordance with Item 12 of the Franchise Disclosure Document. If Franchisor fails to state the Territory in writing within 60 days after Franchisee opens the Business to the public, the Territory will be deemed to be the lesser of (A) the zip code which includes the location of the franchised business and those zip codes which immediately surround the location of the franchised business where together they comprise a total 100,000 population, or (B) a two-mile radius from the location of the franchised business.

(iii) **Castle Rock Hormone Health Franchise System's advice regarding or acceptance of a site is not a representation or warranty that the Business will be successful, and Franchisor has no liability to Franchisee with respect to the location of the Business.**

6.2 Lease. In connection with any lease between Franchisee and the landlord of the Location: (i) if requested by Franchisor, Franchisee must submit the proposed lease to Franchisor for written approval, (ii) the term of the lease (including renewal terms) must be for a period of not less than the term of this Agreement, and (iii) Franchisee shall use commercially reasonable efforts to obtain the landlord's signature to a rider to the lease in the form required by Franchisor.

6.3 Development. Franchisee shall construct (or remodel) and finish the Location in conformity with Castle Rock Hormone Health Franchise System's System Standards. If required by Franchisor, Franchisee shall engage the services of an architect licensed in the jurisdiction of the Location. Franchisee shall not begin any construction or remodeling work without first obtaining Castle Rock Hormone Health Franchise System's approval of Franchisee's plans. Franchisor may, but is not required to, inspect Franchisee's construction or remodeling progress at any reasonable time. Franchisee shall not rely upon any information provided or opinions expressed by Franchisor or its representatives regarding any architectural, engineering, or legal matters (including without limitation the Americans With Disabilities Act) in the development and construction of the Business, and Franchisor assumes no liability with respect thereto. Castle Rock Hormone Health Franchise System's inspection and/or approval to open the Business is not a representation or a warranty that the Business has been constructed in accordance with any architectural, engineering, or legal standards.

6.4 New Franchisee Training. Franchisee's Principal Executive and principal team members must complete Castle Rock Hormone Health Franchise System's training program for new franchisees to Castle Rock Hormone Health Franchise System's satisfaction at least four weeks before opening the Business.

6.5 Conditions to Opening. Franchisee shall notify Franchisor at least 30 days before Franchisee intends to open the Business to the public. Before opening, Franchisee must satisfy all of the following conditions: (1) Franchisee is in compliance with this Agreement, (2) Franchisee has obtained all applicable governmental permits and authorizations, (3) the Business conforms to all applicable System Standards, (4) Franchisor has inspected and approved the Business, (5) Franchisee has hired sufficient employees, (6) Franchisee's officers and employees have completed all of Castle Rock Hormone Health Franchise System's required pre-opening training; and (7) Franchisor has given its written approval to open, which will not be unreasonably withheld.

6.6 Opening Date. Franchisee shall open the Business to the public on or before the date stated on the Summary Page.

ARTICLE 7. OPERATIONS

7.1 Compliance with Manual and System Standards. Franchisee shall at all times and at its own expense comply with all mandatory obligations contained in the Manual and with all other System Standards.

7.2 Compliance with Law. Franchisee and the Business shall comply with all laws and regulations. Franchisee and the Business shall obtain and keep in force all governmental permits and licenses necessary for the Business. All medical services provided at the Business must be delivered by or under the supervision of duly licensed healthcare providers in accordance with applicable laws and regulations. Franchisor does not control, direct, or interfere with the independent medical judgment of licensed healthcare providers or the provider-patient relationship. Franchisor may, however, establish system-wide clinical standards, protocols, and guidelines intended to promote consistency, safety, and quality across the System, and Franchisee and its personnel shall implement and adhere to such standards to the extent permitted by applicable law.

7.3 Products, Services, and Methods of Sale. Franchisee shall offer all products and services, and only those products and services, from time to time prescribed by Franchisor in the Manual or otherwise in writing. Franchisee shall make sales only to retail customers, and only at the Location. Unless otherwise approved or required by Franchisor, Franchisee shall not make sales by any other means, including without limitation by wholesale, by delivery, by mail order or over the internet, or at temporary or satellite locations. Franchisee shall provide all products and perform all services in a high-quality manner that meets or exceeds the customer's reasonable expectations and all applicable System Standards. Franchisee shall implement any guaranties, warranties, or similar commitments regarding products and/or services that Franchisor may require.

7.4 Prices. Franchisee acknowledges that the System Standards determined by Franchisor may include the minimum, maximum, and/or exact prices that franchisees may charge for products or services sold (except to the extent such authority is limited or prohibited by applicable law).

7.5 Personnel.

(a) Management. The Business must at all times be under the on-site supervision of the Principal Executive or a general manager who has completed Castle Rock Hormone Health Franchise System's training program.

(b) Service. Franchisee shall cause its personnel to render competent and courteous service to all customers and members of the public.

(c) Appearance. Franchisee shall cause its personnel to comply with any dress attire, uniform, personal appearance and hygiene standards set forth in the Manual.

(d) Qualifications. Franchisor may set minimum qualifications for categories of employees employed by Franchisee.

(e) Sole Responsibility. Franchisee is solely responsible for the terms and conditions of employment of all of its personnel, including recruiting, hiring, training, scheduling, supervising, compensation, and termination. Franchisee is solely responsible for all actions of its personnel. Franchisee and Franchisor are not joint employers, and no employee of Franchisee will be an agent or employee of Franchisor. Within seven days of Castle Rock Hormone Health Franchise System's request, Franchisee and each of its employees will sign an acknowledgment form stating that Franchisee alone (and not Franchisor) is the employee's sole employer. Franchisee will use its legal name on all documents with its employees and independent contractors, including, but not limited to, employment applications, time cards, pay checks, and employment and independent contractor agreements, and Franchisee will not use the Marks on any of these documents.

7.6 Post-Opening Training. Franchisor may at any time require that the Principal Executive and/or any other employees complete training programs, in any format and in any location determined by Franchisor. Franchisor may charge a fee for any training programs, which will not exceed $1,500 per day for provider-level training, $1,000 per day for management-level training, or $1,000 per day for front-line or staff-level training, plus travel and lodging expenses if applicable. Franchisor may require Franchisee to provide training programs to its employees. If a training program is held at a location which requires travel by the Principal Executive or any other employee, then Franchisee shall pay all travel, living and other expenses.

7.7 Software. Without limiting the generality of Section 7.1 or Section 8.1, Franchisee shall acquire and use all software and related systems required by Franchisor. Franchisee shall enter into any subscription and support agreements that Franchisor may require. Franchisee shall upgrade, update, or replace any software from time to time as Franchisor may require. Franchisee shall protect the confidentiality and security of all software systems, and Franchisee shall abide by any

System Standards related thereto. Franchisee shall give Franchisor unlimited access to Franchisee's point of sale system and other software systems used in the Business, by any means designated by Franchisor.

7.8 Customer Complaints. Franchisee shall use its best efforts to promptly resolve any customer complaints. Franchisor may take any action it deems appropriate to resolve a customer complaint regarding the Business, and Franchisor may require Franchisee to reimburse Franchisor for any expenses.

7.9 Evaluation and Compliance Programs. Franchisee shall participate at its own expense in programs required from time to time by Franchisor for obtaining customer evaluations, reviewing Franchisee's compliance with the System, and/or managing customer complaints, which may include (but are not limited to) a customer feedback system, customer survey programs, and mystery shopping. Franchisor shall share with Franchisee the results of these programs, as they pertain to the Business. Franchisee must meet or exceed any minimum score requirements set by Franchisor for such programs. Franchisor may set minimum scores that Franchisee must receive from the public on internet review sites (such as Yelp or Google).

7.10 Payment Systems. Franchisee shall accept payment from customers in any form or manner designated by Franchisor (which may include, for example, cash, specific credit and/or debit cards, gift cards, electronic fund transfer systems, and mobile payment systems). Franchisee shall purchase or lease all equipment and enter into all business relationships necessary to accept payments as required by Franchisor. Franchisee must at all times comply with payment card industry data security standards (PCI-DSS).

7.11 Gift Cards, Loyalty Programs, and Incentive Programs. At its own expense, Franchisee shall sell or otherwise issue gift cards, certificates, or other pre-paid systems, and participate in any customer loyalty programs, membership/subscription programs, or customer incentive programs, designated by Franchisor, in the manner specified by Franchisor in the Manual or otherwise in writing. Franchisee shall honor all valid gift cards and other pre-paid systems, regardless of whether issued by Franchisee or another Castle Rock Hormone Health business. Franchisee shall comply with all procedures and specifications of Franchisor related to gift cards, certificates, and other pre-paid systems, or related to customer loyalty, membership/subscription, or customer incentive programs.

7.12 Maintenance and Repair. Franchisee shall at all times keep the Business in a neat and clean condition, perform all appropriate maintenance, and keep all physical property in good repair. In addition, Franchisee shall promptly perform all work on the physical property of the Business as Franchisor may prescribe from time to time, including but not limited to periodic interior and exterior painting; resurfacing of the parking lot; roof repairs; and replacement of obsolete or worn out signage, floor coverings, furnishings, equipment and décor. Franchisee acknowledges that the System Standards may include requirements for cleaning, maintenance, and repair.

7.13 Remodeling. In addition to Franchisee's obligations to comply with all System Standards in effect from time to time, Franchisor may require Franchisee to undertake and complete a Remodel of the Location to Castle Rock Hormone Health Franchise System's satisfaction.

Franchisee must complete the Remodel in the time frame specified by Franchisor. Franchisor may require the Franchisee to submit plans for Castle Rock Hormone Health Franchise System's reasonable approval prior to commencing a required Remodel. Castle Rock Hormone Health Franchise System's right to require a Remodel is limited as follows: (i) the Remodel will not be required in the first two or last two years of the term (except that a Remodel may be required as a condition to renewal of the term or a Transfer), and (ii) a Remodel will not be required more than once every five years from the date on which Franchisee was required to complete the prior Remodel.

7.14 Meetings. The Principal Executive shall use reasonable efforts to attend all in-person meetings and remote meetings (such as telephone conference calls) that Franchisor requires, including any national or regional brand conventions. Franchisee shall not permit the Principal Executive to fail to attend more than three consecutive required meetings.

7.15 Insurance.

(a) Franchisee shall obtain and maintain insurance policies in the types and amounts as specified by Franchisor in the Manual. If not specified in the Manual, Franchisee shall maintain at least the following insurance coverage:

(i) "Special" causes of loss coverage forms, including fire and extended coverage, crime, vandalism, and malicious mischief, on all property of the Business, for full repair and replacement value (subject to a reasonable deductible);

(ii) Business interruption insurance covering at least 12 months of income;

(iii) Commercial General Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an "occurrence" policy form in an amount of not less than $1,000,000 single limit per occurrence and $2,000,000 aggregate limit;

(iv) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than $1,000,000; and

(v) Workers Compensation coverage as required by state law.

(b) Franchisee's policies (other than Workers Compensation) must (1) list Franchisor and its affiliates as an additional insured, (2) include a waiver of subrogation in favor of Franchisor and its affiliates, (3) be primary and non-contributing with any insurance carried by Franchisor or its affiliates, and (4) stipulate that Franchisor shall receive 30 days' prior written notice of cancellation.

(c) Franchisee shall provide Certificates of Insurance evidencing the required coverage to Franchisor prior to opening and upon annual renewal of the insurance coverage, as well as at any time upon request of Franchisor.

7.16 Payments to Third Parties. Franchisee shall pay all vendors and suppliers in a timely manner. Franchisee shall pay all taxes when due. If Franchisee borrows money, it shall comply with the terms of its loan and make all loan payments when due. If Franchisee leases the Location, Franchisee shall comply with its lease for the Location and make all rent payments when due.

7.17 Public Relations. Franchisee shall not make any public statements (including giving interviews or issuing press releases) regarding Castle Rock Hormone Health, the Business, or any particular incident or occurrence related to the Business, without Castle Rock Hormone Health Franchise System's prior written approval, which will not be unreasonably withheld.

7.18 Association with Causes. Franchisee shall not in the name of the Business (i) donate money, products, or services to any charitable, political, religious, or other organization, or (ii) act in support of any such organization, without Castle Rock Hormone Health Franchise System's prior written approval, which will not be unreasonably withheld.

7.19 No Other Activity Associated with the Business. Franchisee shall not engage in any business or other activity at the Location other than operation of the Castle Rock Hormone Health Business. Franchisee shall not use assets of the Business for any purpose other than the Business. If Franchisee is an entity, the entity shall not own or operate any other business except Castle Rock Hormone Health businesses.

7.20 No Third-Party Management. Franchisee shall not engage a third-party management company to manage or operate the Business without the prior written approval of Franchisor, which will not be unreasonably withheld.

7.21 Identification. Franchisee must identify itself as the independent owner of the Business in the manner prescribed by Franchisor. Franchisee must display at the Business signage prescribed by Franchisor identifying the Location as an independently owned franchise.

7.22 Business Practices. Franchisee, in all interactions with customers, employees, vendors, governmental authorities, and other third parties, shall be honest and fair. Franchisee shall comply with any code of ethics or statement of values from Franchisor. Franchisee shall not take any action which may injure the goodwill associated with the Marks.

ARTICLE 8. SUPPLIERS AND VENDORS

8.1 Generally. Franchisee shall acquire all Inputs required by Franchisor from time to time in accordance with System Standards. Franchisor may require Franchisee to purchase or lease any Inputs from Franchisor, Castle Rock Hormone Health Franchise System's designee, Required Vendors, Approved Vendors, and/or under Castle Rock Hormone Health Franchise System's specifications. Franchisor may change any such requirement or change the status of any vendor. To make such requirement or change effective, Franchisor shall issue the appropriate System Standards.

8.2 Alternate Vendor Approval. If Franchisor requires Franchisee to purchase a particular Input only from an Approved Vendor or Required Vendor, and Franchisee desires to purchase the Input from another vendor, then Franchisee must submit a written request for approval and any information, specifications and/or samples requested by Franchisor. Franchisor may condition its approval on such criteria as Franchisor deems appropriate, which may include evaluations of the vendor's capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. Franchisor will provide Franchisee with written notification of the approval or disapproval of any proposed new vendor within 30 days after receipt of Franchisee's request.

8.3 Alternate Input Approval. If Franchisor requires Franchisee to purchase a particular Input, and Franchisee desires to purchase an alternate to the Input, then Franchisee must submit a written request for approval and any information, specifications and/or samples requested by Franchisor. Franchisor will provide Franchisee with written notification of the approval or disapproval of any proposed alternate Input within 30 days after receipt of Franchisee's request.

8.4 Purchasing. Franchisor may negotiate prices and terms with vendors on behalf of the System. Franchisor may receive rebates, payments or other consideration from vendors in connection with purchases by franchisees. Franchisor has the right (but not the obligation) to collect payments from Franchisee on behalf of a vendor and remit the payments to the vendor and to impose a reasonable markup or charge for administering the payment program. Franchisor may implement a centralized purchasing system. Franchisor may establish a purchasing cooperative and require Franchisee to join and participate in the purchasing cooperative on such terms and conditions as Franchisor may determine.

8.5 No Liability of Franchisor. Franchisor shall not have any liability to Franchisee for any claim or loss related to any product provided or service performed by any Approved Vendor or Required Vendor, including without limitation defects, delays, or unavailability of products or services.

8.6 Product Recalls. If Franchisor or any vendor, supplier, or manufacturer of an item used or sold in Franchisee's Business issues a recall of such item or otherwise notifies Franchisee that such item is defective or dangerous, Franchisee shall immediately cease using or selling such item, and Franchisee shall at its own expense comply with all instructions from Franchisor or the vendor, supplier, or manufacturer of such item with respect to such item, including without limitation the recall, repair, and/or replacement of such item.

ARTICLE 9. MARKETING

9.1 Approval and Implementation. Franchisee shall not conduct any marketing, advertising, or public relations activities (including in-store marketing materials, websites, online advertising, social media marketing or presence, and sponsorships) that have not been approved by Franchisor. Franchisor may (but is not obligated to) operate all "social media" accounts on behalf of the System, or it may permit franchisees to operate one or more accounts. Franchisee must comply with any System Standards regarding marketing, advertising, and public relations, include any social media policy that Franchisor may prescribe. Franchisee shall implement any marketing plans or campaigns determined by Franchisor.

9.2 Use by Franchisor. Franchisor may use any marketing materials or campaigns developed by or on behalf of Franchisee, and Franchisee hereby grants an unlimited, perpetual, royalty-free license to Franchisor for such purpose.

9.3 Brand Fund. Franchisor may establish a Brand Fund to promote the System on a local, regional, national, and/or international level. If Franchisor has established a Brand Fund:

(a) Separate Account. Franchisor shall hold the Brand Fund Contributions from all franchisees in one or more bank accounts separate from Castle Rock Hormone Health Franchise System's other accounts.

(b) Use. Franchisor shall use the Brand Fund only for marketing, advertising, and public relations materials, programs and campaigns (including at local, regional, national, and/or international level), and related overhead. The foregoing includes such activities and expenses as Franchisor reasonably determines, and may include, without limitation: development and placement of advertising and promotions; sponsorships; contests and sweepstakes; development of décor, trade dress, Marks, and/or branding; development and maintenance of brand websites; social media; internet activities; e-commerce programs; search engine optimization; market research; public relations, media or agency costs; trade shows and other events; printing and mailing; and administrative and overhead expenses related to the Brand Fund (including the compensation of Castle Rock Hormone Health Franchise System's employees working on marketing and for accounting, bookkeeping, reporting, legal and other expenses related to the Brand Fund).

(c) Discretion. Franchisee agrees that expenditures from the Brand Fund need not be proportionate to contributions made by Franchisee or provide any direct or indirect benefit to Franchisee. The Brand Fund will be spent at Castle Rock Hormone Health Franchise System's sole discretion, and Franchisor has no fiduciary duty with regard to the Brand Fund.

(d) Contribution by Other Outlets. Franchisor is not obligated to (i) have all other Castle Rock Hormone Health businesses (whether owned by other franchisees or by Franchisor or its affiliates) contribute to the Brand Fund, or (ii) have other Castle Rock Hormone Health businesses that do contribute to the Brand Fund contribute the same amount or at the same rate as Franchisee.

(e) Surplus or Deficit. Franchisor may accumulate funds in the Brand Fund and carry the balance over to subsequent years. If the Brand Fund operates at a deficit or requires additional funds at any time, Franchisor may loan such funds to the Brand Fund on reasonable terms.

(f) Financial Statement. Franchisor will prepare an unaudited annual financial statement of the Brand Fund within 120 days of the close of Castle Rock Hormone Health Franchise System's fiscal year and will provide the financial statement to Franchisee upon request.

