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Department of
Business Oversight

FRANCHISE DISCLOSURE DOCUMENT



Crossing the Jordan Franchise Corporation,
a Delaware corporation
501 4th Street
Santa Rosa, CA 95401
Telephone (707) 322-5245
Email: dana@crossingthejordan.org
www.crossingthejordan.org

The franchise offered by Crossing the Jordan Franchise Corporation is for the operation of an upscale, trendy designer boutique that buys, sells and/or trades previously owned merchandise such as clothing for women, teens and children, accessories, shoes, household items, furniture and home décor under the "Crossing the Jordan™" name.

The total investment necessary to begin operation of a Crossing the Jordan™ franchise is from \$259,700 to \$449,000. This includes \$25,360 that must be paid to the franchisor.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient to you. To discuss the availability of disclosures in different forms, contact the Dana Bryant in the Franchise Department at 501 4th Street, Santa Rosa, CA 95401; Telephone (707) 322-5245.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "[A Consumer's Guide to Buying a Franchise](#)," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: February 26, 2018

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in **Exhibit A** for information about the franchisor or about franchising in your state.

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

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

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN DELAWARE. OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN DELAWARE THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT STATES THAT DELAWARE LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. YOUR SPOUSE MUST ALSO SIGN A PERSONAL GUARANTEE OR OTHER SPOUSAL CONSENT, WHICH MAKES YOUR SPOUSE INDIVIDUALLY LIABLE FOR YOUR FINANCIAL OBLIGATIONS UNDER THE AGREEMENT. THIS GUARANTEE WILL PLACE BOTH YOUR AND YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS AT RISK IF YOUR FRANCHISE FAILS.
4. CROSSING THE JORDAN FRANCHISE CORPORATION HAS LIMITED FINANCIAL RESOURCES WHICH MIGHT NOT BE ADEQUATE TO FUND ITS PRE-OPENING OBLIGATIONS TO EACH FRANCHISEE AND PAY OPERATING EXPENSES.
5. CROSSING THE JORDAN FRANCHISE CORPORATION HAS A LIMITED FRANCHISE OPERATING HISTORY TO ASSIST A PROSPECTIVE FRANCHISEE IN EVALUATING THIS INVESTMENT.
6. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We use the services of one or more **FRANCHISE BROKERS** or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of this franchise.

See the following state effective date summary page for state effective dates.

CROSSING THE JORDAN FRANCHISE CORPORATION

STATE EFFECTIVE DATE SUMMARY PAGE

The following states require that the disclosure document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, and Washington.

This disclosure document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

State	Effective Date
California	

**NOTICE REQUIRED
BY
STATE OF MICHIGAN**

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:

(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 PROTECTIONS 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 THE 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 SUBFRANCHISOR.

(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.

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.

ADDRESS FOR NOTICES TO THE MICHIGAN ATTORNEY GENERAL:

DEPARTMENT OF THE ATTORNEY GENERAL
CONSUMER PROTECTION DIVISION
FRANCHISE SECTION
G. MENNEN WILLIAMS BUILDING, 1ST FLOOR
525 W. OTTAWA STREET
LANSING, MI 48909
517-373-7117

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EXHIBITS

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ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Franchisor

The Franchisor is Crossing the Jordan Franchise Corporation ("**CJFC**"). For ease of reference, CJFC will be referred to as "us," "we", or "our." When we use "you" or "your" in this disclosure document, it means the person, partnership, limited liability company or corporation who buys the franchise. If you are a corporation, partnership, or limited liability company, certain provisions of this disclosure document also apply to your shareholders, partners, members and owners and their spouses as will be noted. If you are an individual, certain portions of this disclosure document also apply to your spouse as will be noted.

We are a Delaware corporation formed on June 14, 2017. We maintain our principal place of business at 501 4th Street, Santa Rosa, CA 95401. We conduct business under our corporate name and the trademark "**CROSSING THE JORDAN™**". Our agents for service of process are disclosed in Exhibit A to this disclosure document.