9.4 Market Cooperatives. Franchisor may establish market advertising and promotional cooperative funds ("Market Cooperative") in any geographical areas. If a Market Cooperative for the geographic area encompassing the Location has been established at the time Franchisee commences operations hereunder, Franchisee shall immediately become a member of such Market Cooperative. If a Market Cooperative for the geographic area encompassing the Location is established during the term of this Agreement, Franchisee shall become a member of such Market Cooperative within 30 days. Franchisor shall not require Franchisee to be a member of more than one Market Cooperative. If Franchisor establishes a Market Cooperative:

(a) Governance. Each Market Cooperative will be organized and governed in a form and manner, and shall commence operations on a date, determined by Franchisor. Franchisor may require the Market Cooperative to adopt bylaws or regulations prepared by Franchisor. Unless otherwise specified by Franchisor, the activities carried on by each Market Cooperative shall be decided by a majority vote of its members. Franchisor will be entitled to attend and participate in any meeting of a Market Cooperative. Any Castle Rock Hormone Health business owned by Franchisor in the Market Cooperative shall have the same voting rights as those owned by its franchisees. Each Business owner will be entitled to cast one vote for each Business owned, provided, however, that a franchisee shall not be entitled to vote if it is in default under its franchise agreement. If the members of a Market Cooperative are unable or fail to determine the manner in which Market Cooperative monies will be spent, Franchisor may assume this decision-making authority after 10 days' notice to the members of the Market Cooperative.

(b) Purpose. Each Market Cooperative shall be devoted exclusively to administering regional advertising and marketing programs and developing (subject to Castle Rock Hormone Health Franchise System's approval) standardized promotional materials for use by the members in local advertising and promotion.

(c) Approval. No advertising or promotional plans or materials may be used by a Market Cooperative or furnished to its members without the prior approval of Franchisor pursuant to Section 9.1. Franchisor may designate the national or regional advertising agencies used by the Market Cooperative.

(d) Funding. The majority vote of the Market Cooperative will determine the dues to be paid by members of the Market Cooperative, including Franchisee, but not less than 1% and not more than 5% of Gross Sales.

(e) Enforcement. Only Franchisor will have the right to enforce the obligations of franchisees who are members of a Market Cooperative to contribute to the Market Cooperative.

(f) Termination. Franchisor may terminate any Market Cooperative. Any funds left in a Market Cooperative upon termination will be transferred to the Brand Fund.

9.5 Required Spending. Each month, Franchisee shall spend the greater of (i) $5,000 per month or (ii) an amount equal to 5% of Franchisee's Gross Sales from the prior month on marketing the Business. Upon request of Franchisor, Franchisee shall furnish proof of its compliance with this Section. Franchisor has the sole discretion to determine what activities constitute "marketing" under this Section. Franchisor may, in its discretion, determine that if Franchisee contributes to a Market Cooperative, the amount of the contribution will be counted towards Franchisee's required spending under this Section.

9.6 Market Introduction Plan. Franchisee must develop a market introduction plan and obtain Castle Rock Hormone Health Franchise System's approval of the market introduction plan at least 30 days before the projected opening date of the Business.

ARTICLE 10. RECORDS AND REPORTS

10.1 Systems. Franchisee shall use such customer data management, sales data management, administrative, bookkeeping, accounting, and inventory control procedures and systems as Franchisor may specify in the Manual or otherwise in writing.

10.2 Reports.

(a) Financial Reports. Franchisee shall provide such periodic financial reports as Franchisor may require in the Manual or otherwise in writing, including:

(i) a monthly profit and loss statement and balance sheet for the Business within 30 days after the end of each calendar month;

(ii) an annual financial statement (including profit and loss statement, cash flow statement, and balance sheet) for the Business within 90 days after the end of Castle Rock Hormone Health Franchise System's fiscal year; and

(iii) any information Franchisor requests in order to prepare a financial performance representation for Castle Rock Hormone Health Franchise System's franchise disclosure document.

(b) Legal Actions and Investigations. Franchisee shall promptly notify Franchisor of any Action or threatened Action by any customer, governmental authority, or other third party against Franchisee or the Business, or otherwise involving the Franchisee or the Business. Franchisee shall provide such documents and information related to any such Action as Franchisor may request.

(c) Government Inspections. Franchisee shall give Franchisor copies of all inspection reports, warnings, certificates, and ratings issued by any governmental entity with respect to the Business, within three days of Franchisee's receipt thereof.

(d) Other Information. Franchisee shall submit to Franchisor such other financial statements, budgets, forecasts, reports, records, copies of contracts, documents related to litigation, tax returns, copies of governmental permits, and other documents and information related to the Business as specified in the Manual or that Franchisor may reasonably request.

10.3 Initial Investment Report. Within 120 days after opening for business, Franchisee shall submit to Franchisor a report detailing Franchisee's investment costs to develop and open the Business, with costs allocated to the categories described in Item 7 of Castle Rock Hormone Health Franchise System's Franchise Disclosure Document and with such other information as Franchisor may request.

10.4 Business Records. Franchisee shall keep complete and accurate books and records reflecting all expenditures and receipts of the Business, with supporting documents (including, but not limited to, payroll records, payroll tax returns, register receipts, production reports, sales invoices, bank statements, deposit receipts, cancelled checks and paid invoices) for at least three years. Franchisee shall keep such other business records as Franchisor may specify in the Manual or otherwise in writing.

10.5 Records Audit. Franchisor may examine and audit all books and records related to the Business, and supporting documentation, at any reasonable time. Franchisor may conduct the audit at the Location and/or require Franchisee to deliver copies of books, records and supporting documentation to a location designated by Franchisor. Franchisee shall also reimburse Franchisor for all costs and expenses of the examination or audit if (i) Franchisor conducted the audit because Franchisee failed to submit required reports or was otherwise not in compliance with the System, or (ii) the audit reveals that Franchisee understated Gross Sales by 3% or more for any 4-week period.

ARTICLE 11. FRANCHISOR RIGHTS

11.1 Manual; Modification. The Manual, and any part of the Manual, may be in any form or media determined by Franchisor. Franchisor may supplement, revise, or modify the Manual, and Franchisor may change, add or delete System Standards at any time in its discretion. Franchisor may inform Franchisee thereof by any method that Franchisor deems appropriate (which need not qualify as "notice" under Section 18.9). In the event of any dispute as to the contents of the Manual, Castle Rock Hormone Health Franchise System's master copy will control.

11.2 Inspections. Franchisor may enter the premises of the Business from time to time during normal business hours and conduct an inspection. Franchisee shall cooperate with Castle Rock Hormone Health Franchise System's inspectors. The inspection may include, but is not limited to, observing operations, conducting a physical inventory, evaluating physical conditions, monitoring sales activity, speaking with employees and customers, and removing samples of products, supplies and materials. Franchisor may videotape and/or take photographs of the inspection and the Business. Franchisor may set a minimum score requirement for inspections, and Franchisee's failure to meet or exceed the minimum score will be a default under this Agreement. Without limiting Castle Rock Hormone Health Franchise System's other rights under this Agreement, Franchisee will, as soon as reasonably practical, correct any deficiencies noted during an inspection. If Franchisor conducts an inspection because of a governmental report, customer complaint or other customer feedback, or a default or non-compliance with any System Standard by Franchisee (including following up a previous failed inspection), then Franchisor may charge all out-of-pocket expenses plus its then-current inspection fee to Franchisee.

11.3 Castle Rock Hormone Health Franchise System's Right to Cure. If Franchisee breaches or defaults under any provision of this Agreement, Franchisor may (but has no obligation to) take any action to cure the default on behalf of Franchisee, without any liability to Franchisee. Franchisee shall reimburse Franchisor for its costs and expenses (including the allocation of any internal costs) for such action, plus 10% as an administrative fee.

11.4 Right to Discontinue Supplies Upon Default. While Franchisee is in default or breach of this Agreement, Franchisor may (i) require that Franchisee pay cash on delivery for products or services supplied by Franchisor, (ii) stop selling or providing any products and services to Franchisee, and/or (iii) request any third-party vendors to not sell or provide products or services to Franchisee. No such action by Franchisor shall be a breach or constructive termination of this Agreement, change in competitive circumstances or similarly characterized, and Franchisee shall not be relieved of any obligations under this Agreement because of any such action. Such rights of Franchisor are in addition to any other right or remedy available to Franchisor.

11.5 Business Data. All customer data and other non-public data generated by the Business is Confidential Information and is exclusively owned by Franchisor. Franchisor hereby licenses such data back to Franchisee without charge solely for Franchisee's use in connection with the Business for the term of this Agreement.

11.6 Innovations. Franchisee shall disclose to Franchisor all ideas, plans, improvements, concepts, methods and techniques relating to the Business (collectively, "Innovations") conceived or developed by Franchisee, its employees, agents or contractors. Franchisor will automatically own all Innovations, and it will have the right to use and incorporate any Innovations into the System, without any compensation to Franchisee. Franchisee shall execute any documents reasonably requested by Franchisor to document Castle Rock Hormone Health Franchise System's ownership of Innovations.

11.7 Communication Systems. If Franchisor provides email accounts and/or other communication systems to Franchisee, then Franchisee acknowledges that it has no expectation of privacy in the assigned email accounts and other communications systems, and Franchisee authorizes Franchisor to access such communications.

11.8 Delegation. Franchisor may delegate any duty or obligation of Franchisor under this Agreement to an affiliate or to a third party.

11.9 System Variations. Franchisor may vary or waive any System Standard for any one or more Castle Rock Hormone Health franchises due to the peculiarities of the particular site or circumstances, density of population, business potential, population of trade area, existing business practices, applicable laws or regulations, or any other condition relevant to the performance of a franchise or group of franchises. Franchisee is not entitled to the same variation or waiver.

11.10 Temporary Public Safety Closure. If Franchisor discovers or becomes aware of any aspect of the Business which, in Castle Rock Hormone Health Franchise System's opinion, constitutes an imminent danger to the health or safety of any person, then immediately upon Castle Rock Hormone Health Franchise System's order, Franchisee must temporarily cease operations of the Business and remedy the dangerous condition. Franchisor shall have no liability to Franchisee or any other person for action or failure to act with respect to a dangerous condition.

ARTICLE 12. MARKS

12.1 Authorized Marks. Franchisee shall use no trademarks, service marks or logos in connection with the Business other than the Marks. Franchisee shall use all Marks specified by Franchisor, and only in the manner as Franchisor may require. Franchisee has no rights in the Marks other than the right to use them in the operation of the Business in compliance with this Agreement. All use of the Marks by Franchisee and any goodwill associated with the Marks, including any goodwill arising due to Franchisee's operation of the Business, will inure to the exclusive benefit of Franchisor.

12.2 Change of Marks. Franchisor may add, modify, or discontinue any Marks to be used under the System. Within a reasonable time after Franchisor makes any such change, Franchisee must comply with the change, at Franchisee's expense.

12.3 Infringement.

(a) Defense of Franchisee. If Franchisee has used the Marks in accordance with this Agreement, then (i) Franchisor shall defend Franchisee (at Castle Rock Hormone Health Franchise System's expense) against any Action by a third-party alleging infringement by Franchisee's use of a Mark, and (ii) Franchisor will indemnify Franchisee for expenses and damages if the Action is resolved unfavorably to Franchisee.

(b) Infringement by Third Party. Franchisee shall promptly notify Franchisor if Franchisee becomes aware of any possible infringement of a Mark by a third party. Franchisor may, in its sole discretion, commence or join any claim against the infringing party.

(c) Control. Franchisor shall have the exclusive right to control any prosecution or defense of any Action related to possible infringement of or by the Marks.

12.4 Name. If Franchisee is an entity, it shall not use the words "Castle Rock Hormone Health" or any confusingly similar words in its legal name.

ARTICLE 13. COVENANTS

13.1 Confidential Information. With respect to all Confidential Information, Franchisee shall (a) adhere to all procedures prescribed by Franchisor for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the Business; (c) not use any such information in any other business or in any manner not specifically authorized in writing by Franchisor, (d) exercise the highest degree of diligence and effort to maintain the confidentiality of all such information during and after the term of this Agreement, (e) not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or use of Confidential Information. Franchisee acknowledges that all Confidential Information is owned by Franchisor (except for Confidential Information which Franchisor licenses from another person or entity). This Section will survive the termination or expiration of this Agreement indefinitely.

13.2 Covenants Not to Compete.

(a) Restriction – In Term. During the term of this Agreement, neither Franchisee, any Owner, nor any spouse of an Owner (the "Restricted Parties") shall directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor.

(b) Restriction – Post Term. For two years after this Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer), no Restricted Party shall directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor within five miles of Franchisee's Territory or the territory of any other Castle Rock Hormone Health business operating on the date of termination or transfer, as applicable. If this Agreement is terminated before the Territory is determined, then the area of non-competition will the Development Area and the territory of any other Castle Rock Hormone Health business operating on the date of termination.

(c) Interpretation. The parties agree that each of the foregoing covenants is independent of any other covenant or provision of this Agreement. If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any arbitrator or court, then the parties intend that the arbitrator or court modify such restriction to the extent reasonably necessary to protect the legitimate business interests of Franchisor. Franchisee agrees that the existence of any claim it may have against Franchisor shall not constitute a defense to the enforcement by Franchisor of the covenants of this Section. If a Restricted Party fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

13.3 General Manager and Key Employees. If requested by Franchisor, Franchisee will cause its general manager and other key employees to sign Castle Rock Hormone Health Franchise System's then-current form of confidentiality and non-compete agreement (unless prohibited by applicable law).

ARTICLE 14. DEFAULT AND TERMINATION

14.1 Termination by Franchisee. Franchisee may terminate this Agreement only if Franchisor violates a material provision of this Agreement and fails to cure or to make substantial progress toward curing the violation within 30 days after receiving written notice from Franchisee detailing the alleged default. Termination by Franchisee is effective 10 days after Franchisor receives written notice of termination.

14.2 Termination by Franchisor.

(a) Subject to 10-Day Cure Period. Franchisor may terminate this Agreement if Franchisee does not make any payment to Franchisor when due, or if Franchisee does not have sufficient funds in its account when Franchisor attempts an electronic funds withdrawal, and Franchisee fails to cure such non-payment within 10 days after Franchisor gives notice to Franchisee of such breach.

(b) Subject to 30-Day Cure Period. If Franchisee breaches this Agreement in any manner not described in subsection (a) or (c), and Franchisee fails to cure such breach to Castle Rock Hormone Health Franchise System's satisfaction within 30 days after Franchisor gives notice to Franchisee of such breach, then Franchisor may terminate this Agreement.

(c) Without Cure Period. Franchisor may terminate this Agreement by giving notice to Franchisee, without opportunity to cure, if any of the following occur:

(i) Franchisee misrepresented or omitted material facts when applying to be a franchisee, or breaches any representation in this Agreement;

(ii) Franchisee knowingly submits any false report or knowingly provides any other false information to Franchisor;

(iii) a receiver or trustee for the Business or all or substantially all of Franchisee's property is appointed by any court, or Franchisee makes a general assignment for the benefit of Franchisee's creditors, or Franchisee is unable to pay its debts as they become due, or a levy or execution is made against the Business, or an attachment or lien remains on the Business for 30 days unless the attachment or lien is being duly contested in good faith by Franchisee, or a petition in bankruptcy is filed by Franchisee, or such a petition is filed against or consented to by Franchisee and the petition is not dismissed within 45 days, or Franchisee is adjudicated as bankrupt;

(iv) Franchisee fails to open for business by the date specified on the Summary Page;

(v) Franchisee loses possession of the Location;

(vi) Franchisee or any Owner commits a material violation of Section 7.2 (compliance with laws) or Section 13.1 (confidentiality), violates Section 13.2 (non-compete) or Article 15 (transfer), or commits any other violation of this Agreement which by its nature cannot be cured;

(vii) Franchisee abandons or ceases operation of the Business for more than five consecutive days;

(viii) Franchisee or any Owner slanders or libels Franchisor or any of its employees, directors, or officers;

(ix) Franchisee refuses to cooperate with or permit any audit or inspection by Franchisor or its agents or contractors, or otherwise fails to comply with Section 10.5 or Section 11.2;

(x) the Business is operated in a manner which, in Castle Rock Hormone Health Franchise System's reasonable judgment, constitutes a significant danger to the health or safety of any person, and Franchisee fails to cure such danger within 48 hours after becoming aware of the danger (due to notice from Franchisor or otherwise);

(xi) Franchisee has received two or more notices of default and Franchisee commits another breach of this Agreement, all in the same 12-month period;

(xii) Franchisor (or any affiliate) terminates any other agreement with Franchisee (or any affiliate) due to the breach of such other agreement by Franchisee (or its affiliate) (provided that termination of a Multi-Unit Development Agreement with Franchisee or its affiliate shall not give Franchisor the right to terminate this Agreement);

(xiii) Franchisee or any Owner is charged with, pleads guilty or no-contest to, or is convicted of a felony; or

(xiv) Franchisee or any Owner is accused by any governmental authority or third party of any act, or if Franchisee or any Owner commits any act or series of acts, that in Castle Rock Hormone Health Franchise System's opinion is reasonably likely to materially and unfavorably affect the Castle Rock Hormone Health brand.

14.3 Effect of Termination. Upon termination or expiration of this Agreement, all obligations that by their terms or by reasonable implication survive termination, including those pertaining to non-competition, confidentiality, indemnity, and dispute resolution, will remain in effect, and Franchisee must immediately:

(i) pay all amounts owed to Franchisor based on the operation of the Business through the effective date of termination or expiration;

(ii) return to Franchisor all copies of the Manual, Confidential Information and any and all other materials provided by Franchisor to Franchisee or created by a third party for Franchisee relating to the operation of the Business, and all items containing any Marks, copyrights, and other proprietary items; and delete all Confidential Information and proprietary materials from electronic devices;

(iii) notify the telephone, internet, email, electronic network, directory, and listing entities of the termination or expiration of Franchisee's right to use any numbers, addresses, domain names, locators, directories and listings associated with any of the Marks, and authorize their transfer to Franchisor or any new franchisee as may be directed by Franchisor, and Franchisee hereby irrevocably appoints Franchisor, with full power of substitution, as its true and lawful attorney-in-fact, which appointment is coupled with an interest; to execute such directions and authorizations as may be necessary or appropriate to accomplish the foregoing; and

(iv) cease doing business under any of the Marks.

14.4 Remove Identification. Within 30 days after termination or expiration, Franchisee shall at its own expense "de-identify" the Location so that it no longer contains the Marks, signage, or any trade dress of a Castle Rock Hormone Health business, to the reasonable satisfaction of Franchisor. Franchisee shall comply with any reasonable instructions and procedures of Franchisor for de-identification. If Franchisee fails to do so within 30 days after this Agreement expires or is terminated, Franchisor may enter the Location to remove the Marks and de-identify the Location. In this event, Franchisor will not be charged with trespass nor be accountable or required to pay for any assets removed or altered, or for any damage caused by Franchisor.

14.5 Liquidated Damages. If Franchisor terminates this Agreement based upon Franchisee's default (or if Franchisee purports to terminate this Agreement except as permitted under Section 14.1), then within 10 days thereafter Franchisee shall pay to Franchisor a lump sum (as liquidated damages and not as a penalty) calculated as follows: (x) the average Royalty Fees and Brand Fund Contributions that Franchisee owed to Franchisor under this Agreement for the 12-month period preceding the date on which Franchisee ceased operating the Business; multiplied by (y) the lesser of (1) 24 or (2) the number of months remaining in the then-current term of this Agreement. If Franchisee had not operated the Business for at least 12 months, then (x) will equal the average Royalty Fees and Brand Fund Contributions that Franchisee owed to Franchisor during the period that Franchisee operated the Business. The "average Royalty Fees and Brand Fund Contributions that Franchisee owed to Franchisor" shall not be discounted or adjusted due to any deferred or reduced Royalty Fees and Brand Fund Contributions set forth in an addendum to this Agreement, unless this Section 14.5 is specifically amended in such addendum. Franchisee acknowledges that a precise calculation of the full extent of Castle Rock Hormone Health Franchise System's damages under these circumstances is difficult to determine and the method of calculation of such damages as set forth in this Section is reasonable. Franchisee's payment to Franchisor under this Section will be in lieu of any direct monetary damages that Franchisor may incur as a result of Castle Rock Hormone Health Franchise System's loss of Royalty Fees and Brand Fund Contributions that would have been owed to Franchisor after the date of termination; however, such payment shall be in addition to all damages and other amounts arising under Section 14.3 and Section 14.4, Castle Rock Hormone Health Franchise System's right to injunctive relief for enforcement of Article 13, and any attorneys' fees and other costs and expenses to which Franchisor is entitled under this Agreement. Except as provided in this Section, Franchisee's payment of this lump sum shall be in addition to any other right or remedy that Franchisor may have under this Agreement or otherwise.

14.6 Purchase Option. When this Agreement expires or is terminated, Franchisor will have the right (but not the obligation) to purchase any or all of the assets related to the Business, and/or to require Franchisee to assign its lease or sublease to Franchisor. To exercise this option, Franchisor must notify Franchisee no later than 30 days after this Agreement expires or is terminated. The purchase price for all assets that Franchisor elects to purchase will be the lower of (i) the book value of such assets as declared on Franchisee's last filed tax returns or (ii) the fair market value of the assets. If the parties cannot agree on fair market value within 30 days after the exercise notice, the fair market value will be determined by an independent appraiser reasonably acceptable to both parties. The parties will equally share the cost of the appraisal. Castle Rock Hormone Health Franchise System's purchase will be of assets only (free and clear of all liens), and the purchase will not include any liabilities of Franchisee. The purchase price for assets will not include any factor or increment for any trademark or other commercial symbol used in the business, the value of any intangible assets, or any goodwill or "going concern" value for the Business. Franchisor may withdraw its exercise of the purchase option at any time before it pays for the assets. Franchisee will sign a bill of sale for the purchased assets and any other transfer documents reasonably requested by Franchisor. If Franchisor exercises the purchase option, Franchisor may deduct from the purchase price: (a) all amounts due from Franchisee; (b) Franchisee's portion of the cost of any appraisal conducted hereunder; and (c) amounts paid or to be paid by Franchisor to cure defaults under Franchisee's lease and/or amounts owed by Franchisee to third parties. If any of the assets are subject to a lien, Franchisor may pay a portion of the purchase price directly to the lienholder to pay off such lien. Franchisor may withhold 25% of the purchase price for 90 days to ensure that all of Franchisee's taxes and other liabilities are paid. Franchisor may assign this purchase option to another party.

ARTICLE 15. TRANSFERS

15.1 By Franchisor. Franchisor may transfer or assign this Agreement, or any of its rights or obligations under this Agreement, to any person or entity, and Franchisor may undergo a change in ownership and/or control, without the consent of Franchisee.

15.2 By Franchisee. Franchisee acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee and that Franchisor entered into this Agreement in reliance on Franchisee's business skill, financial capacity, personal character, experience, and business ability. Accordingly, Franchisee shall not conduct or undergo a Transfer without providing

Franchisor at least 60 days prior notice of the proposed Transfer, and without obtaining Castle Rock Hormone Health Franchise System's consent. In granting any such consent, Franchisor may impose conditions, including, without limitation, the following:

(i) Franchisor receives a transfer fee equal to $15,000 plus any broker fees and other out-of-pocket costs incurred by Franchisor;

(ii) the proposed assignee and its owners have completed Castle Rock Hormone Health Franchise System's franchise application processes, meet Castle Rock Hormone Health Franchise System's then-applicable standards for new franchisees, and have been approved by Franchisor as franchisees;

(iii) the proposed assignee is not a Competitor;

(iv) the proposed assignee executes Castle Rock Hormone Health Franchise System's then-current form of franchise agreement and any related documents, which form may contain materially different provisions than this Agreement (provided, however, that the proposed assignee will not be required to pay an initial franchise fee);

(v) all owners of the proposed assignee provide a guaranty in accordance with Section 2.5;

(vi) Franchisee has paid all monetary obligations to Franchisor and its affiliates, and to any lessor, vendor, supplier, or lender to the Business, and Franchisee is not otherwise in default or breach of this Agreement or of any other obligation owed to Franchisor or its affiliates;

(vii) the proposed assignee and its owners and employees undergo such training as Franchisor may require;

(viii) Franchisee, its Owners, and the transferee and its owners execute a general release of Franchisor in a form satisfactory to Franchisor; and

(ix) the Business fully complies with all of Castle Rock Hormone Health Franchise System's most recent System Standards.

15.3 Transfer for Convenience of Ownership. If Franchisee is an individual, Franchisee may Transfer this Agreement to a corporation or limited liability company formed for the convenience of ownership after at least 15 days' notice to Franchisor, if, prior to the Transfer: (1) the transferee provides the information required by Section 2.3; (2) Franchisee provides copies of the entity's charter documents, by-laws (or operating agreement) and similar documents, if requested by Franchisor, (3) Franchisee owns all voting securities of the corporation or limited liability company, and (4) Franchisee provides a guaranty in accordance with Section 2.5.

15.4 Transfer upon Death or Incapacity. Upon the death or incapacity of Franchisee (or, if Franchisee is an entity, the Owner with the largest ownership interest in Franchisee), the executor, administrator, or personal representative of that person must Transfer the Business to a third party approved by Franchisor (or to another person who was an Owner at the time of death or incapacity of the largest Owner) within nine months after death or incapacity. Such transfer must comply with Section 15.2.

15.5 Castle Rock Hormone Health Franchise System's Right of First Refusal. Before Franchisee (or any Owner) engages in a Transfer (except under Section 15.3, to a co-Owner, or to a spouse, sibling, or child of an Owner), Franchisor will have a right of first refusal, as set forth in this Section. Franchisee (or its Owners) shall provide to Franchisor a copy of the terms and conditions of any Transfer. For a period of 30 days from the date of Castle Rock Hormone Health Franchise System's receipt of such copy, Franchisor will have the right, exercisable by notice to Franchisee, to purchase the assets subject of the proposed Transfer for the same price and on the same terms and conditions (except that Franchisor may substitute cash for any other form of payment). If Franchisor does not exercise its right of first refusal, Franchisee may proceed with the Transfer, subject to the other terms and conditions of this Article.

15.6 No Sublicense. Franchisee has no right to sublicense the Marks or any of Franchisee's rights under this Agreement.

15.7 No Lien on Agreement. Franchisee shall not grant a security interest in this Agreement to any person or entity. If Franchisee grants an "all assets" security interest to any lender or other secured party, Franchisee shall cause the secured party to expressly exempt this Agreement from the security interest.

ARTICLE 16. INDEMNITY

16.1 Indemnity. Franchisee shall indemnify and defend (with counsel reasonably acceptable to Franchisor) Franchisor, its parent entities, subsidiaries and affiliates, and their respective owners, directors, officers, employees, agents, successors and assignees (collectively, "Indemnitees") against all Losses in any Action by or against Franchisor and/or any Indemnitee directly or indirectly related to, or alleged to arise out of, the operation of the Business. Notwithstanding the foregoing, Franchisee shall not be obligated to indemnify an Indemnitee from Actions arising as a result of any Indemnitee's intentional misconduct or negligence. Any delay or failure by an Indemnitee to notify Franchisee of an Action shall not relieve Franchisee of its indemnity obligation except to the extent (if any) that such delay or failure materially prejudices Franchisee. Franchisee shall not settle an Action without the consent of the Indemnitee. This indemnity will continue in effect after this Agreement ends.

16.2 Assumption. An Indemnitee may elect to assume the defense of any Action subject to this indemnification, and control all aspects of defending the Action, including negotiations and settlement, at Franchisee's expense. Such an undertaking shall not diminish Franchisee's obligation to indemnify the Indemnitees.

ARTICLE 17. DISPUTE RESOLUTION

17.1 Arbitration.

(a) Disputes Subject to Arbitration. Except as expressly provided in subsection (c) and (d), any controversy or claim between the parties (including any controversy or claim arising out of or relating to this Agreement or its formation and including any question of arbitrability) shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

(b) Location. The place of arbitration shall be the city and state where Castle Rock Hormone Health Franchise System's headquarters are located.

(c) Injunctive Relief. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy or right to arbitrate under this Agreement, seek from any court having jurisdiction any interim or provisional injunctive relief.

(d) Intellectual Property Claims. Either party may bring a claim involving an alleged infringement of any of Castle Rock Hormone Health Franchise System's intellectual property rights in a court authorized to hear such claims under Section 17.5 of this Agreement.

(e) Confidentiality. All documents, information, and results pertaining to any arbitration or lawsuit will be confidential, except as required by law or as required for Franchisor to comply with laws and regulations applicable to the sale of franchises.

(f) Performance During Arbitration or Litigation. Unless this Agreement has been terminated, Franchisor and Franchisee will comply with this Agreement and perform their respective obligations under this Agreement during the arbitration or litigation process.

17.2 Damages. In any controversy or claim arising out of or relating to this Agreement, each party waives any right to punitive or other monetary damages not measured by the prevailing party's actual damages, except damages expressly authorized by federal statute and damages expressly authorized by this Agreement.

17.3 Waiver of Class Actions. The parties agree that any claims will be arbitrated, litigated, or otherwise resolved on an individual basis, and waive any right to act on a class-wide basis.

17.4 Time Limitation. Any arbitration or other legal action arising from or related to this Agreement must be instituted within two years from the date such party discovers the conduct or event that forms the basis of the arbitration or other legal action. The foregoing time limit does not apply to claims (i) by one party related to non-payment under this Agreement by the other party, (ii) for indemnity under Article 16, or (iii) related to unauthorized use of Confidential Information or the Marks.

17.5 Venue Other Than Arbitration. For any legal proceeding not required to be submitted to arbitration, the parties agree that any such legal proceeding will be brought in the United States District Court where Castle Rock Hormone Health Franchise System's headquarters is then located. If there is no federal jurisdiction over the dispute, the parties agree that any such legal proceeding will be brought in the court of record of the state and county where Castle Rock Hormone Health Franchise System's headquarters is then located. Each party consents to the jurisdiction of such courts and waives any objection that it, he or she may have to the laying of venue of any proceeding in any of these courts.

17.6 Legal Costs. In any legal proceeding (including arbitration) related to this Agreement or any guaranty, the non-prevailing party shall pay the prevailing party's attorney fees, costs and other expenses of the legal proceeding. "Prevailing party" means the party, if any, which prevailed upon the central litigated issues and obtained substantial relief.

ARTICLE 18. MISCELLANEOUS

18.1 Relationship of the Parties. The parties are independent contractors, and neither is the agent, partner, joint venturer, or employee of the other. Franchisor is not a fiduciary of Franchisee. Franchisor does not control or have the right to control Franchisee or its Business. Any required specifications and standards in this Agreement and in the System Standards exist to protect Castle Rock Hormone Health Franchise System's interest in the System and the Marks, and the goodwill established in them, and not for the purpose of establishing any control, or duty to take control, over the Business. Franchisor has no liability for Franchisee's obligations to any third party whatsoever.

18.2 No Third-Party Beneficiaries. This Agreement does not confer any rights or remedies upon any person or entity other than Franchisee, Franchisor, and Castle Rock Hormone Health Franchise System's affiliates.

18.3 Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and representations. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made by Franchisor in its franchise disclosure document.

18.4 Modification. No modification or amendment of this Agreement will be effective unless it is in writing and signed by both parties. This provision does not limit Castle Rock Hormone Health Franchise System's rights to modify the Manual or System Standards.

18.5 Consent; Waiver. No consent under this Agreement, and no waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the consent or waiver. No waiver by a party of any right will affect the party's rights as to any subsequent exercise of that right or any other right. No delay, forbearance or omission by a party to exercise any right will constitute a waiver of such right.

18.6 Cumulative Remedies. Rights and remedies under this Agreement are cumulative. No enforcement of a right or remedy precludes the enforcement of any other right or remedy.

18.7 Severability. The parties intend that (i) if any provision of this Agreement is held by an arbitrator or court to be unenforceable, then that provision be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded, and (ii) if an unenforceable provision is modified or disregarded, then the rest of this Agreement will remain in effect as written.

18.8 Governing Law. The laws of the state of Colorado (without giving effect to its principles of conflicts of law) govern all adversarial proceedings between the parties. The parties agree that any Colorado law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 18.8.

18.9 Notices. Any notice will be effective under this Agreement only if made in writing and delivered as set forth in this Section to: (A) if to Franchisee, addressed to Franchisee at the notice address set forth in the Summary Page; and (B) if to Franchisor, addressed to 509 Wilcox St. Ste. 200, Castle Rock, CO 80104. Any party may designate a new address for notices by giving notice of the new address pursuant to this Section. Notices will be effective upon receipt (or first rejection) and must be: (1) delivered personally; (2) sent by registered or certified U.S. mail with return receipt requested; or (3) sent via overnight courier. Notwithstanding the foregoing, Franchisor may amend the Manual, give binding notice of changes to System Standards, and deliver notices of default by electronic mail or other electronic communication.

18.10 Holdover. If Franchisee continues operating the Business after the expiration of the term without a renewal agreement or successor franchise agreement executed by the parties in accordance with Section 3.2, then at any time (regardless of any course of dealing by the parties), Franchisor may by giving written notice to Franchisee (the "Holdover Notice") either (i) require Franchisee to cease operating the Business and comply with all post-closing obligations effective immediately upon giving notice or effective on such other date as Franchisor specifies, or (ii) bind Franchisee to a renewal term of 5 years, and deem Franchisee and its Owners to have made the general release of liability described in Section 3.2(vi).

18.11 Joint and Several Liability. If two or more people sign this Agreement as "Franchisee", each will have joint and several liability.

18.12 No Offer and Acceptance. Delivery of a draft of this Agreement to Franchisee by Franchisor does not constitute an offer. This Agreement shall not be effective unless and until it is executed by both Franchisee and Franchisor.

ARTICLE 19. CERTIFICATION OF FRANCHISOR'S COMPLIANCE

By signing this Agreement, Franchisee acknowledges the following:

(1) Franchisee understands all the information in Castle Rock Hormone Health Franchise System's Disclosure Document.

(2) Franchisee understands the success or failure of the Business will depend in large part upon Franchisee's skills, abilities and efforts and those of the persons Franchisee employs, as well as many factors beyond Franchisee's control such as weather, competition, interest rates, the economy, inflation, labor and supply costs, lease terms, and the marketplace.

(3) That no person acting on Castle Rock Hormone Health Franchise System's behalf made any statement or promise regarding the costs involved in operating a Castle

Rock Hormone Health franchise that is not in the Disclosure Document or that is contrary to, or different from, the information in the Disclosure Document.

(4) That no person acting on Castle Rock Hormone Health Franchise System's behalf made any claim or representation to Franchisee, orally, visually, or in writing, that contradicted the information in the Disclosure Document.

(5) That no person acting on Castle Rock Hormone Health Franchise System's behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money Franchisee may earn, or the total amount of revenue a Castle Rock Hormone Health franchise will generate, that is not in the Disclosure Document or that is contrary to, or different from, the information in the Disclosure Document.

(6) That no person acting on Castle Rock Hormone Health Franchise System's behalf made any statement or promise or agreement, other than those matters addressed in this Agreement, concerning advertising, marketing, media support, market penetration, training, support service, or assistance that is contrary to, or different from, the information contained in the Disclosure Document.

(7) Franchisee understands that this Agreement contains the entire agreement between Franchisor and Franchisee concerning the Castle Rock Hormone Health franchise, which means that any oral or written statements not set out in this Agreement will not be binding. In deciding to enter into this Agreement, Franchisee is not relying on any statement, promise, claim, or representation not expressly set forth in this Agreement or in the Disclosure Document.

[*Signatures on next page*]

Agreed to by:

FRANCHISOR:

CASTLE ROCK HORMONE HEALTH
FRANCHISE SYSTEMS, LLC

By: ___________________________
Name: _________________________
Title: __________________________
Date: __________________________

FRANCHISEE:

[*if an individual:*]

____
Name: _________________________
Date: __________________________

[*if an entity:*]

____

By: ___________________________
Name: _________________________
Title: __________________________
Date: __________________________

Attachment 1 to Franchise Agreement

OWNERSHIP INFORMATION

1. **Form of Ownership.** Franchisee is a (check one):

_____________ *Sole Proprietorship*
_____________ *Partnership*
_____________ *Limited Liability Company*
_____________ *Corporation*

State: ___________________________

2. **Owners.** If Franchisee is a partnership, limited liability company or corporation:

Name	Shares or Percentage of Ownership

3. **Officers.** If Franchisee is a limited liability company or corporation:

Name	Title

Attachment 2 to Franchise Agreement

LOCATION ACCEPTANCE LETTER

To: ______________________________

This Location Acceptance Letter is issued by Castle Rock Hormone Health Franchise Systems, LLC for your Castle Rock Hormone Health franchise in accordance with Section 6.1 of the Franchise Agreement.

1. The Location of the Business is:

   ____

2. The Territory of the Business is:

   ____

CASTLE ROCK HORMONE HEALTH
FRANCHISE SYSTEMS, LLC

By: ___________________________
Name: _________________________
Title: __________________________
Date: __________________________

Attachment 3 to Franchise Agreement

GUARANTY AND NON-COMPETE AGREEMENT

This Guaranty and Non-Compete Agreement (this "Guaranty") is executed by the undersigned person(s) (each, a "Guarantor") in favor of Castle Rock Hormone Health Franchise Systems, LLC, a Florida Limited Liability Company ("Franchisor").