We began offering franchises as of February 26, 2018. We have not conducted a business of the type you will be operating and do not engage in any types of business activities other than franchising and providing services to our franchisees. However, our affiliate (identified below) operates Crossing the Jordan™ Boutiques similar to the one you will operate under the Franchise Agreement. We have not offered, nor do we currently offer, franchises in other lines of businesses.

Parents, Predecessors and affiliates

We have no parent.

Our affiliate, Crossing the Jordan Foundation, Inc., a California public benefit corporation (the "**Foundation**") was organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes on May 26, 2011. The Foundation's principal office is 501 Fourth Street, Santa Rosa, CA 95401. The Foundation owns and operates 2 Crossing the Jordan™ Boutiques, 5 thrift stores, 3 large facilities with over 60 residential beds for women and children and a 33,000 square foot corporate building and processing center. You may be required to purchase or lease products or services from the Foundation. The Foundation does not offer franchises in any line of business.

The Franchise

We offer franchises to qualified individuals and entities to develop and operate Buy-Sell-Trade Boutiques under a comprehensive system we and our predecessor developed (each an "**Crossing the Jordan™ Boutique**" or "**Boutique**"). Crossing the Jordan™ Boutiques are upscale, trendy designer Buy-Sell-Trade Boutiques that buy, sell and trade previously owned merchandise such as designer and off-brand clothing for women, teens and children, accessories, shoes, household items, furniture and home décor under the "Crossing the Jordan™" name. Crossing the Jordan™ Boutiques generally appeal to women of all ages who want to look great but not spend designer prices. In urban locations the primary market is young professional women between the ages of 30 and 45. In suburban locations the prevalent market is high school student and families with young children. Our current form of Franchise Agreement is attached as Exhibit B to this disclosure document.

A typical Crossing the Jordan™ Boutique occupies approximately 4,000 to 6,000 square feet of space that may be either owned or leased from a third party. All Buy-Sell-Trade Boutiques are designed to our specifications as to size, layout, décor and the like. Crossing the Jordan™ Boutiques are typically located in high visibility, high profile shopping centers with adequate parking.

Crossing the Jordan™ Boutiques operate under Trademarks (described below) and under distinctive business formats, including prescribed exterior and interior design, décor, color scheme and furnishings; uniform standards, specifications and procedures for operations; quality and uniformity of products and services offered; and advertising and promotional programs, all of which we may improve, further develop or otherwise modify from time to time (the "System"). We use, promote and license in the operation of a Crossing the Jordan™ Boutique the trademark "CROSSING THE JORDAN™", plus designs, artwork, trade dress, commercial symbols and e-names, all of which have gained and continue to gain public acceptance and goodwill ("Trademarks" or "Marks"). We may in the future create, use and license additional trademarks, service marks, logos, commercial symbols, e-names, designs, artwork and trade dress in conjunction with the operation of Crossing the Jordan™ Boutiques.

You will operate a Crossing the Jordan™ Boutique as an independent business unit utilizing the Mark, System, business concepts, support, guidance and materials developed by us. You will offer and provide products and services to the general public under the terms and conditions contained in the Franchise Agreement and our confidential operations manuals (the "System Standards Manuals") that will be loaned to you at the time of training. You must offer for sale all services, products, and merchandise we designate, unless you obtain our approval not to offer certain services, products or merchandise. You may not offer other services, merchandise or products without our prior written approval. Your Crossing the Jordan™ Boutique must at all times be compliant with our current proprietary standards as set forth in our System Standards Manual (the "System Standards").

Market and Competition

The general market in which you will operate your Crossing the Jordan™ Boutique will include customers who desire to buy, sell and/or trade previously owned merchandise such as clothing for women, teens and children, accessories, shoes, household items, furniture and home décor. The market for used merchandise is expanding as consumers recognize the value associated with previously owned items. The market for previously owned merchandise is well-developed and competitive. Your Crossing the Jordan™ Boutique will have to compete with other retail outlets selling previously owned merchandise, thrift shops, garage sales, estate sales and Internet websites. These competitors include (a) other national, regional and local retail stores, some of which have franchised operations, that provide similar products and services, (b) privately operated retail locations featuring similar products and services, (c) other businesses operated or franchised by us which do not use any of the Trademarks (if we choose to open any in the future), (d) private sellers advertising personally owned second-hand merchandise for sale, and (e) other businesses or franchises operated or franchised that use the Crossing the Jordan™ brand name, but only outside of your Protected Territory. We believe that competition will continue in this industry. Your ability to compete in your market will depend upon certain factors, including: the location of your Crossing the Jordan™ Boutique, the location of your competition, your financial and managerial capabilities, general economic conditions, and other factors.