Background Statement: ______________________ ("Franchisee") desires to enter into a Franchise Agreement with Franchisor for the franchise of a Castle Rock Hormone Health business (the "Franchise Agreement"; capitalized terms used but not defined in this Guaranty have the meanings given in the Franchise Agreement). Guarantor owns an equity interest in Franchisee. Guarantor is executing this Guaranty in order to induce Franchisor to enter into the Franchise Agreement.

Guarantor agrees as follows:

1. Guaranty. Guarantor hereby unconditionally guarantees to Franchisor and its successors and assigns that Franchisee shall pay and perform every undertaking, agreement and covenant set forth in the Franchise Agreement and further guarantees every other liability and obligation of Franchisee to Franchisor, whether or not contained in the Franchise Agreement. Guarantor shall render any payment or performance required under the Franchise Agreement or any other agreement between Franchisee and Franchisor upon demand from Franchisor. Guarantor waives (a) acceptance and notice of acceptance by Franchisor of this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations of Franchisee; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; (d) any right Guarantor may have to require that an action be brought against Franchisee or any other person or entity as a condition of liability hereunder; (e) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of the execution of and performance under this Guaranty by the undersigned; (f) any law which requires that Franchisor make demand upon, assert claims against or collect from Franchisee or any other person or entity (including any other guarantor), foreclose any security interest, sell collateral, exhaust any remedies or take any other action against Franchisee or any other person or entity (including any other guarantor) prior to making any demand upon, collecting from or taking any action against the undersigned with respect to this Guaranty; and (g) any and all other notices and legal or equitable defenses to which Guarantor may be entitled.

2. Confidential Information. With respect to all Confidential Information Guarantor shall (a) adhere to all security procedures prescribed by Franchisor for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the Business; (c) not use any such information in any other business or in any manner not specifically authorized or approved in writing by Franchisor, (d) exercise the highest degree of diligence and make every effort to maintain the confidentiality of all such information during and after the term of the Franchise Agreement, (e) not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or use of Confidential Information. Guarantor acknowledges that all Confidential Information is owned by Franchisor or its affiliates (except for

Confidential Information which Franchisor licenses from another person or entity). Guarantor acknowledges that all customer data generated or obtained by Guarantor is Confidential Information belonging to Franchisor. This Section will survive the termination or expiration of the Franchise Agreement indefinitely.

3. Covenants Not to Compete.

(a) Restriction - In Term. During the term of the Franchise Agreement, Guarantor shall not directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor.

(b) Restriction – Post Term. For two years after the Franchise Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer by Guarantor), Guarantor shall not directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor located within five miles of Franchisee's Territory or the territory of any other Castle Rock Hormone Health business operating on the date of termination or transfer, as applicable. If the Franchise Agreement is terminated before the Territory is determined, then the area of non-competition will the Development Area and the territory of any other Castle Rock Hormone Health business operating on the date of termination.

(c) Interpretation. Guarantor agrees that each of the foregoing covenants is independent of any other covenant or provision of this Guaranty or the Franchise Agreement. If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any court or arbitrator, then the parties intend that the court or arbitrator modify such restriction to the extent reasonably necessary to protect the legitimate business interests of Franchisor. Guarantor agrees that the existence of any claim it or Franchisee may have against Franchisor shall not constitute a defense to the enforcement by Franchisor of the covenants of this Section. If Guarantor fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

4. Modification. Guarantor agrees that Guarantor's liability hereunder shall not be diminished, relieved or otherwise affected by (a) any amendment of the Franchise Agreement, (b) any extension of time, credit or other indulgence which Franchisor may from time-to-time grant to Franchisee or to any other person or entity, or (c) the acceptance of any partial payment or performance or the compromise or release of any claims.

5. Governing Law; Dispute Resolution. This Guaranty shall be governed by and construed in accordance with the laws of the state of Colorado (without giving effect to its principles of conflicts of law). The parties agree that any Colorado law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 6. The provisions of Article 17 (Dispute Resolution) of the Franchise Agreement apply to and are incorporated into this Guaranty as if fully set forth herein. Guarantor shall pay to Franchisor all costs incurred by Franchisor (including reasonable attorney fees) in enforcing this Guaranty. If multiple Guarantors sign this Guaranty, each will have joint and several liability.

Agreed to by:

____
Name: __________________________
Address: ________________________
____
____
Date: ___________________________

____
Name: __________________________
Address: ________________________
____
____
Date: ___________________________

____
Name: __________________________
Address: ________________________
____
____
Date: ___________________________

EXHIBIT C

MULTI-UNIT DEVELOPMENT AGREEMENT

This Multi-Unit Development Agreement (this "MUDA") is made between Castle Rock Hormone Health Franchise Systems, LLC, a Florida Limited Liability Company ("Franchisor") and ________________, a ________ ________ ("Franchisee") on the Effective Date.

Background Statement: On the same day as they execute this MUDA, Franchisor and Franchisee have entered into a Franchise Agreement for the franchise of a Castle Rock Hormone Health business (the "Franchise Agreement"; capitalized terms used but not defined in this MUDA have the meanings given in the Franchise Agreement). Franchisor and Franchisee desire that Franchisee develop multiple Castle Rock Hormone Health businesses.

1. Multi-Unit Commitment.

(a) Development Schedule; Fee. Franchisee shall develop and open Castle Rock Hormone Health businesses on the following schedule:

Store #	Deadline for Opening	Total # of Stores to be Open and Operating on Deadline	Initial Franchise Fee
1		1	$______
2		2	$______
3		3	$______
4		4	$______
5		5	$______
6		6	$______
7		7	$______
8		8	$______
9		9	$______
10		10	$______
		Total Initial Franchise Fee:	

(b) Payment**.** Upon execution of this MUDA, Franchisee shall pay the total Initial Franchise Fee to Franchisor. The Initial Franchise Fee is non-refundable.

2. Form of Agreement. For Store #1, Franchisee and Franchisor have executed the Franchise Agreement simultaneously with this MUDA. For each additional Castle Rock Hormone Health franchise, Franchisee shall execute Castle Rock Hormone Health Franchise System's then-current standard form of franchise agreement no later than three business days after Franchisee leases or acquires a location. This MUDA does not give Franchisee the right to construct, open, or operate a Castle Rock Hormone Health business, and Franchisee acknowledges that Franchisee may construct, open, and operate each Castle Rock Hormone Health business only pursuant to a separate franchise agreement executed pursuant to this MUDA for each such Castle Rock Hormone Health business.

3. Development Area. Franchisee shall locate each Castle Rock Hormone Health business it develops under this MUDA within the following area: ______________________________ ______________ (the "Development Area"). Franchisee acknowledges that it does not have exclusive rights to develop, open or operate Castle Rock Hormone Health businesses in the Development Area.

4. Default and Termination. Franchisor may terminate this MUDA by giving notice to Franchisee, without opportunity to cure, if any of the following occur:

(i) Franchisee fails to satisfy the development schedule; or

(ii) Franchisor has the right to terminate any franchise agreement between Franchisor and Franchisee (or any affiliate thereof) due to Franchisee's default thereunder (whether or not Franchisor actually terminates such franchise agreement).

5. Limitation of Liability. Franchisee's commitment to develop Castle Rock Hormone Health businesses is in the nature of an option only. If Franchisor terminates this MUDA for Franchisee's default, Franchisee shall not be liable to Franchisor for lost future revenues or profits from the unopened Castle Rock Hormone Health businesses. Franchisee may terminate this MUDA at any time.

6. Conditions. Franchisee's right to develop each Castle Rock Hormone Health franchise after the Store #1 is subject to the following:

(i) Franchisee must possess sufficient financial and organizational capacity to develop, open, operate, and manage each additional Castle Rock Hormone Health business, in the reasonable judgment of Franchisor, and

(ii) Franchisee must be in full compliance with all brand requirements at its open Castle Rock Hormone Health businesses, and not in default under any Franchise Agreement or any other agreement with Franchisor.

7. Dispute Resolution; Miscellaneous. The laws of the State of Colorado (without giving effect to its principles of conflicts of law) govern all adversarial proceedings between the parties. The parties agree that any Colorado law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 7. Franchisee shall not Transfer this MUDA without the prior written consent of Franchisor, and any Transfer without Castle Rock Hormone Health Franchise System's prior written consent shall be void. The provisions of Article 17 (Dispute Resolution) and Article 18 (Miscellaneous) of the Franchise Agreement apply to and are incorporated into this MUDA as if fully set forth herein.

[*Signatures on Next Page*]

Agreed to by:

FRANCHISOR:

CASTLE ROCK HORMONE HEALTH
FRANCHISE SYSTEMS, LLC

By: ___________________________
Name: _________________________
Title: __________________________
Date: __________________________

FRANCHISEE:

[*if an individual:*]

____
Name: _________________________

[*if an entity:*]

____

By: ___________________________
Name: _________________________
Title: __________________________
Date: __________________________

EXHIBIT D

RIDER TO LEASE AGREEMENT

Landlord: ____________________________
Notice Address: ______________________
____
____
Telephone:___________________________

Franchisor: Castle Rock Hormone Health Franchise Systems, LLC
Notice Address: 509 Wilcox St Ste 200, Castle Rock, CO 80104
Telephone: (720) 769-6747

Tenant: _____________________________

Leased Premises: ____

1. Use. Tenant is a franchisee of Franchisor. The Leased Premises shall be used only for the operation of a Castle Rock Hormone Health business (or any name authorized by Franchisor).

2. Notice of Default and Opportunity to Cure. Landlord shall provide Franchisor with copies of any written notice of default ("Default") given to Tenant under the Lease, and Landlord grants to Franchisor the option (but not the obligation) to cure any Default under the Lease (should Tenant fail to do so) within 10 days after the expiration of the period in which Tenant may cure the Default.

3. Termination of Lease. Landlord shall copy Franchisor on any notice of termination of the Lease. If Landlord terminates the Lease for Tenant's Default, Franchisor shall have the option to enter into a new Lease with Landlord on the same terms and conditions as the terminated Lease. To exercise this option, Franchisor must notify Landlord within 15 days after Franchisor receives notice of the termination of the Lease.

4. Termination of Franchise Agreement. If the Franchise Agreement between Franchisor and Tenant is terminated during the term of the Lease, then upon the written request of Franchisor, Tenant shall assign the Lease to Franchisor. Landlord hereby consents to the assignment of the Lease to Franchisor.

5. Assignment and Subletting. Notwithstanding any provision of the Lease to the contrary, Tenant shall have the right to assign or sublet the Lease to Franchisor, provided that no such assignment or sublease shall relieve Tenant or any guarantor of liability under the Lease. If Franchisor becomes the lessee of the Leased Premises, then Franchisor shall have the right to assign or sublease its lease to a franchisee of the Castle Rock Hormone Health brand. Any provision of the Lease which limits Tenant's right to own or operate other Castle Rock Hormone Health outlets in proximity to the Leased Premises shall not apply to Franchisor.

6. Authorization. Tenant authorizes Landlord and Franchisor to communicate directly with each other about Tenant and Tenant's business.

7. Right to Enter. Upon the expiration or termination of the Franchise Agreement or the Lease, or the termination of Tenant's right of possession of the Leased Premises, Franchisor or its designee may, after giving reasonable prior notice to Landlord, enter the Leased Premises to remove signs and other material bearing Franchisor's brand name, trademarks, and commercial symbols, provided that Franchisor will be liable to Landlord for any damage Franchisor or its designee causes by such removal.

8. No Liability. By executing this Rider, Franchisor does not assume any liability with respect to the Leased Premises or any obligation as Tenant under the Lease.

Executed by:

LANDLORD:

____

By: __________________________
Name: ________________________
Title: _________________________
Date: _________________________

TENANT:

____

By: __________________________
Name: ________________________
Title: _________________________
Date: _________________________

FRANCHISOR:

CASTLE ROCK HORMONE HEALTH
FRANCHISE SYSTEMS, LLC

By: __________________________
Name: ________________________
Title: _________________________
Date: _________________________

EXHIBIT E

FORM OF GENERAL RELEASE

[*This is our current standard form of General Release. This document is not signed when you purchase a franchise. In circumstances such as a renewal of your franchise or as a condition of our approval of a sale of your franchise, we may require you to sign a general release.*]

This General Release ("Release") is executed by the undersigned ("Releasor") in favor of Castle Rock Hormone Health Franchise Systems, LLC, a Florida Limited Liability Company ("Franchisor").

Background Statement: [*describe circumstances of Release*]

Releasor agrees as follows:

1. Release. Releasor (on behalf of itself and its parents, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, managers, members, partners, agents, and employees (collectively, the "Releasing Parties")) hereby releases Franchisor, its affiliates, and their respective directors, officers, shareholders, employees, and agents (collectively, the "Released Parties") from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature, known or unknown, which any Releasing Party now has or ever had against any Released Party based upon and/or arising out of events that occurred through the date hereof, including without limitation, anything arising out of the Franchise Agreement (collectively, "Claims").

2. Covenant Not to Sue. Releasor (on behalf of all Releasing Parties) covenants not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any Released Party with respect to any Claim.

3. Representations and Acknowledgments. Releasor represents and warrants that: (i) Releasor is the sole owner of all Claims, and that no Releasing Party has assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim; (ii) Releasor has full power and authority to sign this Release; and (iii) this Release has been voluntarily and knowingly signed after Releasor has had the opportunity to consult with counsel of Releasor's choice. Releasor acknowledges that the release in Section 1 is a complete defense to any Claim.

4. Miscellaneous. If any of the provisions of this Release are held invalid for any reason, the remainder of this Release will not be affected and will remain in full force and effect. In the event of any dispute concerning this Release, the dispute resolution, governing law, and venue provisions of the Franchise Agreement shall apply. Releasor agrees to take any actions and sign any documents that Franchisor reasonably requests to effectuate the purposes of this Release. This Release contains the entire agreement of the parties concerning the subject matter hereof. This Release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Agreed to by:

____
Name: __________________________
Date: ___________________________

EXHIBIT F

FINANCIAL STATEMENTS

UNAUDITED BALANCE SHEET DATED MARCH 31, 2026 AND UNAUDITED PROFIT AND LOSS STATEMENT FOR THE PERIOD FROM JANUARY 1, 2026 TO MARCH 31, 2026.

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

Balance Sheet

Castle Rock Hormone Health Franchise Systems LLC

As of Mar 31, 2026

	Total
Assets	
Current Assets	
Bank Accounts	
Chase CRHH Franchise Systems - 9397	1,049,566.97
Chase - FOCO Act #9309	0.00
Total for Bank Accounts	**$1,049,566.97**
Accounts Receivable	
Accounts Receivable (A/R)	0.00
Total for Accounts Receivable	**$0.00**
Other Current Assets	
Franchisee Loans for Start-Up	
CRHH - Arapahoe	2,500.00
CRHH - ATL Loan	0.00
CRHH - Summerlin	0.00
Total for Franchisee Loans for Start-Up	**$2,500.00**
Payments to deposit	0.00
Total for Other Current Assets	**$2,500.00**
Total for Current Assets	**$1,052,066.97**
Other Assets	
Computer Purchase	13,371.71
Total for Other Assets	**$13,371.71**
Total for Assets	**$1,065,438.68**
Liabilities and Equity	
Liabilities	
Current Liabilities	
Credit Cards	
Chase Ink #0879	26,041.66
Total for Credit Cards	**$26,041.66**
Other Current Liabilities	
CRMH Loan to FOCO	0.00
Franchise Loan to FOCO	0.00
Loan Parker to Franchise	0.00
Total for Other Current Liabilities	**$0.00**
Total for Current Liabilities	**$26,041.66**

Balance Sheet

Castle Rock Hormone Health Franchise Systems LLC

As of Mar 31, 2026

	Total
Long-term Liabilities	
CRMH Loan to Franchise Systems	0.00
Lee Moorer Loan to Franchise 07.24.24	-5,349.42
Total for Long-term Liabilities	**-$5,349.42**
Total for Liabilities	**$20,692.24**
Equity	
Capital Equity Group	1,990,774.26
Mens Health Development LLC	14,000.00
Shareholders' equity	
Distributions	
Chris Stolzman	-137,018.40
Lee Moorer	-35,000.00
Total for Distributions	**-$172,018.40**
Total for Shareholders' equity	**-$172,018.40**
Retained Earnings	-390,780.35
Net Income	-397,229.07
Total for Equity	**$1,044,746.44**
Total for Liabilities and Equity	**$1,065,438.68**

Cash Basis Monday, May 04, 2026 03:15 PM GMT-06:00

Profit and Loss

Castle Rock Hormone Health Franchise Systems LLC

January-March, 2026

	Total
Income	
Capital Equity Royalty	185,502.93
Franchise Fee Income	$165,621.11
Brand Fee	
CRHH Arapahoe Brand	2,621.96
CRHH Atlanta Brand	962.18
CRHH Colorado Springs	3,229.08
CRHH Delray Brand	170.23
CRHH Fort Collins Brand	5,508.98
CRHH Littleton Brand	4,549.26
CRHH Parker Brand	5,886.72
CRMH Castle Rock Brand	13,615.07
Michigan brand	5,746.69
Pittsburgh Brand	3,725.75
St. Augustine Brand	5,003.65
Total for Brand Fee	**$51,019.57**
Fort Collins Offices	8,502.73
Royalties	
CRHH Arapahoe Royalties	7,865.90
CRHH Atlanta Royalties	2,886.50
CRHH Colorado Springs	9,687.40
CRHH Fort Collins Royalties	16,526.82
CRHH Littleton Royalties	13,647.77
CRHH Parker Royalties	18,151.03
CRMH Castle Rock Royalties	40,845.21
Michigan Royalties	17,239.99
Pittsburgh Royalties	11,177.24
St. Augustine Royalties	15,010.95
Total for Royalties	**$153,038.81**
Total for Franchise Fee Income	**$378,182.22**
Franchise Reimbursements	
DEA License	-888.00
Google Marketing	7,680.00
Telehealth Appointments	10,425.00
Total for Franchise Reimbursements	**$17,217.00**

Profit and Loss

Castle Rock Hormone Health Franchise Systems LLC
January-March, 2026

	Total
Unapplied Cash Payment Income	0.00
Total for Income	**$580,902.15**
Gross Profit	**$580,902.15**
Expenses	
Advertising & Marketing	
DRK Digital Marketing	44,700.00
Franchise Development Expenses	$500.00
Corp Clinic Bail Out	24,243.59
Corporate Clinic Expansion	1,000.00
FOCO Business Split Off	-1,035.99
Franchise Onboarding Software	6,585.00
W.C. Franchise Developers	1,000.00
Total for Franchise Development Expenses	**$32,292.60**
Hubspot	875.00
Local	
Gym Membership	500.00
Total for Local	**$500.00**
Marketing	$8,250.00
High Level	2,382.00
Promotional	148.37
Total for Marketing	**$10,780.37**
Total for Advertising & Marketing	**$89,147.97**
Bank Charges & Fees	$95.00
Bluefin Transaction Fees	87.45
Total for Bank Charges & Fees	**$182.45**
Fort Collins Expenses	
Pharmacy's	
Empower Pharmacy	91.06
MCP Consulting - Peptides	492.90
Optimal Balance Pharmacy	1,065.00
Total for Pharmacy's	**$1,648.96**
Shipping	$2,334.85
EasyShip	175.06
Total for Shipping	**$2,509.91**
Total for Fort Collins Expenses	**$4,158.87**