Industry Regulations

You must comply with all laws, rules and regulations governing the operation of your Boutique, and obtain all permits and licenses necessary to operate the Boutique. Your Boutique may be subject to local statutes or regulations that govern second-hand dealers, including, but not limited to pawn shops. If applicable, these statutes and regulations may require that you report purchases of second-hand merchandise, hold certain purchased items for a specified period of time before re-selling them and post a bond with state or local governmental entities. You should check with your state and local government to find out if these types of statutes or regulations will apply to your franchise. Your Boutique will also be subject to various federal, state and local government regulations, including those relating to your location. You should investigate all of these laws. It is your sole responsibility to comply with them.

You must provide us with copies of any business registrations, licenses or permits you are required to obtain under applicable state and local laws in your jurisdiction.

ITEM 2

BUSINESS EXPERIENCE

Dana Bryant – CEO, President

Ms. Dana Bryant has been our Chief Executive Officer since our inception in June 2017. Ms. Bryant has also been the Vice President & Executive Director of the Foundation since May 2011.

Michael Bryant – Vice President

Mr. Michael Bryant has been our Vice President since our inception in June 2017. Mr. Bryant has also been the Chief Executive Officer of the Foundation since May 2011.

Emma Giomi - Franchise Manager

Ms. Emma Giomi has been our Franchise Manager since our inception in June 2017. Since June 2014, Ms. Giomi has also been the District Manager of the Foundation's six thrift store and boutique locations. From June 2012 to June 2014 Ms. Giomi worked in sales in the Foundation's thrift stores and boutique locations in Santa Rosa, CA.

ITEM 3

LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4

BANKRUPTCY

No bankruptcy is required to be disclosed in this item.

ITEM 5

INITIAL FEES

Initial Franchise Fee

You must pay us an initial franchise fee equal to \$25,000 (the "**Initial Franchise Fee**"), when you sign your first Franchise Agreement. The Initial Franchise Fee is fully earned when paid and not refundable unless you are not approved or accepted by us. You and your owners must sign a general release in order to receive a refund. The Initial Franchise Fee will be used, in part, to offset the expenses we incur to research, approve, provide assistance to and train you and to assist in the opening of your Crossing the Jordan™ Boutique.

The Initial Franchise Fee we charge may be reduced under the following circumstances:

- **Existing Franchisee.** If you are an existing Crossing the Jordan™ franchisee and are granted the right to develop additional Boutiques, your Initial Franchise Fee for each additional Boutique may be reduced to 2/3 of our then-current Initial Franchise Fee.
- **Veteran Discount.** If you are a veteran of the U.S. military and are granted the right to develop a Crossing the Jordan™ Boutique, your Initial Franchise Fee for your first Boutique may be reduced by 15%. Reduced fees are only available to those who are in full compliance with all terms and conditions of our agreements.

We reserve the right to cancel, modify, or withdraw any discount at any time for any reason. In the future, we may offer these or other special discounts to existing and/or new franchisees in certain markets, such as new and developing markets. Those incentives may include reduced, waived, or deferred Initial Franchise Fees.

Intranet Fee

You must pay us an intranet fee of \$360 before your location opens for business. The Intranet Fee is payable to us within 10 days of your receipt of an invoice. The Intranet Fee is not refundable.

We charge the Initial Franchise Fee and Intranet Fee uniformly to all franchisees.

ITEM 6

OTHER FEES

Type of Fee¹	Amount	Due Date	Remarks
Royalty Fee	8.0% of Gross Revenues ² per Accounting Period ³	Due on the Payment Day ³	The Royalty Fee is paid directly to us and is non-refundable.
Marketing Fund Fee ⁴	1.0% of Gross Revenues ² per Accounting Period ³	Due on the Payment Day ³	The Marketing Fund Fee is used for, among other things, creative services, web development and support and is administered by us. We reserve the right to increase the Marketing Fund Fee at any time.
Local Marketing ⁵	The greater of \$500 or 3.0% of Gross Revenues per month	As incurred	This is the minimum amount that you will be required to spend directly every month on local marketing (including direct mail, promotions and online and website listings). All marketing must be pre-approved by us.
Cooperative Advertising Programs ⁶	If established, you will contribute up to 50% of your Local Marketing Expenditures to the Co-op	As incurred	If we establish an advertising cooperative you will be required to participate in it.

Type of Fee ¹	Amount	Due Date	Remarks
Training Fee for Ongoing and Onsite Training ⁷	Out-of-pocket expenses plus \$250 per day, per trainer	Payable within 10 days of receipt of invoice	At our option, we may provide or require additional training programs or seminars or advanced management training at locations designated by us.
Shop with Purpose Member MasterCard	10% per sale	As incurred	If a customer makes a purchase at your Crossing the Jordan™ Boutique with a Shop with Purpose member MasterCard we automatically receive 10% of the total sale price.
Required Software	\$173 per month	As incurred	You must lease, purchase or license any software required or as we may require in the future for your Crossing the Jordan™ Boutique. We may change the software required, which may change your monthly costs.
Intranet Fee	\$360 per year	Payable within 10 days of receipt of invoice	You must pay us \$360 per year to have access to our Intranet.
Transfer Fee	2/3 of the current Initial Franchise Fee if the transfer is to a third party; \$1,500 if you are transferring ownership interests between existing owners or adding a new owner and majority ownership in your entity does not change; 1/3 of the current Initial Franchise Fee if you are transferring to an existing Boutique franchise owner.	Prior to consummation of the transfer, subject to approval by us	The Transfer Fee is intended to cover our out-of-pocket expenses in connection with the transfer, such as, attorneys' fees, accountants' fees, long distance telephone calls, and the time of our employees related to the transfer.

Type of Fee ¹	Amount	Due Date	Remarks
Relocation Fee	25% of our then-current Initial Franchise Fee	Upon our approval of relocation of your Boutique	You may not relocate your Boutique without obtaining our prior written approval, which may be withheld for any or no reason and in our sole discretion.
Assistance in Locating a Transferee	\$2,500	At the time you request assistance	Payable to us as reimbursement for costs incurred and payment for the time of our employees related to the location of an acceptable transferee.
Indemnification	Varies under circumstances	As incurred	You must reimburse us for, and pay for our counsel to defend us against, claims caused by or related to your operation of your Crossing the Jordan™ Boutique.
Divulged Login Information to System Standards Manual	\$5,000 plus costs incurred by us	As incurred	You must pay to us \$5,000 plus reimburse us for all our costs, fees and damages associated with the unauthorized access to the System Standards Manual.
Costs and Attorneys' Fees	Varies depending on nature of your default.	As incurred	Payable as provided in the Franchise Agreement or to us upon your default or breach of your Franchise Agreement.
Late Charges and Collection Costs	The lesser of 18% per annum or the maximum rate of interest allowed by law plus \$50 if bank payment is refused for any check or pre-authorized draft received by us	Payable upon receipt of invoice	Only payable if you fail to make payments to us when due or a bank payment is refused. Interest begins from the date payment was due.
Audit ⁸	Our cost for an audit of your books and records	Payable upon receipt of invoice	Payment of the audit costs is triggered if you understate any amount in any report to us by 2% or more.