Profit and Loss

Castle Rock Hormone Health Franchise Systems LLC
January-March, 2026

	Total
Franchise Start Up Expenses	
CRHH University	
Labor	10,886.16
Materials	5,306.55
Total for CRHH University	**$16,192.71**
Total for Franchise Start Up Expenses	**$16,192.71**
Insurance	$3,049.53
Liability	40,156.19
Life Insurance	2,756.60
Total for Insurance	**$45,962.32**
Leased Equipment	
Evolt Scanner	333.18
Total for Leased Equipment	**$333.18**
Medical Supplies & Pharmacy Services	
Clinic Medications	9,560.13
Clinic Supplies	-10.79
Medical Licenses	296.00
Total for Medical Supplies & Pharmacy Services	**$9,845.34**
Parking & tolls	2.00
Payroll expenses	
Independent Contractors	$835.00
Ben Weiner	4,000.00
Management Contractors	
Chris Stolzman - Stolzman Properties	108,000.00
Crystal Quante - Crystal Clear LLC	40,707.92
Iadom - Carlos Conde	285,500.00
Ibrahim Micijevic	26,500.00
Matthew Stolzman - Alpine Clinical Consulting	42,500.00
Total for Management Contractors	**$503,207.92**
Marketing Contractor	
Erika Brummer	11,910.00
Erika Rosa	8,750.00
Meci Klein - Klein Collective	2,500.00

Cash Basis Monday, May 04, 2026 03:15 PM GMT-06:00

Profit and Loss

Castle Rock Hormone Health Franchise Systems LLC

January-March, 2026

	Total
Total for Marketing Contractor	**$23,160.00**
Marketing Contractors	
Hunter Neeley - Chisme LLC	30,000.00
Phillip Jordan - Phil Jordan Designs	441.00
Total for Marketing Contractors	**$30,441.00**
Medical Contractors	
Andy Terrell - Terrell Enterprises	28,953.11
Julian Castanon - Altitude Clinical Consulting	27,500.00
Kelli Weiner	4,000.00
Lee Moorer - Independent Medical	21,250.00
Total for Medical Contractors	**$81,703.11**
Total for Independent Contractors	**$643,347.03**
Jaci Marley-Co. Payroll Taxes	2,695.99
Payroll Benefits	
Health Insurance	
Member Gateway	3,615.30
Total for Health Insurance	**$3,615.30**
Total for Payroll Benefits	**$3,615.30**
Taxes	429.95
W2 Wages	3,753.81
Total for Payroll expenses	**$653,842.08**
Professional Fees	
Bookkeeping & Accountant	3,130.00
Computer Expenses	90.06
Consulting Fees	309.00
Legal Services	6,100.00
Total for Professional Fees	**$9,629.06**
QuickBooks Payments Fees	5.62
Rent	
509 Wilcox	5,000.00
CRHH University	14,000.00
Xanadu Rent	3,000.00
Total for Rent	**$22,000.00**
Repair & Maintenance	333.94

Profit and Loss

Castle Rock Hormone Health Franchise Systems LLC
January-March, 2026

	Total
Software Subscriptions	$21,668.28
Adobe	145.86
Charm Health	14,682.80
Dialpad	86.91
Dragon	396.00
Facebook	62,148.11
Google	6,914.00
Intuit QB	367.50
Loom	80.00
Make.Com	68.24
Railway	60.00
Trainual	1,635.06
Total for Software Subscriptions	**$108,252.76**
Supplies	
Office Setup	299.00
Office Supplies	$657.67
Moving Expenses	8,853.24
Total for Office Supplies	**$9,510.91**
Total for Supplies	**$9,809.91**
Travel Expenses	$22.00
Airfare	882.18
Hotel	4,864.28
Promotional	2,356.45
Travel Fuel	26.31
Total for Travel Expenses	**$8,151.22**
Utilities	
Electricity	281.79
Internet & TV services	0.00
Total for Utilities	**$281.79**
Total for Expenses	**$978,131.22**
Net Operating Income	**-$397,229.07**
Net Other Income	
Net Income	**-$397,229.07**

Cash Basis Monday, May 04, 2026 03:15 PM GMT-06:00

CASTLE ROCK HORMONE HEALTH FRANCHISE SYSTEMS, LLC

FINANCIAL STATEMENTS

Financial Statements For The Years Ended December 31, 2025 & December 31, 2024

TOGETHER WITH INDEPENDENT AUDITOR'S REPORT

TABLE OF CONTENTS

NAPER CPA GROUP

924 W. 75th Street
Suite 120 - 189
Naperville, IL 60565
+1 (815) 348-2421
omar@napercpa.com

INDEPENDENT AUDITOR'S REPORT

To the Management of CASTLE ROCK HORMONE HEALTH FRANCHISE SYSTEMS, LLC

Opinion

We have audited the financial statements of CASTLE ROCK HORMONE HEALTH FRANCHISE SYSTEMS, LLC (the "Company"), which comprise the balance sheet as of December 31, 2025 & December 31, 2024, and the related statements of income, changes in shareholders' equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025 & December 31, 2024, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

NAPER
CPA GROUP

924 W. 75th Street
Suite 120 - 189
Naperville, IL 60565
+1 (815) 348-2421
omar@napercpa.com

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Naper CPA Group

Naper CPA Group

Naperville, IL
April 13, 2026

CASTLE ROCK HORMONE HEALTH FRANCHISE SYSTEMS, LLC
BALANCE SHEET
AS OF DECEMBER 31, 2025 & DECEMBER 31, 2024

	12/31/25	12/31/24
ASSETS		
CURRENT ASSETS		
Cash and Cash Equivalents	$ 784,273	$ 29,077
Accounts Receivable	16,093	-
Due From Related Party	2,500	-
TOTAL CURRENT ASSETS	802,866	29,077
NON-CURRENT ASSETS		
Loan to Franchisee	-	80,485
Property & Equipment	13,372	13,372
Less: Accumulated Deprecation	(2,674)	-
TOTAL NON-CURRENT ASSETS	10,698	93,857
TOTAL ASSETS	813,563	122,934
LIABILITIES AND OWNER'S EQUITY		
CURRENT LIABILITIES		
Deferred Revenue - Current	21,775	16,525
Company Credit Card	13,169	65,694
TOTAL CURRENT LIABILITIES	34,944	82,219
NON-CURRENT LIABILITIES		
Loan Due to Related Party	-	90,883
Deferred Revenue	162,865	136,765
TOTAL NON-CURRENT LIABILITIES	162,865	227,648
TOTAL LIABILITIES	197,808	309,867
OWNER'S EQUITY		
Retained Earnings (Deficit)	1,137,269	(56,363)
Net Income (Loss)	(521,514)	(130,570)
TOTAL SHAREHOLDERS' EQUITY	615,755	(186,933)
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	$ 813,563	$122,934

See Independent Auditor's Report and accompanying notes, which are an integral part of these financial statements.

CASTLE ROCK HORMONE HEALTH FRANCHISE SYSTEMS, LLC
STATEMENT OF INCOME
FOR THE YEARS ENDED DECEMBER 31, 2025 & DECEMBER 31, 2024

	2025	2024
Revenue		
Revenue - Franchise Fees	$ 73,650	$ 177,210
Revenue - Royalties	410,634	95,425
Revenue - Services	613,228	34,439
Revenue - Marketing Services	137,891	31,716
Total Revenue	1,235,403	338,791
Cost of Sales	(227,968)	-
Gross Profit	1,007,435	338,791
Operating Expense		
Advertising & Marketing Expense	306,529	149,008
Office Expense	231,558	82,366
Outside Labor	-	63,208
Professional & Legal Fees	76,121	49,632
Rent Expense	125,328	47,998
Administration Expenses / Salaries & Wages Expense	727,624	33,000
Travel Expense	36,684	26,719
Supplies Expense	10,078	17,431
Total Operating Expenses	1,513,921	469,361
Net Income From Operations	(506,487)	(130,570)
Other Income (Expense)		
Misc. Expense	(12,353)	
Deprecation Expense	(2,674)	
Total Other Income (Expense)	(15,027)	-
Net Income Before Provision for Income Tax	(521,514)	(130,570)
Provision for Income Taxes	-	-
Net Income (Loss)	$ (521,514)	$ (130,570)

See Independent Auditor's Report and accompanying notes, which are an integral part of these financial statements.

CASTLE ROCK HORMONE HEALTH FRANCHISE SYSTEMS, LLC
STATEMENT OF CHANGES IN SHAREHOLDERS' EQUITY
AS OF DECEMBER 31, 2025 & DECEMBER 31, 2024

	Opening Equity Balance	Yearly Changes	Total
Beginning Balance	$ 1,000	$ -	$ 1,000
Net Income For The Period Ended December 31, 2024	-	(130,570)	(130,570)
Equity Contributions (Distributions)	-	(57,362)	(57,362)
Balance, December 31, 2024	**$ 1,000**	**$ (187,932)**	**$ (186,934)**

	Opening Equity Balance	Yearly Changes	Total
Beginning Balance	$ (186,934)	$ -	$ (186,934)
Net Income for the period ending December 31, 2025	-	(521,514)	(521,514)
Equity Contributions (Distributions)	-	1,324,202	1,324,202
Balance, December 31, 2025	**$ (186,934)**	**$ 802,688**	**$ 615,755**

See Independent Auditor's Report and accompanying notes, which are an integral part of these financial statements.

CASTLE ROCK HORMONE HEALTH FRANCHISE SYSTEMS, LLC
STATEMENT OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2025 & DECEMBER 31, 2024

	2025	2024
OPERATING ACTIVITIES		
Net Income	$ (521,514)	$ (130,570)
Non-Cash Adjustments		
Changes in Current Assets	(18,593)	-
Changes in Current Liabilities	(52,525)	65,694
Changes in Deferred Revenue	31,350	153,290
Add: Deprecation Expense	2,674	-
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	(558,608)	88,413
INVESTING ACTIVITIES		
Property, Plant, & Equipment (net)	-	(13,372)
Loan to Franchisee	80,485	(80,485)
	-	-
	-	-
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	80,485	(93,857)
FINANCING ACTIVITIES		
Owner's Contribution	1,324,202	(57,362)
Due to Related Party	(90,883)	90,883
	-	-
	-	-
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	1,233,319	33,521
NET INCREASE (DECREASE) IN CASH	755,196	28,077
CASH AT BEGINNING OF PERIOD	29,077	1,000
CASH AT END OF PERIOD	$ 784,273	$ 29,077

See Independent Auditor's Report and accompanying notes, which are an integral part of these financial statements.

NOTE 1 – ORGANIZATION AND NATURE OF OPERATIONS

CASTLE ROCK HORMONE HEALTH FRANCHISE SYSTEMS, LLC (the "Company") was incorporated under the laws of the State of Florida for the purpose of offering franchise opportunities to entrepreneurs who want to own their own 'Castle Rock Hormone Health' location, as a franchise.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") and include all adjustments necessary for the fair presentation of the Company's financial position, results of operations, and cash flows for the periods presented. The Company has adopted the calendar year as its fiscal year for financial reporting purposes.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Significant estimates include the standalone selling prices of performance obligations in franchise arrangements, the allowance for doubtful accounts on franchisee receivables, the useful lives of long-lived assets, and the evaluation of contingencies. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers all highly liquid investments with original maturities of three months or less when purchased to be cash equivalents. The Company maintains its cash accounts at financial institutions insured by the Federal Deposit Insurance Corporation ("FDIC"). At times, cash balances may exceed FDIC insured limits. The Company has not experienced any losses related to these balances.

Franchisee Receivables

Franchisee receivables primarily consist of initial franchise fees, ongoing royalty fees, advertising fund contributions, and other fees charged to franchisees. Receivables are recorded when revenue is recognized prior to invoicing or when amounts are invoiced to franchisees. The Company reports receivables at their net realizable value, which includes an appropriate allowance for doubtful accounts.

The allowance for doubtful accounts is determined based on management's assessment of several factors, including historical collection experience, current economic conditions, franchisee credit quality, aging of receivable balances, and individual franchisee circumstances. Accounts receivable are written off against the allowance when management determines that collection is no longer probable. The

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Franchisee Receivables (cont.)

allowance for doubtful accounts was $0 and $0 as of December 31, 2025, and 2024, respectively. Bad debt expense for the years ended December 31, 2025, and 2024 were $0 and $0 respectively.

Property and Equipment

Property and equipment are stated at cost, less accumulated depreciation. Depreciation is computed using the straight-line method over the estimated useful lives of the related assets as follows:

• Computer equipment and software: 5 years
• Furniture and fixtures: 7 years
• Leasehold improvements: Shorter of lease term or useful life

Expenditures for repairs and maintenance are charged to expense as incurred. Upon retirement or disposition of property and equipment, the cost and related accumulated depreciation are removed from the accounts, and any resulting gain or loss is recognized in the statements of income.

The Company reviews long-lived assets for impairment whenever events or circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability is assessed by comparing the carrying amount to the undiscounted future net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment recognized is measured as the amount by which the carrying amount exceeds the fair value. No impairment losses were recorded during the years ended December 31, 2025 and 2024.

Revenue Recognition

The Company recognizes revenue in accordance with Accounting Standards Codification (ASC) Topic 606, Revenue from Contracts with Customers. Under ASC 606, revenue is recognized when control of promised goods or services is transferred to customers in an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods or services. The Company applies the following five-step model:

- Identify the contract with the customer
- Identify the performance obligations in the contract
- Determine the transaction price
- Allocate the transaction price to the performance obligations
- Recognize revenue when (or as) performance obligations are satisfied

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Practical Expedient for Pre-Opening Services

The Company has elected to apply the practical expedient provided in ASC 952-606-25-2, which permits private company franchisors to account for certain pre-opening services as distinct from the franchise license. Under this practical expedient, the Company accounts for the following pre-opening services as a single performance obligation, distinct from the franchise license:

- Site selection assistance and architectural, engineering, and other professional services
- Training of the franchisee's personnel or the franchisee
- Preparation and distribution of manuals and similar material concerning operations, administration, and record keeping
- Inspection, testing, and other quality control programs

Principal Sources of Revenue

Initial Franchise Fees
The Company charges initial franchise fees to franchisees for the right to operate a franchised location. The franchise agreement grants the franchisee access to the Company's proprietary brand, trademarks, operating systems, and ongoing support services over the term of the franchise agreement.

Under ASC 606, the Company has identified the following performance obligations in its franchise agreements:

1. Pre-opening services (accounted for as a single performance obligation under the practical expedient)
2. Franchise license (right to access the Company's intellectual property over the term of the agreement)

The Company allocates the initial franchise fee to these performance obligations based on their relative standalone selling prices. The standalone selling price of pre-opening services is determined using an adjusted market assessment approach, considering the cost of similar services if acquired from third-party providers. The residual amount is allocated to the franchise license.

Revenue allocated to pre-opening services is recognized when those services are completed, typically prior to the franchise location opening. Revenue allocated to the franchise license is recognized on a straight-line basis over the term of the franchise agreement, beginning when the franchise location opens, as this is when the franchisee is able to use and benefit from the Company's intellectual property.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Continuing Royalty Fees
Franchisees are required to pay continuing royalty fees based on a percentage of their gross sales. These royalty fees relate to the ongoing franchise license and are considered sales-based royalties on licenses of intellectual property under ASC 606-10-55-65. In accordance with this guidance, royalty revenue is recognized in the period in which the underlying franchisee sales occur. The Company typically receives royalty reports and payments from franchisees by the following month.

Unearned Revenue

The Company's primarily performance obligation under the franchise agreement mainly includes granting certain rights to access the Company's intellectual property and a variety of activities relating to opening a franchise unit, including initial training and other such activities commonly referred to collectively as "pre-opening activities", which are recognized as a single performance obligation. The Company expects that certain pre-opening activities provided to the franchisee will not be brand specific and will provide the franchisee with relevant general business information that is separate and distinct from the operation of a company-branded franchise unit. The portion of pre-opening activities that will be provided that is not brand specific is expected to be distinct as it will provide a benefit to the franchisee and is expected not to be highly interrelated or interdependent to the access of the Company's intellectual property, and therefore will be accounted for as a separate distinct performance obligation. All other pre-opening activities are expected to be highly interrelated and interdependent to the access of the Company's intellectual property and therefore will be accounted for as a single performance obligation, which is satisfied by granting certain rights to access the Company's intellectual property over the term of each franchise agreement.

The Company estimates the stand-alone selling price of pre-opening activities using an adjusted market assessment approach. The Company will first allocate the initial franchise fees and the fixed consideration, under the franchise agreement to the standalone selling price of the training services that are not brand specific and the residual, if any, to the right to access the Company's intellectual property. Consideration allocated to pre-opening activities, which are not brand specific are recognized ratably as those services are rendered. Consideration allocated to pre-opening activities included under Accounting Standards Update (ASU) to ASC 606, Franchisors—'Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient' is recognized when the related services have been rendered.

The remaining franchisee fee not allocated to pre-opening activities are recorded as Unearned Revenue and will be recognized over the term of the franchise agreement.

Advertising Costs

Advertising costs incurred by the Company (excluding advertising fund expenditures) are expensed as incurred.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Income Taxes

The Company applies ASC 740 Income Taxes ("ASC 740"). Deferred income taxes are recognized for the tax consequences in future years of differences between the tax bases of assets and liabilities and their financial statement reported amounts at each period end, based on enacted tax laws and statutory tax rates applicable to the periods in which the differences are expected to affect taxable income. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amount expected to be realized. The provision for income taxes represents the tax expense for the period, if any and the change during the period in deferred tax assets and liabilities.

Fair Value Measurements

The Company applies the provisions of ASC Topic 820, Fair Value Measurement, which defines fair value, establishes a framework for measuring fair value, and expands disclosures about fair value measurements. ASC 820 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (exit price).

ASC 820 establishes a three-level hierarchy for fair value measurements based upon the transparency of inputs to the valuation of an asset or liability as of the measurement date. The three levels are defined as follows:

Level 1 – Inputs to the valuation methodology are quoted prices (unadjusted) for identical assets or liabilities in active markets.

Level 2 – Inputs to the valuation methodology include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the instrument.

Level 3 – Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The carrying amounts reported in the balance sheet for cash and cash equivalents, accounts receivable, accounts payable, and accrued expenses approximate their fair values due to the short-term nature of these instruments.