Type of Fee ¹	Amount	Due Date	Remarks
Insufficient Funds Fee	\$100	Payable upon the occurrence of a check returned for insufficient funds or upon insufficient funds being in your Electronic Funds Transfer ("EFT") Account ¹	Payable upon each occurrence of a returned check or insufficient funds in your EFT account. 3 or more occurrences in any 12-month period are a default of your Franchise Agreement.
Liquidated Damages ⁹	Lump sum equal to Royalty Fees and Marketing Fund Fee payable to us for the 36 months immediately preceding termination	As incurred	Payable to us upon wrongful termination of Franchise Agreement by you, or termination as a result of your breach.
Customer Satisfaction Programs and Surveys	Varies under circumstances	As incurred	We may institute various programs for auditing customer satisfaction and/or other quality control measures. You will be responsible for all costs and expenses associated with such programs (such as mystery shops) and any surveys you conduct.
Computer Systems	Varies depending upon quality and age of computer systems and necessity to replace and/or upgrade	At time of replacement or upgrade	This is the minimum amount that you will be required to spend directly to purchase and maintain an effective and required computer system.
Insurance	Varies depending on coverage amounts and insurance carrier	As incurred	This is the amount payable to your insurance carrier as your premiums on insurance required by the Franchise Agreement.

Type of Fee ¹	Amount	Due Date	Remarks
Management Compensation	Varies under circumstances	As incurred	Upon any default of the Franchise Agreement by you, we have the right, but not the obligation, to immediately to enter and take-over management of your Boutique until such time as the default is cured. We are entitled to reasonable and customary compensation for managing the Boutique.
Successor Franchise Fee	\$5,000	At the time a Successor Franchise Agreement is signed	Payable to us upon executing a Successor Franchise Agreement.
New Supplier Approval	\$150 per hour (minimum)	Upon request	If you wish to purchase or use supplies or suppliers which are not on our Approved Supplies or Suppliers list you must submit them to us for approval prior to use.
Changed Requirements and Fees	Varies	As incurred	We may revise our specifications, standards, and the Confidential System Standards Manual to implement new or different operating requirements and fees associated with your Crossing the Jordan™ Boutique.

All amounts are uniformly imposed by and are payable to us unless otherwise noted. All fees are nonrefundable.

Explanatory Notes:

- Before your Crossing the Jordan™ Boutique opens, you must sign and deliver to us the documents we require to authorize us to debit your business checking account automatically for the Royalty Fee and Marketing Fund Fee and other amounts due under the Franchise Agreement and for your purchases from us (the "Electronic Depository Transfer Account" or "EDTA"). We will debit the EDTA for these amounts on their due dates. Funds must be available in the EDTA for withdrawal. We may require payment other than by automatic debit and you must comply with our payment instructions. The Authorization Agreement for Pre-Approved Payments (ACH Debits) is attached to the Franchise Agreement as Schedule A. Simultaneously with the submission of fees, you must submit a detailed summary of your overall business activity, including weekly, monthly and year-to-date income statements and balance sheets.
- The term "**Gross Revenues**" means all revenue you derive from operating your Boutique, including, without limitation, all amounts you receive from any activities or services whatsoever,

whether at or away from the Boutique, including any products or services that are in any way associated with our Trademarks, and whether from cash, check, barter, debit or credit (regardless of collection in the case of credit), business interruption insurance and whether or not the amounts are received directly from customers, government agencies, insurance companies, third-party payors, or employers; but excluding: (i) all federal, state or municipal sales, use or service taxes collected from customers or third-party payors and paid to the appropriate taxing authorities; (ii) proceeds from insurance with respect to property damage and liability; (iii) proceeds from any civil forfeiture, condemnation, or seizure by governmental entities; (iv) the amount of any credits, allowances, adjustments or uncollectible amounts up to our determination of the allowable amount, which as of the date of this disclosure document must be less than 0.5% of annual Gross Revenues; and (v) shipping expenses charged to customers. We will not refund any Royalty Fees or Marketing Fund Fees attributable to refunds, adjustments or other amounts paid to insurance companies, government agencies or other third-party payors resulting from any collections they require resulting from post-payment audits, reviews or investigations.