Commitments and Contingencies

The Company may be subject to various legal proceedings and claims that arise in the ordinary course of business, including disputes with franchisees, employment matters, and intellectual property claims. Management evaluates contingent matters in accordance with ASC Topic 450, Contingencies, to assess the likelihood of losses and determines if accrual or disclosure is appropriate. Liabilities for

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Commitments and Contingencies (cont.)

contingencies are recorded when it is probable that a liability has been incurred and the amount can be reasonably estimated. When a loss is reasonably possible, but not probable, or when a loss is probable but cannot be reasonably estimated, disclosure of the contingency is provided in the notes to the financial statements.

NOTE 3 – CONCENTRATIONS OF RISK

Financial instruments that potentially subject the Company to credit risk consist of cash and cash equivalents. The Company places its cash and any cash equivalents with a limited number of high-quality financial institutions and do not exceed the amount of insurance provided on such deposits.

NOTE 4 – SUBSEQUENT EVENTS

Management has evaluated subsequent events through April 13, 2026, the date on which the financial statements were available to be issued. Management has determined that none of the events occurring after the date of the balance sheet through the date of Management's review substantially affect the amounts and disclosure of the accompanying financial statements.

EXHIBIT G

BRAND STANDARDS MANUAL TABLE OF CONTENTS

Manual Section	**Number of Pages**
Preface & Introduction	35
Establishing My Franchise Business	37
Personnel	48
Administrative Procedures	25
Daily Procedures	42
Selling & Marketing	22
Total Number of Pages	**209**

EXHIBIT H

CURRENT AND FORMER FRANCHISEES

Current Franchisees

Below are all current franchisees that were open as of the end of the previous fiscal year:

State	Name	Address	Phone Number
Colorado	Chris Logan	7790 Arapahoe Road Centennial, CO 80112	303-854-6681
Colorado	Ben and Kelli Weiner	2105 Bighorn Dr. #102 Fort Collins, CO 80525	303-586-0582
Colorado	Josh Feldman, Sean and Debora Mauser	1420 Canal St. Ste. 150 Littleton, CO 80120	720-361-2816
Colorado	Blake Mason	7675 N Union Blvd. Colorado Springs, CO 80920	719-755-4250
Michigan	Nick and Ericka Brummer	133 W Main St. Ste. 149 Northville, MI 48167	248-946-0018
Pennsylvania	Sam Veltre, Brian Mancuso, Abe Billig, Malcom Jackson, Corey Maters, Shanon Christy, Rhonda Plamer	3906 Washington Rd. McMurray, PA 15317	248-946-0018

Note: We did not have any multi-unit developers at the close of our last fiscal year.

Below are all current franchisees that had signed a franchise agreement but were not yet open as of the end of the previous fiscal year:

State	Name	Site Selection Area	Phone Number
South Carolina	Ray Yarbrough and Josh Snyder	Peachtree City, GA, Augusta, GA, Columbia, SC, Rock Hill/Indian Land, SC	(478) 747-5341

Former Franchisees

Name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date:

State	Name	Phone Number
Colorado	Brad Sisson	(303) 586-0582

EXHIBIT I

STATE ADDENDA TO DISCLOSURE DOCUMENT

CALIFORNIA ADDENDUM TO DISCLOSURE DOCUMENT

California Corporations Code, Section 31125 requires the franchisor to give the franchisee a disclosure document, approved by the Department of Business Oversight, prior to a solicitation of a proposed material modification of an existing franchise.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE OFFERING CIRCULAR.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www.dbo.ca.gov.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF BUSINESS OVERSIGHT NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

ALL THE OWNERS OF THE FRANCHISE WILL BE REQUIRED TO EXECUTE PERSONAL GUARANTEES. THIS REQUIREMENT PLACES THE MARITAL ASSETS OF THE SPOUSES DOMICILED IN COMMUNITY PROPERTY STATES – ARIZONA, CALIFORNIA, IDAHO, LOUISIANA, NEVADA, NEW MEXICO, TEXAS, WASHINGTON AND WISCONSIN AT risk IF YOUR FRANCHISE FAILS.

1. The following paragraph is added to the end of Item 3 of the Disclosure Document:

   Neither franchisor nor any person or franchise broker in Item 2 of this disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in that association or exchange.

2. The following paragraph is added to the end of Item 6 of the Disclosure Document:

   With respect to the Late Fee described in Item 6, this Item is amended to disclose that the maximum rate of interest permitted under California law is 10%.

3. The following paragraphs are added at the end of Item 17 of the Disclosure Document:

   The Franchise Agreement requires franchisee to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of that law or any rule or order thereunder is void.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The Franchise Agreement requires binding arbitration. The arbitration will occur in Castle Rock, Colorado, with the costs being borne equally by Franchisor and Franchisee. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

The Franchise Agreement requires application of the laws of Colorado. This provision may not be enforceable under California law.

4. The following paragraph is added at the end of Item 19 of the Disclosure Document:

The earnings claims figures do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your Castle Rock Hormone Health business. Franchisees or former franchisees, listed in the offering circular, may be one source of this information.

HAWAII ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Hawaii only, this Disclosure Document is amended as follows:

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Registered agent in the state authorized to receive service of process:

Commissioner of Securities
335 Merchant Street
Honolulu, Hawaii 96813

Registration of franchises or filings of offering circulars in other states. As of the date of filing of this Addendum in the State of Hawaii:

1. A franchise registration is effective or an offering circular is on file in the following states: ____________________

2. A proposed registration or filing is or will be shortly on file in the following states: ______________________________

3. No states have refused, by order or otherwise to register these franchises.

4. No states have revoked or suspended the right to offer these franchises.

5. The proposed registration of these franchises has not been withdrawn in any state.

ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, as amended (the "Act"), this Disclosure Document is amended as follows:

Illinois law governs the agreements between the parties to this franchise.

Section 4 of the Act provides that any provision in a franchise agreement that designates jurisdiction of venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Act or any other law of Illinois is void.

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Act.

MARYLAND ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Maryland only, this Disclosure Document is amended as follows:

The following is added to Item 17:

> The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
>
> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
>
> You have the right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.
>
> The Franchise Agreement provides for termination upon bankruptcy of the franchisee. This provision may not be enforceable under federal bankruptcy law.

MINNESOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Minnesota only, this Disclosure Document is amended as follows:

- Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

- With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

- Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, which states "No action may be commenced pursuant to this Section more than three years after the cause of action accrues."

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION

WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

NEW YORK ADDENDUM TO DISCLOSURE DOCUMENT

In the State of New York only, this Disclosure Document is amended as follows:

1. The following information is added to the cover page of the Franchise Disclosure Document:

> **INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY ST. 21ST FLOOR, NEW YORK, NY 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

2. The following is added at the end of Item 3:

> Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:
>
> A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.
>
> B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.
>
> C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.
>
> D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending

action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**":

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the "Summary" section of Item 17(j), titled "**Assignment of contract by franchisor**":

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of law**": The foregoing choice of law should not be

considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

9. The following is added to the end of Item 19:

REPRESENTATIONS REGARDING EARNINGS CAPABILITY

CASTLE ROCK HORMONE HEALTH FRANCHISE SYSTEMS, LLC DOES NOT FURNISH OR AUTHORIZE ITS SALESPERSONS TO FURNISH ANY ORAL OR WRITTEN INFORMATION CONCERNING THE ACTUAL OR POTENTIAL SALES, COSTS, INCOME OR PROFITS OF A FRANCHISE. ACTUAL RESULTS VARY FROM UNIT TO UNIT AND CASTLE ROCK HORMONE HEALTH FRANCHISE SYSTEMS, LLC CANNOT ESTIMATE THE EARNINGS OF ANY PARTICULAR FRANCHISE.

NORTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of North Dakota only, this Disclosure Document is amended as follows:

THE SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (NDCC SECTION 51-19-09):

1. Restrictive Covenants: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the statute.

2. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.

3. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

4. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

5. Applicable Laws: Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.

6. Waiver of Trial by Jury: Requiring North Dakota Franchises to consent to the waiver of a trial by jury.

7. Waiver of Exemplary and Punitive Damages: Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damage.

8. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.

9. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

10. Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney’s fees.

RHODE ISLAND ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Rhode Island only, this Disclosure Document is amended as follows:

Item 17, summary columns for (v) and (w) are amended to add the following:

> Any provision in the franchise agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of a state other than Rhode Island is void as to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

VIRGINIA ADDENDUM TO DISCLOSURE DOCUMENT

In the Commonwealth of Virginia only, this Disclosure Document is amended as follows:

The following statements are added to Item 17(h):

> Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.
>
> Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to the franchisee under the franchise, that provision may not be enforceable.

Item 17(t) is amended to read as follows:

> Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable.

WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT

(See Exhibit J for Washington Addendum to Disclosure Document and Rider to Franchise Agreement)

EXHIBIT J

STATE ADDENDA TO AGREEMENTS

ILLINOIS RIDER TO FRANCHISE AND MULTI-UNIT DEVELOPMENT AGREEMENT

This Rider amends the Franchise and Multi-Unit Development Agreement dated ___________________ (the "Agreement"), between Castle Rock Hormone Health Franchise Systems, LLC, a Florida Limited Liability Company ("Franchisor") and ____________________, a _________ _____________ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Illinois Act" means the Illinois Franchise Disclosure Act of 1987.

2. Governing Law and Jurisdiction. Notwithstanding any provision of the Agreement to the contrary, the Agreement is governed by Illinois law. The parties irrevocably submit to the jurisdiction and venue of the federal and state courts in Illinois, except for matters which the Agreement provides will be resolved by arbitration.

3. Limitation of Claims. No action can be maintained to enforce any liability created by the Illinois Act unless brought before the expiration of 3 years from the act or transaction constituting the violation upon which it is based, the expiration of 1 year after Franchisee become aware of facts or circumstances reasonably indicating that Franchisee may have a claim for relief in respect to conduct governed by the Illinois Act, or 90 days after delivery to the Franchisee of a written notice disclosing the violation, whichever shall first expire.

4. Waivers Void. Notwithstanding any provision of the Agreement to the contrary, any condition, stipulation, or provision purporting to bind Franchisee to waive compliance with any provision of the Illinois Act or any other law of the State of Illinois is void. This Section shall not prevent Franchisee from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

5. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:	FRANCHISEE:
CASTLE ROCK HORMONE HEALTH FRANCHISE SYSTEMS, LLC	________________________________
By: ____________________________	By: ____________________________
Name: __________________________	Name: __________________________
Title: ___________________________	Title: ___________________________
Date: ___________________________	Date: ___________________________

INDIANA RIDER TO FRANCHISE AND MULTI-UNIT DEVELOPMENT AGREEMENT

This Rider amends the Franchise and Multi-Unit Development Agreement dated __________________ (the "Agreement"), between Castle Rock Hormone Health Franchise Systems, LLC, a Florida Limited Liability Company ("Franchisor") and ___________________, a ________ ____________ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Indiana Acts" means the Indiana Franchise Act and the Indiana Deceptive Franchise Practices Act.

2. Certain Provisions Modified. Any provision of the Agreement which would have any of the following effects is hereby modified to the extent required for the Agreement to be in compliance with the Indiana Acts:

(1) Requiring goods, supplies, inventories, or services to be purchased exclusively from the franchisor or sources designated by the franchisor where such goods, supplies, inventories, or services of comparable quality are available from sources other than those designated by the franchisor. However, the publication by the franchisor of a list of approved suppliers of goods, supplies, inventories, or services or the requirement that such goods, supplies, inventories, or services comply with specifications and standards prescribed by the franchisor does not constitute designation of a source nor does a reasonable right of the franchisor to disapprove a supplier constitute a designation. This subdivision does not apply to the principal goods, supplies, inventories, or services manufactured or trademarked by the franchisor.

(2) Allowing the franchisor to establish a franchisor-owned outlet engaged in a substantially identical business to that of the franchisee within the exclusive territory granted the franchisee by the franchise agreement; or, if no exclusive territory is designated, permitting the franchisor to compete unfairly with the franchisee within a reasonable area.

(3) Allowing substantial modification of the franchise agreement by the franchisor without the consent in writing of the franchisee.

(4) Allowing the franchisor to obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted to the franchisee.

(5) Requiring the franchisee to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability to be imposed by the Indiana Deceptive Franchise Practices Act or requiring any controversy between the franchisee and the franchisor to be referred to any person, if referral would be binding on the franchisee. This subsection (5) does not apply to arbitration before an independent arbitrator.

(6) Allowing for an increase in prices of goods provided by the franchisor which the franchisee had ordered for private retail consumers prior to the franchisee's receipt of an official price increase

notification. A sales contract signed by a private retail consumer shall constitute evidence of each order. Price changes applicable to new models of a product at the time of introduction of such new models shall not be considered a price increase. Price increases caused by conformity to a state or federal law, or the revaluation of the United States dollar in the case of foreign-made goods, are not subject to this subsection (6).

(7) Permitting unilateral termination of the franchise if such termination is without good cause or in bad faith. Good cause within the meaning of this subsection (7) includes any material violation of the franchise agreement.

(8) Permitting the franchisor to fail to renew a franchise without good cause or in bad faith. This chapter shall not prohibit a franchise agreement from providing that the agreement is not renewable upon expiration or that the agreement is renewable if the franchisee meets certain conditions specified in the agreement.

(9) Requiring a franchisee to covenant not to compete with the franchisor for a period longer than three years or in an area greater than the exclusive area granted by the franchise agreement or, in absence of such a provision in the agreement, an area of reasonable size, upon termination of or failure to renew the franchise.

(10) Limiting litigation brought for breach of the agreement in any manner whatsoever.

(11) Requiring the franchisee to participate in any (A) advertising campaign or contest; (B) promotional campaign; (C) promotional materials; or (D) display decorations or materials; at an expense to the franchisee that is indeterminate, determined by a third party, or determined by a formula, unless the franchise agreement specifies the maximum percentage of gross monthly sales or the maximum absolute sum that the franchisee may be required to pay.

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:	FRANCHISEE:
CASTLE ROCK HORMONE HEALTH FRANCHISE SYSTEMS, LLC	______________________________
By: ___________________________	By: ___________________________
Name: _________________________	Name: _________________________
Title: __________________________	Title: __________________________
Date: __________________________	Date: __________________________

MARYLAND RIDER TO FRANCHISE AGREEMENT AND MULTI-UNIT DEVELOPMENT AGREEMENT

This Rider amends the Franchise and Multi-Unit Development Agreement dated ___________________ (the "Agreement"), between Castle Rock Hormone Health Franchise Systems, LLC, a Florida Limited Liability Company ("Franchisor") and ____________________, a _________ _____________ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Maryland Franchise Law" means the Maryland Franchise Registration and Disclosure Law, Business Regulation Article, §14-206, Annotated Code of Maryland.

2. Releases, Estoppels and Waivers of Liability. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Law.

3. Statute of Limitations. Any provision of the Agreement which provides for a period of limitations for causes of action shall not apply to causes of action under the Maryland Franchise Law, Business Regulation Article, §14-227, Annotated Code of Maryland. Franchisee must bring an action under such law within three years after the grant of the franchise.

4. Jurisdiction. Franchisee does not waive its right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.

5. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:	FRANCHISEE:
CASTLE ROCK HORMONE HEALTH FRANCHISE SYSTEMS, LLC	________________________________
By: ____________________________	By: ____________________________
Name: __________________________	Name: __________________________
Title: __________________________	Title: __________________________
Date: __________________________	Date: __________________________

MINNESOTA RIDER TO FRANCHISE AND MULTI-UNIT DEVELOPMENT AGREEMENT

This Rider amends the Franchise and Multi-Unit Development Agreement dated __________________ (the "Agreement"), between Castle Rock Hormone Health Franchise Systems, LLC, a Florida Limited Liability Company ("Franchisor") and ___________________, a ________ ____________ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Minnesota Act" means Minnesota Statutes, Sections 80C.01 to 80C.22.

2. Amendments. The Agreement is amended to comply with the following:

Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, and therefore the applicable provision of the Agreement is amended to state "No action may be commenced pursuant to Minnesota Statutes, Section 80C.17 more than three years after the cause of action accrues."

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:

CASTLE ROCK HORMONE HEALTH FRANCHISE SYSTEMS, LLC

By: ___________________________
Name: _________________________
Title: __________________________
Date: __________________________

FRANCHISEE:

____

By: ___________________________
Name: _________________________
Title: __________________________
Date: __________________________

NEW YORK RIDER TO FRANCHISE AND MULTI-UNIT DEVELOPMENT AGREEMENT

This Rider amends the Franchise and Multi-Unit Development Agreement dated __________________ (the "Agreement"), between Castle Rock Hormone Health Franchise Systems, LLC, a Florida Limited Liability Company ("Franchisor") and ___________________, a ________ ____________ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Waivers Not Required. Notwithstanding any provision of the Agreement to the contrary, Franchisee is not required to assent to a release, assignment, novation, waiver or estoppel which would relieve Franchisor or any other person from any duty or liability imposed by New York General Business Law, Article 33.

3. Waivers of New York Law Deleted. Any condition, stipulation, or provision in the Agreement purporting to bind Franchisee to waive compliance by Franchisor with any provision of New York General Business Law, or any rule promulgated thereunder, is hereby deleted.

4. Governing Law. Notwithstanding any provision of the Agreement to the contrary, the New York Franchises Law shall govern any claim arising under that law.

5. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:	FRANCHISEE:
CASTLE ROCK HORMONE HEALTH FRANCHISE SYSTEMS, LLC	______________________________
By: ___________________________	By: ___________________________
Name: _________________________	Name: _________________________
Title: __________________________	Title: __________________________
Date: __________________________	Date: __________________________

NORTH DAKOTA RIDER TO FRANCHISE AND MULTI-UNIT DEVELOPMENT AGREEMENT

This Rider amends the Franchise and Multi-Unit Development Agreement dated __________________ (the "Agreement"), between Castle Rock Hormone Health Franchise Systems, LLC, a Florida Limited Liability Company ("Franchisor") and ___________________, a ________ ____________ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Amendments. The Agreement (and any Guaranty Agreement) is amended to comply with the following:

(1) Restrictive Covenants: Every contract by which Franchisee, any Guarantor, or any other person is restrained from exercising a lawful profession, trade, or business of any kind is subject to NDCC Section 9-08-06.

(2) Situs of Arbitration Proceedings: Franchisee and any Guarantor are not required to agree to the arbitration of disputes at a location that is remote from the site of Franchisee's business.

(3) Restrictions on Forum: Franchisee and any Guarantor are not required to consent to the jurisdiction of courts outside of North Dakota.

(4) Liquidated Damages and Termination Penalties: Franchisee is not required to consent to liquidated damages or termination penalties.

(5) Applicable Laws: The Agreement (and any Guaranty Agreement) is governed by the laws of the State of North Dakota.

(6) Waiver of Trial by Jury: Franchisee and any Guarantor do not waive a trial by jury.

(7) Waiver of Exemplary and Punitive Damages: The parties do not waive exemplary and punitive damages.

(8) General Release: Franchisee and any Guarantor are not required to sign a general release upon renewal of the Agreement.

(9) Limitation of Claims: Franchisee is not required to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

(10) Enforcement of Agreement: The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:

CASTLE ROCK HORMONE HEALTH FRANCHISE SYSTEMS, LLC

By: ___________________________
Name: _________________________
Title: _________________________
Date: _________________________

FRANCHISEE:

____

By: ___________________________
Name: _________________________
Title: _________________________
Date: _________________________

RHODE ISLAND RIDER TO FRANCHISE AND MULTI-UNIT DEVELOPMENT AGREEMENT

This Rider amends the Franchise and Multi-Unit Development Agreement dated __________________ (the "Agreement"), between Castle Rock Hormone Health Franchise Systems, LLC, a Florida Limited Liability Company ("Franchisor") and ___________________, a ________ ____________ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Jurisdiction and Venue. Any provision of the Agreement restricting jurisdiction or venue to a forum outside the State of Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under Rhode Island Franchise Investment Act.

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:	FRANCHISEE:
CASTLE ROCK HORMONE HEALTH FRANCHISE SYSTEMS, LLC	______________________________
By: ___________________________	By: ___________________________
Name: _________________________	Name: _________________________
Title: __________________________	Title: __________________________
Date: __________________________	Date: __________________________

WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT
AND
RIDER TO FRANCHISE AND MULTI-UNIT DEVELOPMENT AGREEMENT

The state of Washington has a statute, RCW 19.100.180 which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitation period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Agreed to by:

FRANCHISOR:	FRANCHISEE:
CASTLE ROCK HORMONE HEALTH FRANCHISE SYSTEMS, LLC	______________________________
By: ___________________________	By: ___________________________
Name: _________________________	Name: _________________________
Title: __________________________	Title: __________________________
Date: __________________________	Date: __________________________

EXHIBIT K

MANAGED SERVICES ADDENDUM TO FRANCHISE AGREEMENT

CASTLE ROCK HORMONE HEALTH MANAGED SERVICES ADDENDUM TO FRANCHISE AGREEMENT

This **MANAGED SERVICES ADDENDUM TO FRANCHISE AGREEMENT** ("Addendum") is made effective as of ____________________, 20___, by and between Castle Rock Hormone Health Franchise Systems, LLC, a Florida limited liability company ("Franchisor"), and the following franchisee ("Franchisee"):

Name of Franchisee:
Form of Franchisee:

Corporation formed in the state of
Limited liability company formed in the state of
Partnership formed in the state of
Individual residing in the state of

RECITALS

A. Franchisor and Franchisee have entered into that certain Franchise Agreement, dated as of ____________________, 20___ (the "Franchise Agreement"), pursuant to which Franchisor has granted Franchisee the right to operate a Castle Rock Hormone Health Franchised Business (as defined therein).

B. The Franchised Business will be located in a jurisdiction that adheres to the corporate practice of medicine doctrine as applied to healthcare services ("CPOM").

C. Franchisee desires to operate its Franchised Business by contracting to provide management, administrative, marketing, technology, and facility-based services, pursuant to a management services agreement or similar arrangement prepared by Franchisee (the "MSA"), to a professional corporation, limited liability company, or partnership (a "Practice Entity") licensed and authorized to provide hormone optimization therapy, with additional services including medically supervised weight loss, growth hormone peptide therapy, shockwave therapy for erectile dysfunction/optimization, and erectile dysfunction medications, products and services through Licensed Providers in the state in which the Franchised Business is located or operates. The Castle Rock Hormone Health clinic that is owned and operated by the Practice Entity and managed by the Franchisee pursuant to the MSA and using the System of Operation and Names and Marks is referred to in this Addendum as the "Clinic."

D. Franchisor and Franchisee mutually desire to amend and supplement the terms of the Franchise Agreement pursuant to the terms and conditions provided in this Addendum.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Franchisor and Franchisee hereby agree as follows:

1. **Definitions**. Capitalized terms used but not defined in this Addendum have the meanings ascribed thereto in the Franchise Agreement.

2. **CPOM Compliance**. Franchisee agrees that its operation of the Franchised Business must be, in all respects, compliant with applicable law, including, but not limited to, the application of the CPOM, and that Franchisee and the Practice Entity are solely responsible for compliance with all applicable laws. In its operation of the Franchised Business, Franchisee shall cause the Practice Entity and the Licensed Providers to take no actions in contravention of Franchisee's obligations under the Franchise Agreement.

(a) **PE Agents**. Within thirty (30) days of the date of this Addendum, Franchisee shall submit to Franchisor full and complete information about the owners, Licensed Providers, and employees of the Practice Entity ("PE Agents"), and such other licensure or other information about the Practice Entity and its PE Agents as Franchisor may reasonably request. Franchisor will approve or reject each PE Agent, in its sole discretion, within thirty (30) days of its receipt of such information and Franchisee's request for such approval. If Franchisor does not approve of the PE Agents, Franchisee shall propose different PE Agents for Franchisor's approval. The Franchise Agreement may be terminated by Franchisor if Franchisee has not obtained Franchisor's approval of the PE Agents on or before the date that is one hundred twenty (120) days after the date of this Addendum.

(b) **MSA**. Upon obtaining Franchisor's approval of the PE Agents, Franchisee shall enter into a MSA with a Practice Entity approved by Franchisor; provided, however, Franchisor's approval of the form and content of the MSA is required prior to Franchisee entering into the MSA, which approval Franchisor may withhold and/or condition in its sole discretion. In consideration of Franchisor's cost and expense in reviewing the MSA, Franchisee shall pay Franchisor its current "Management Agreement Review Fee", not to exceed One Thousand Dollars ($1,000.00). The Management Agreement Review Fee shall be deemed to have been earned by Franchisor upon execution of this Addendum, and shall not be refundable. After such approval of the form and content of the MSA by Franchisor, Franchisee shall not agree to amend or modify the MSA, without the Franchisor's express written approval, which may be withheld or conditioned in its sole and absolute discretion. Franchisor makes no representation or warranty as to the enforceability of any MSA, or whether any MSA meets the legal requirements of the jurisdiction in which Franchisee and the Practice Entity do business. Franchisee acknowledges and agrees that it is Franchisee's and the Practice Entity's responsibility to ensure the MSA meets all laws and regulations applicable to the Franchised Business and Clinic.

(c) **Management Services**. Franchisee's operation of the Franchised Business shall consist of managing the Clinic pursuant to an approved form of MSA between Franchisee and an approved Practice Entity. The foregoing shall be included in the definition of "Franchised Business". Pursuant to the MSA, Franchisee shall provide the Practice Entity with management, administrative, marketing, technology, and facility-based services, but not hormone optimization therapy, with additional services including medically supervised weight loss, growth hormone peptide therapy, shockwave therapy for erectile dysfunction/optimization, and erectile dysfunction medications products, services, or advice, or judgment, in a manner consistent with the System of Operation and all applicable laws (including CPOM), and the Practice Entity shall retain exclusive authority and discretion to direct the medical, professional, and ethical aspects of the healthcare practice at the Clinic.

(d) **Organizational Documents**. Franchisee's organizational documents, bylaws, operating agreement, or partnership agreement, as applicable, as well as the organizational documents, bylaws, operating agreement, or partnership agreement of the Practice Entity, shall restrict the issuance and transfer of any ownership interests in Franchisee and the Practice Entity, and all certificates and other documents representing ownership interests in Franchisee or the Practice Entity shall bear a legend referring to this Addendum's and the Franchise Agreement's restrictions.

3. **Practice Entity Statement of Ownership and Management**. Upon approval of the Practice Entity, Franchisee shall complete the Practice Entity Statement of Ownership and Management attached hereto with respect to the approved Practice Entity. Franchisee shall immediately notify Franchisor of any change in any of the information in the Practice Entity Statement of Ownership and Management last submitted to Franchisor. Further, upon request of Franchisor, Franchisee shall provide Franchisor with an updated Practice Entity Statement of Ownership and Management. Unless otherwise permitted by applicable law, the Practice Entity must be wholly owned by one (1) or more Licensed Providers.

4. **Renewal Conditions**. Section 2(b) of the Franchise Agreement is hereby amended to add the following subsection (9):

(9) entered into an approved form of MSA between Franchisee and the Practice Entity for the renewal term of this Franchise and Franchisee shall ensure the maintenance by the Practice Entity, the owners of the Practice Entity, and Licensed Providers providing services on behalf of the Practice Entity of unrestricted license(s) to practice healthcare services or the administration of medicine within the jurisdiction in which the Clinic is located, and the maintenance of such qualifications during the entirety of the Term of the Franchise and renewal thereof.

5. **Clinic Location and Construction; Marketing and Promotion**. The references to the requirements and obligations of Franchisee with respect to the Franchised Business set forth in Sections 3 and 6 of the Franchise Agreement refer to the Clinic, and the site selection and location, leasing, design and construction, furnishing, opening, altering and remodeling, and marketing and promotion of the Clinic.

6. **Forms**. Section 8(h) of the Franchise Agreement is hereby replaced with the following:

(h) **Forms**. Franchisor may provide to Franchisee various example forms Franchisee may use in the operation of the Franchised Business and Clinic, including payment forms, enrollment forms, intake forms, consent forms, and templates. Franchisee shall ensure that the Practice Entity and Clinic not provide services to a minor unless and until the minor's parent or guardian signs a form. Franchisor makes no representation or warranty as to the enforceability of any contracts or other forms for use in the Franchised Business or Clinic, or whether any such forms meet the legal requirements of the jurisdiction in which Franchisee or the Practice Entity does business. Franchisee acknowledges that it is Franchisee's responsibility to modify such forms to meet all laws and regulations applicable to the Franchised Business and Clinic and to use no contract that does not comply with applicable law. Franchisor may from time to time update the forms provided to Franchisee. Upon provision of an updated form to Franchisee, Franchisee shall, and Franchisee shall cause the Practice Entity to, immediately discontinue use of any prior version and only use the new version of the form on a going forward basis.

7. **Operation of the Franchised Business and Clinic**. Section 9 of the Franchise Agreement is hereby replaced with the following:

OPERATION OF THE FRANCHISED BUSINESS AND CLINIC

(a) **Commencement of Operation**. Franchisee may not commence operation of the Franchised Business, and shall ensure that the Practice Entity not commence operation of the Clinic, until Franchisee has satisfied all conditions set forth in this Agreement required to be satisfied by Franchisee or the Practice Entity prior to opening the Franchised Business and Clinic, including successful completion of the Initial Training Program and obtaining all licenses, permits, credentialing, and certifications necessary to operate the Franchised Business and Clinic, and Franchisor has provided Franchisee with written certification of the completion of all such conditions. Franchisee shall ensure that the Franchised Business and the Clinic commence operation on or before the "Required Opening Date" set forth on the Rider.

(b) **Management of the Franchised Business; Owners**. Franchisee shall, and shall cause the Practice Entity to, employ at least one (1) clinic director who is responsible for the general operation of each of the Franchised Business and Clinic ("Director"). Notwithstanding the foregoing, Franchisee and the Practice Entity shall at all times be held responsible for the day-to-day operation and management of the Franchised Business and Clinic. At the time this Agreement is executed by Franchisee, Franchisee shall also complete the Statement of Ownership and Management attached hereto, and, if Franchisee is a corporation, partnership, or limited liability company, each owner of Franchisee as of the date hereof, as well as any future owners of Franchisee, must sign Franchisor's then-current Guaranty at the time such individual becomes an owner of Franchisee. Franchisee shall immediately notify Franchisor of any change in any of the information in the Statement of Ownership and Management last submitted to Franchisor. Further, upon request of Franchisor, Franchisee shall provide Franchisor with an updated Statement of Ownership and Management.

(c) **Personnel**. Franchisee shall, or shall cause the Practice Entity to, hire all personnel of the Franchised Business and Clinic, and Franchisee and the Practice Entity, as applicable, shall be exclusively responsible for the terms of their relationships with such personnel, including compensation, education and training, licensure and certification, discipline, and termination. Furthermore, Franchisee shall require each Director, as a condition to their employment, and the Practice Entity to enter into a noncompetition and confidentiality agreement, enforceable by Franchisor, restricting the disclosure of confidential information and competition with Franchisee and Franchisor to the same extent as Franchisee is restricted under this Agreement. If there is a violation of such agreements, Franchisee shall take all action necessary to enforce such agreement. If Franchisee fails to enforce such agreement, it shall be liable to Franchisor for any damages, costs, and losses suffered by Franchisor, including any attorneys' fees Franchisor may incur if it elects to attempt to enforce that agreement on Franchisee's behalf. In such event, Franchisee shall execute all documents reasonably requested by Franchisor in connection with such enforcement attempt. Franchisee shall provide Franchisor an executed copy of each such agreement immediately upon execution by Franchisee, a Director, and the Practice Entity.

Franchisee shall post a notice in the Clinic, conspicuous to Franchisee's and the Practice Entity's employees, notifying such employees that they are employees of Franchisee or the Practice Entity and not of Franchisor. Franchisee shall also obtain from each of its personnel an acknowledgment signed by such personnel providing that such individual understands, acknowledges, and agrees that he or she is an employee of Franchisee or the Practice Entity and not Franchisor and that such individual shall look solely to Franchisee or the Practice Entity for his or her compensation and for all other matters related to their relationship with Franchisee or the Practice Entity.

(d) **Training**. Franchisee shall provide all staff members working at the Franchised Business or Clinic, including all Licensed Providers, a training program meeting Franchisor's requirements. Franchisee shall also provide such other periodic training to such individuals as is required by Franchisor. Franchisee shall provide to Franchisor, upon Franchisor's request, a certification that all of such individuals have successfully completed the training programs.

(e) **Maintenance of High Quality Service**. Franchisee shall utilize its best efforts, skill, and diligence to ensure that Franchisee and Franchisee's and the Practice Entity's employees, contractors, and agents establish and maintain high quality service to all doing business with the Franchised Business and Clinic. At all times, Franchisee shall, and Franchisee shall ensure that the Practice Entity, conduct its business in a manner that will preserve and enhance the goodwill associated with the Names and Marks. Franchisee shall not, and Franchisee shall ensure that the Practice Entity not, offer any products and services through the Franchised Business or Clinic that are not approved by Franchisor, and all Licensed Providers must be properly licensed to provide the products and services offered through the Franchised Business or Clinic, all of which must meet Franchisor's standards and specifications. Franchisee shall not, and Franchisee shall ensure that the Practice Entity not, use the Franchised Business or Clinic to operate any business, or offer any products or services, that have not been approved by Franchisor.

(f) **Compliance with Specifications and Procedures**. Franchisee acknowledges that the Confidential Manual(s) are designed to protect Franchisor's standards and System of Operation, and the Names and Marks, and not to control the day-to-day operation of the business or the administration of medical or health products or services or to control or influence the independent medical judgment of any Licensed Providers. Franchisee shall, and Franchisee shall ensure that the Practice Entity, comply with all rules, regulations, and directives specified by Franchisor as well as all mandatory standards, specifications, and procedures contained in the Confidential Manual(s), as amended from time to time, and shall adopt and adhere to the policies of Franchisor. Franchisor specifically reserves the right to modify or change such rules, regulations, and directives.

(g) **Internet Usage**. Franchisee must subscribe, at Franchisee's expense, to an Internet service provider or other electronic communication provider or service and obtain and use, at Franchisee's expense, and in the manner and form and meeting such minimum standards as Franchisor may approve or require, computer equipment, operating software, communication services, and other electronic and computer systems, and the like, for communicating, reporting, and other operations of the Franchised Business and Clinic. Franchisor shall have independent access to all of Franchisee's computer systems, excluding any employment records and patient records containing personal health information. Franchisor may require that any and all communications between Franchisee and Franchisor be made through the Internet or such other electronic medium as Franchisor may designate, and Franchisee may be required to access the Internet or other electronic information on a regular basis to obtain full benefit of the System of Operation. Franchisee shall maintain a working email address to communicate with Franchisor. Franchisor is not liable for any damage to Franchisee including lost profits, which occur as a result of any outage or delay related to electronic transmission of information, whether by the Internet or otherwise, or as a result of Franchisee's failure to access the information. Franchisor may, in its sole discretion, make use of any information furnished by it to Franchisee in the conduct of its business, excluding any employment records and patient records containing personal health information.

(h) **Upgrades**. Notwithstanding anything set forth in this Agreement to the contrary, Franchisor may require Franchisee to upgrade any technology used by Franchisee or the Practice Entity in the Franchised Business and Clinic at any time and without regard to any expenditure limitations. Additionally, there shall be no limit on Franchisor's right to require Franchisee to replace the computer systems, to replace or upgrade hardware or software used by Franchisee or the Practice Entity in the Franchised Business and Clinic, or to require Franchisee to purchase additional hardware or software that Franchisor may select for use in the Franchised Business and Clinic.

(i) **Provision of Information**. Franchisee acknowledges and agrees that any and all information provided to Franchisee or the Practice Entity by Franchisor under this Agreement may be provided in such manner and by such media as Franchisor may determine, including, without limitation, by electronic and/or computer means. Franchisee also specifically agrees Franchisor may communicate with Franchisee by fax, email, or other electronic communications.

(j) **Franchisee Control of the Franchised Business**. Franchisee acknowledges that it is responsible for the day-to-day operation of its Franchised Business, and that Franchisee and the Practice Entity are responsible for the day-to-day operation of the Clinic, including hiring; setting the conditions of employment; supervising, discipline, and termination of all personnel; purchases (or leases) and maintenance of equipment and supplies; maintenance of employment records; daily maintenance, safety, security, and the achievement of compliance with the System of Operation; and the provision of health or medical products and services and the exercise of medical judgment (by the Practice Entity as provided in Section 9(k)). Franchisor's ability to approve certain matters, to inspect the Franchised Business and Clinic and its operations, and to enforce its rights, exists only to the extent necessary to protect its interest in the System of Operation and the Names and Marks. Neither the retention nor the exercise of these rights is for the purpose of establishing any control, or the duty to take control, over those matters that are clearly reserved to Franchisee or the Practice Entity. Franchisee's employees and the Licensed Providers are not Franchisor's agents or employees and Franchisor is not a joint employer of these individuals. Franchisee is solely responsible for performing all administrative functions at the Franchised Business and Clinic, including payroll and providing workers' compensation insurance. Franchisee acknowledges that it is not economically dependent on Franchisor, and that Franchisor does not provide facilities, equipment, or house or transport Franchisee's employees or provide to Franchisee's employees tools or materials required for Franchisee's employees to perform services for Franchisee.

(k) **Independent Medical Judgment**. Notwithstanding Franchisor's right to require Franchisee to operate its Franchised Business and manage the Clinic in accordance with the System of Operation, and the standards set from time to time by Franchisor, Franchisor and Franchisee recognize that the practice of healthcare is a profession requiring independent judgment, skill, and training and is governed by federal, state, and local laws and regulations. By granting Franchisee a Franchise, Franchisor is not engaging in the practice of medicine, hormone optimization therapy, with additional services including medically supervised weight loss, growth hormone peptide therapy, shockwave therapy for erectile dysfunction/optimization, and erectile dysfunction medications, or any other profession that requires specialized training, licensure, or certification. Franchisee must not, and Franchisee shall ensure that the Practice Entity not, engage in the practice of medicine, hormone optimization therapy, with additional services including medically supervised weight loss, growth hormone peptide therapy, shockwave therapy for erectile dysfunction/optimization, and erectile dysfunction medications, or any other profession that requires specialized training, licensure, or certification unless properly trained, licensed, and certified. This Agreement will not interfere, affect, or limit the independent exercise of medical judgment by the Licensed Providers at the Clinic. Franchisor does not interfere, affect, or limit the independent exercise of medical judgment by the Licensed Providers. However, Franchisee must, and Franchisee shall ensure that the Practice Entity, adhere to all applicable laws including any state standards on related healthcare services. Franchisee acknowledges and agrees that it is not authorized and shall not engage in the practice of medicine, hormone optimization therapy, with additional services including medically supervised weight loss, growth hormone peptide therapy, shockwave therapy for erectile dysfunction/optimization, and erectile dysfunction medications at any time, and, to the extent required by CPOM in the jurisdiction in which the Clinic is located, the Practice Entity shall retain exclusive authority and discretion to direct the medical, professional, and ethical aspects of the healthcare services practice at the Clinic.

Any inconsistency between the standards of the System of Operation or the advice of Franchisor, on the one hand, and any legal requirement, on the other hand, is inadvertent and not an effort to cause Franchisee or the Practice Entity to deviate from such legal requirements or the proper practice of its profession. Therefore, Franchisor and Franchisee understand and agree that (1) in all cases, lawful, regulatory requirements take precedence over any inconsistent advice, counsel, or other guidance offered by Franchisor as well as any inconsistent standards Franchisor may prescribe; (2) no business advice given by Franchisor nor any standard Franchisor prescribes or recommends shall be taken as advice in respect of the practice of the profession of hormone optimization therapy, with additional services including medically supervised weight loss, growth hormone peptide therapy, shockwave therapy for erectile dysfunction/optimization, and erectile dysfunction medications, as defined by law; and (3) in any case in which Franchisee believes that Franchisor's advice or standards contravene the practice of the profession of hormone optimization therapy, with additional services including medically supervised weight loss, growth hormone peptide therapy, shockwave therapy for erectile dysfunction/optimization, and erectile dysfunction medications or any legal requirements of that practice, Franchisee will notify Franchisor, orally and in writing, immediately.

(l) **Taxes**. Franchisee shall promptly pay when due all taxes levied or assessed by reason of its operation and performance under this Agreement. Franchisee further shall secure and pay premiums on a workers' compensation policy covering all of its employees and, if applicable, shall pay all state unemployment taxes, state sales taxes, and all other taxes and expenses of operating the Franchised Business. In the event of any bona fide dispute as to the liability for any taxes assessed against Franchisee, Franchisee may contest the validity or amount of the tax in accordance with procedures of the taxing authority. In no event, however, shall Franchisee permit a tax sale or seizure by levy of execution or similar writ or warrant to occur against the Franchised Business or Clinic, or any part thereof.

(m) **Programs**. Franchisee must, and Franchisee shall ensure that the Practice Entity, participate in, comply with all terms and conditions of, and pay all charges related to, all programs Franchisor may require Franchisee or the Practice Entity to participate in from time to time. The terms and conditions of any such programs, as well as the programs themselves, may be modified or terminated at any time by Franchisor in its sole and absolute discretion.

(n) **Compliance with Laws**. Franchisee shall, and Franchisee shall ensure that the Practice Entity, comply with all laws and regulations applicable to its Franchised Business and Clinic, including all zoning laws, licensing and permitting requirements, corporate practice of medicine laws, the Health Insurance Portability and Accountability Act of 1996, or HIPAA, the Health Information for Economic and Clinical Health Act, or HITECH, anti-kickback laws (including the Federal Medicare Anti-Kickback law and state Medicaid laws concerning reimbursement for services for those who participate in Medicaid), prohibitions on fee splitting and self-referral restrictions (including the federal "Stark Law" and similar state laws), payment systems for medical benefits available to individuals through private insurance and government resources (including Medicare and Medicaid), and the Americans With Disabilities Act. Without limiting the foregoing, all Licensed Providers and other persons offering hormone optimization therapy, with additional services including medically supervised weight loss, growth hormone peptide therapy, shockwave therapy for erectile dysfunction/optimization, and erectile dysfunction medications products or services at the Clinic must be properly licensed under all applicable laws and regulations.

8. **Clients**. Franchisee acknowledges and agrees that references to "clients" and "patients" in the Franchise Agreement shall refer to clients or patients of the Clinic.

9. **Names and Marks**. Subject to the terms and conditions of this Addendum, the Franchise Agreement and Confidential Manual(s), Franchisor hereby grants Franchisee the right to grant a sublicense to the Names and Marks to the Practice Entity solely in connection with the operation of the Clinic by the Practice Entity. Such sublicense shall be set forth in the MSA or addendum thereto and shall, among other things: (a) not exceed the scope of Franchisee's limited rights to use the Names and Marks granted under the Franchise Agreement; (b) terminate immediately upon termination or expiration of the Franchise Agreement; (c) require that Franchisor review and approve the Practice Entity's use of the Names and Marks prior to such use; (d) prohibit the Practice Entity from using the Names and Marks in any manner for which it is not appropriately

licensed or otherwise qualified under applicable law; and (e) include the terms and conditions of Section 10 of the Franchise Agreement.

10. **Furniture, Fixtures, and Equipment; Supplies and Services**. The references to the requirements and obligations of Franchisee set forth in Section 11 of the Franchise Agreement refer to the Clinic, and the maintenance of the Clinic facilities and equipment utilized by the Clinic; the sourcing and specifications of the Clinic's furniture, fixtures, and equipment, design and décor, branded items and signage, computer hardware and software, technology and security systems, payment processing services, products Franchisee purchases for use or sale at the Clinic, insurance, and advertising and marketing materials; and the products and services offered through the Clinic.

11. **Information, Reports, Inspections, and Audits**. Section 12 of the Franchise Agreement is hereby replaced with the following:

INFORMATION, REPORTS, INSPECTIONS, AND AUDITS

(a) **Books and Records; Financial Reports**. Franchisee shall, and Franchisee shall cause the Practice Entity to, maintain their respective books and records in the manner reasonably required by Franchisor. Franchisee shall provide Franchisor with such financial and sales information relating to the business of Franchisee and the Practice Entity as from time to time may be reasonably required by Franchisor. Franchisee shall provide to Franchisor such monthly and/or annual financial reports as Franchisor may specify regarding Franchisee, the Practice Entity, the Franchised Business, or the Clinic. The financial and sales information shall be delivered to Franchisor, at the time, in the form and by the means of communication authorized by Franchisor. Franchisor may use such financial information in any manner and for any purpose it, in its sole and absolute judgment, deems appropriate. Franchisor has the right to share any such financial information and other information Franchisee provides to Franchisor with other Castle Rock Hormone Health franchisees and to publicly disclose and include Franchisee's and the Practice Entity's financial information in Franchisor's franchise disclosure document. Except for the foregoing rights, Franchisor will keep such financial information confidential, unless the information is: (1) requested by tax authorities; or (2) used as part of a legal proceeding. Franchisee, and if Franchisee is a limited liability company, corporation, or partnership, the owners of Franchisee, shall also submit to Franchisor, upon request, copies of their annual federal, state, and city income and sales tax returns, if any.

(b) **Audit Rights**. Franchisor shall have the right to audit or cause to be audited the sales reports and financial statements delivered to Franchisor, and the books, records, and sales and income tax returns of Franchisee and the Practice Entity, and if Franchisee is a limited liability company, corporation, or partnership, the owners of Franchisee, excluding any employment records. If any audit discloses that Franchisee or the Practice Entity has failed to pay to Franchisor any fees owed Franchisor (including as a result of an underreporting of Collected Revenue or the number of Qualified Clinicians or Qualified Prescribers in any period), Franchisee, within ten (10) days of receipt of the audit report, shall pay to Franchisor the fees and other amounts due Franchisor, plus late payment charges from the due date at the maximum rate permitted by law, not to exceed one and one-half percent (1.5%) per month. In addition, if the audit discloses the existence of

any underpayment of any fees due to Franchisor (including as a result of an underreporting of Collected Revenue or the number of Qualified Clinicians or Qualified Prescribers in any period), Franchisee shall reimburse Franchisor for the cost of the audit, including the charges of any independent accountant and the travel expenses, lodging, and compensation of persons employed by Franchisor to make the audit. Franchisee shall cause the Practice Entity to cooperate with any such audit request of the Clinic, the Practice Entity, or any PE Agent.
(c) **Inspection Rights**. Franchisee shall permit Franchisor and its representatives, whenever Franchisor reasonably may deem necessary, during normal business hours, to enter, remain on, and inspect the Franchised Business and Clinic. Franchisee shall cause the Practice Entity to cooperate with any such inspection of the Clinic.
(d) **Ownership of Information**. All information Franchisor obtains from Franchisee or the Practice Entity or about or related to the Franchised Business or Clinic (collectively, the "Information"), and all revenues Franchisor derives from such Information, shall be Franchisor's property, excluding any employment records and patient records containing personal health information (which shall belong solely to and be the responsibility of Franchisee or the Practice Entity, as applicable). Franchisee may use information that it acquires from third parties in operating the Franchised Business at any time during the Term of the Franchise to the extent lawful and at its sole risk and responsibility, but only in connection with operating the Franchised Business for the purposes hereunder. The Information (except for information Franchisee provides to Franchisor with respect to it and its affiliates) shall become the confidential information of Franchisor, which Franchisor may use for any reason it deems necessary or appropriate. Franchisee and Franchisor shall comply with all applicable laws pertaining to the privacy and security of personal information, including, without limitation, local, regional, and national requirements applicable to the Franchised Business.

12. **Confidentiality and Improvements**. Section 14 of the Franchise Agreement is hereby replaced with the following:
(a) **Maintenance of Confidence**. Franchisee acknowledges that all of the information it has now or obtains in the future concerning the System of Operation, including the Confidential Manual(s), and the concepts and methods of promotion franchised hereunder, is derived from Franchisor pursuant to this Agreement, and that such information will be treated in confidence and shall only be used for the purposes of operating a Franchised Business and the Clinic as set forth in this Agreement. Franchisee agrees never to, directly or indirectly, engage in or abet the misappropriation (as the term "misappropriation" is defined in the Minnesota Uniform Trade Secrets Act, Minn. Stat. Ch. 325C), or the disclosure, divulgence, or distribution of all or any part of the System of Operation and the concepts and methods of promoting Franchises hereunder. Franchisee may disclose to the Practice Entity only that portion of such confidential information necessary to permit the Practice Entity to operate the Clinic during the Term of the Franchise; provided, however, that Franchisee enters into a confidentiality agreement with the Practice Entity that requires the Practice Entity to exercise its best efforts to preserve and not disclose or misuse any information disclosed by Franchisor to Franchisee, and Franchisee shall remain jointly and severally liable for the Practice Entity's confidentiality obligations hereunder.
(b) **Improvements**. If Franchisee, the Practice Entity, or any PE Agent, during the Term of the Franchise, conceives or develops any improvements or additions to the System of Operation, new trade names, trade and service marks and other commercial symbols related to the Franchised Business or the Clinic, or any advertising, promotion, or marketing ideas related to

the Franchised Business or the Clinic ("Improvements"), Franchisee shall fully disclose the Improvements to Franchisor without disclosure of the Improvements to others and shall obtain Franchisor's written approval prior to the use of such Improvements by Franchisee, the Practice Entity, or any PE Agent. Any such Improvement approved by Franchisor may be used by Franchisor and all other franchisees of Franchisor without any obligation to Franchisee, the Practice Entity, or any PE Agent for royalties or similar fees. Franchisee shall assign to Franchisor, and hereby does assign to Franchisor, and Franchisee agrees to procure an assignment from the Practice Entity and any PE Agent of, and without charge, all rights to such Improvements, together with the goodwill associated with the Improvements and the right to grant sublicenses to any such Improvements. Franchisor, at its discretion, may make application for and own copyrights, trade names, trademarks, and service marks relating to any such Improvements. Franchisor also may consider such Improvements as the property and trade secrets of Franchisor. Franchisor shall authorize Franchisee to utilize any Improvement authorized generally for use by other franchisees.

13. **Termination by Franchisor**. The references to "Franchisee" and "Franchised Business" in Section 19(a) of the Franchise Agreement shall be replaced with "Franchisee or the Practice Entity" and "Franchised Business or Clinic", respectively; provided, however, that any notices required to be delivered by Franchisor under Section 19(a) of the Franchise Agreement shall only be required to be delivered to Franchisee (and not the Practice Entity). Section 19(a) of the Franchise Agreement is hereby amended to add the following subsection (16):
(16) Is in breach or default of the MSA and such failure continues for thirty (30) days after notice to Franchisee, or if the MSA terminates or expires for any reason and Franchisee fails to enter into a new MSA, subject to Franchisor's approval, within thirty (30) days after notice to Franchisee.

14. **Franchisee Indemnification**. Section 21(b) of the Franchise Agreement is hereby replaced with the following:
(b) **Franchisee Indemnification**. Franchisee agrees to indemnify Franchisor against, and to reimburse Franchisor for, all obligations and damages for which Franchisor is liable and for all costs reasonably incurred by Franchisor in the defense of any such claim brought against it, or in any such action in which it is named as a party, arising out of any act or omission of Franchisee, the Practice Entity, or any of their personnel or contractors, or as a result of any activities occurring at, by, or through the Franchised Business or Clinic, including the Franchised Business or Clinic, it's operation, design, or construction, or otherwise, the exercise of medical judgment or care, the sale or provision of any products or services, the hiring of any healthcare professionals, or prescribers or other employees or contractors, licensing, permitting, and certification, and any advertising conducted by Franchisee or the Practice Entity. Such indemnification shall include reasonable attorneys' fees, costs of investigation or proof of facts, court costs, other litigation expenses, and travel and living expenses (collectively, "Costs"). Franchisor shall have the right to defend any such claim against it.

15. **Practice Entity Compliance**. Franchisee acknowledges and agrees that in its operation of the Franchised Business and management of the Clinic pursuant to the MSA, Franchisee shall, and cause the Practice Entity to, comply with, and to take no actions that cause Franchisee's non-compliance with, all applicable requirements set forth and described in the Franchise Agreement,

as if the Practice Entity and the Clinic were the Franchisee and the Franchised Business, respectively, pursuant to the Franchise Agreement. Franchisee shall cause the Practice Entity to take no actions in contravention of Franchisee's obligations pursuant to the Franchise Agreement. The MSA shall include Franchisor's right to enforce its rights in the Names and Marks, Confidential Manual(s) and the Franchise and indicate that Franchisor is a third party beneficiary and entitled to enforce the terms and conditions of the MSA. Notwithstanding any MSA, Franchisee shall remain primarily liable to Franchisor for all of Franchisee's duties and obligations contained in the Franchise Agreement. Any act or omission of the Practice Entity that would be a breach or default of the Franchise Agreement if committed or omitted by the Franchisee will be deemed a breach or default by the Franchisee. The MSA shall contain a right of termination by Franchisee for the Practice Entity's breach or default of any terms or conditions of the MSA that is also set forth in substance in the Franchisee Agreement, which breach or default would constitute a breach or default of the Franchise Agreement if the Franchisee failed to comply therewith.

16. **Defaults**. Upon any material default of the Franchise Agreement, unless such default is cured, Franchisor reserves the right, in its sole discretion, to terminate this Addendum (without terminating the Franchise Agreement), in which case the terms and conditions of the Franchise Agreement shall control and remain in full force and effect, subject to its terms and conditions, as if not modified by this Addendum; provided, however, that this Section 16 shall not prohibit or restrict Franchisor's rights to terminate the Franchise Agreement as provided in the Franchise Agreement.

17. **No Transfer**. Neither this Addendum, nor Franchisee's rights hereunder, may be sold, assigned, or transferred by Franchisee, regardless of Franchisor's written consent to any direct or indirect sale, assignment, or transfer as defined under Section 16 of the Franchise Agreement, and this Addendum shall automatically terminate upon such sale, assignment, or transfer as defined under Section 16 of the Franchise Agreement (unless otherwise agreed by Franchisor).

18. **Effect on Franchise Agreement**. This Addendum shall terminate upon the termination or expiration of the earlier of the Franchise Agreement or MSA. The terms of this Addendum are expressly made subject to and governed by the Franchise Agreement. Except as specifically amended hereby or by any other Addendum thereto, the Franchise Agreement shall continue in full force and effect. In the event of a conflict between the terms of the Franchise Agreement and this Addendum, this Addendum shall control.

19. **Counterparts**. This Addendum may be executed in any number of counterparts, and may be executed and delivered via facsimile, email, or electronic process, confirmation, or transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Franchisor and Franchisee execute this Addendum effective as of the date hereof.

IF CORPORATION, LLC, OR PARTNERSHIP:

FRANCHISOR:
Castle Rock Hormone Health Franchise Systems, LLC

By:
Name:
Title:

FRANCHISEE:

By:
Name:
Title:

IF INDIVIDUAL:
FRANCHISEE:

Name:

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, 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 document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

STATE	EFFECTIVE DATE
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Castle Rock Hormone Health Franchise Systems, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If Castle Rock Hormone Health Franchise Systems, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (which are listed in Exhibit A).

The name, principal business address, and telephone number of each franchise seller offering the franchise is:

Name	Principal Business Address	Telephone Number
Castle Rock Hormone Health Franchise Systems, LLC	509 Wilcox St Ste 200 Castle Rock, CO 80104	(720) 769-6747

Issuance Date: May 9, 2026

I received a disclosure document dated May 9, 2026 that included the following Exhibits:

A. State Administrators and Agents for Service of Process	G. Brand Standards Manual Table of Contents
B. Franchise Agreement (with Guaranty and Non-Compete Agreement)	H. Current and Former Franchisees
C. Multi-Unit Development Agreement	I. State Addenda to Disclosure Document
D. Rider to Lease Agreement	J. State Addenda to Agreements
E. Form of General Release	K. Managed Services Addendum to Franchise Agreement
F. Financial Statements	

Signature: ____________________________
Print Name: ___________________________
Date Received: _________________________

Keep This Copy For Your Records

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Signature: ____________________________
Print Name: ___________________________
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Return This Copy To Us
Castle Rock Hormone Health Franchise Systems, LLC