3. We will specify the Accounting Period, Payment Day and Report Day in the System Standards Manual. On the day we designate (the "**Report Day**") of each Accounting Period, you must report or we may access your system and obtain, as determined by us in our discretion, the amount of your Gross Revenues for the preceding Accounting period. "**Accounting Period**" is that period we designate in the System Standards Manual (currently a 7-day accounting period that runs from Saturday through Sunday). You must pay us the Royalty Fee and Marketing Fund Fee so that we receive it on or before the 3rd business day following the Report day (the "**Payment Day**") (currently Wednesday) for the immediately preceding Accounting Period.
4. The Marketing Fund Fee will be deposited into a fund maintained and operated by us (the "**Crossing the Jordan™ Marketing Fund**"). The Marketing Fund Fee is paid to us for research, development and support costs (including, but not limited to, all costs relating to websites, web advertisements, television, radio, newspaper, direct mail and point of purchase marketing and all accompanying materials), all costs and expenses for this production (including salaries, office supplies, trade publication and related general and administrative expenses), and to develop and promote the brand name and other local, regional and national marketing promotions. These fees are non-refundable. We reserve the right to increase the Marketing Fund Fee at any time in our sole discretion.
5. You must spend at the greater of \$500 or 3.0% of your monthly Gross Revenues for approved local advertising, promotion and marketing. You must keep detailed records illustrating these payments and the manner in which the money is utilized to pay for local marketing. You must provide these records to us. If you fail to make the required minimum expenditures for local advertising and promotion, we may, at our option, require you to reimburse us for amounts that we spend on your behalf to satisfy your local advertising obligation, plus our related expenses. This fee is in addition to your Grand Opening Advertising obligation and the Marketing Fund Fee.
6. As of the date of this disclosure document we do not have any advertising cooperatives established.
7. If at any time subsequent to the initial training, additional training is required (i.e. a new manager is hired), you will pay all out-of-pocket expenses for the trainee(s) to attend the required training program, including salaries, fringe benefits, payroll taxes, unemployment compensation, worker's compensation insurance, meals, lodging, incidental expenses, and travel expenses and shall also pay the then current training fee. If this is your first Crossing the Jordan™ Boutique we will not charge you for on-site training. If this is your 2nd or subsequent franchise you will be charged. Currently franchisees and their operating partners or Designated Boutique Manager are required to

participate in up to 5 days of refresher training per year. We may also require that franchisees and their operating partner or Designated Boutique Manager attend an annual convention for up to 3

9. We estimate current audit costs at \$1,000 per day, plus wages, meals, lodging and travel expenses. If any inspection by us of your books and records discloses that you understated Gross Revenues or the amount owed to us for the period of the report by 2% or more, you are required, in addition to paying us the amount of the understatement and applicable late fees and interest, to reimburse us for all costs and expenses connected with the inspection (including reasonable accounting and attorneys' fees). All of these amounts due are payable upon receipt of an invoice from us. If an audit or financial review reveals an understatement by you of five percent (5%) or more for any calendar year, then in addition to paying the additional amounts due, interest as calculated above and the full cost of the audit or financial review for the entire period of examination, your understatement will constitute a material and incurable breach of this Agreement which will entitle us to terminate this Agreement immediately upon notice to you, with no opportunity to cure.
10. If we terminate your Franchise Agreement as a result of your default, or you terminates the Franchise Agreement without cause prior to its expiration date, then you shall pay to us liquidated damages on or before 30 days following the termination. The amount of liquidated damages will be equal to the Royalty Fees and Marketing Fund Fees that we would have received for three (3) years based on your most recent annual Gross Revenues. If your Crossing the Jordan™ Boutique has not been open for one (1) year immediately preceding termination, the liquidated damages will be calculated by taking the number that is the monthly average of Royalty Fees and Marketing Fund Fees payable to us from the date your Crossing the Jordan™ Boutique was opened through the date of termination and multiplying it by thirty-six (36). If the time remaining in the Franchise Agreement is less than thirty-six (36) months, the monthly average as calculated above will be multiplied by the number of months remaining in the Term of the Franchise Agreement.

ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditures ¹	Low Amount	High Amount	Method of Payment	When Due	To Whom Payment is Made
Initial Franchise Fee ²	\$25,000	\$25,000	Lump sum	Upon execution of the Franchise Agreement	Us
Utility Deposits	\$500	\$2,000	As incurred	As incurred	Third parties
Security Deposit ³	\$12,700	\$29,000	As incurred	As incurred	Third parties
Three Month's Rent ³	\$25,000	\$50,000	As incurred	As incurred	Third parties

Type of Expenditures ¹	Low Amount	High Amount	Method of Payment	When Due	To Whom Payment is Made
Leasehold Improvements ⁴	\$60,000	\$100,000	As arranged	As incurred	Third parties
Design & Architectural Fees	\$3,000	\$15,000	As arranged	As incurred	Third parties
Signage ⁵	\$3,000	\$8,500	Lump Sum	As incurred	Approved Suppliers
Computer Hardware and Software ⁶	\$2,500	\$4,000	Lump Sum	As incurred	Approved Suppliers
Retail Merchandise	\$50,000	\$75,000	As arranged	As arranged	Us or Approved Suppliers
Furniture & Fixtures ⁷	\$30,000	\$50,000	As incurred	As incurred	Third parties
Office Supplies & Misc. ⁸	\$1,000	\$2,500	As incurred	As incurred	Third parties
Business Licenses & Permits ⁹	\$500	\$1,000	As incurred	As incurred	Third parties
Professional Fees ¹⁰	\$3,000	\$5,000	As incurred	As incurred	Third parties
Insurance ¹¹	\$3,000	\$5,000	Lump sum	Before commencing business	Third parties
Initial Training ¹²	\$500	\$2,000	As incurred	As incurred	Third parties
Grand Opening Marketing ¹³	\$10,000	\$25,000	As incurred	As incurred	Third parties
Additional Funds/Working Capital (3 months) ¹⁴	\$30,000	\$50,000	As incurred	As incurred	Third parties

Type of Expenditures ¹	Low Amount	High Amount	Method of Payment	When Due	To Whom Payment is Made
Total	\$259,700	\$449,000			

Explanatory Notes:

1. All expenditures that are paid to us are not refundable. Unless specifically agreed to by third-party suppliers to whom you make payments, all expenditures with third parties are not refundable. The estimates disclosed in this Item 7 are subject to variations according to geographic location and site. We have relied on our affiliate, the Foundation's, experience operating 2 Crossing the Jordan™ Boutiques to compile these estimates. This is only an estimate of your initial investment and is based on our estimate of prevailing nationwide costs and market conditions as of the date of this disclosure document. You should review these figures carefully with a business advisor before making any decision to purchase a franchise.
2. Your Initial Franchise Fee is not refundable.
3. If you do not already own your own space, you will have to lease a space for your Crossing the Jordan™ Boutique. The estimated amount is for your rent deposit (typically first and last month's rent). Your monthly rent will vary depending on factors such as size, condition, location and the local real estate rental market. You will need approximately 4,000 to 6,000 square feet for your Crossing the Jordan™ Boutique.
4. Your initial investment for leasehold improvements depends on the size and location of the leased premises, type of improvements desired or required and the amount of usable improvements already in place at the location. This cost will also vary depending on the amount (if any) of construction work and/or dollars you negotiate with your landlord. At your discretion, you may incur long-term financing to cover leasehold or other expenses and cash outlays (the cost of any financing is not included in this estimate). Market forces would determine the terms and costs of financing. We do not provide any of this financing.
5. Signage costs depend, in part, on the size and location of your Crossing the Jordan™ Boutique and the particular requirements of your landlord and local ordinances and zoning requirements.
6. You will be provided current specifications for all required computer hardware and Software upon signing Franchise Agreement. This amount includes the cost of hardware and the initial Intranet Fee of \$360 that is payable to us and \$223 in other software licensing fees that are payable to third party vendors. Additional hardware and software may be required in the future as determined by us at your expense.
7. Furniture and fixtures include furnishings and nonpermanent fixtures, including desks, chairs, file cabinets and any other office furniture. This estimate does not include shipping to your location and assumes that all items will be purchased new.
8. This estimate is for basic supplies such as paper, pens, tape measure, stapler, file folders, office stationary, visitor cards, pricing cards, note cards, envelopes, business cards, and brochures. This cost estimate does not include the cost of shipping to your location.
9. You can obtain information from your local, county and state authorities (as well as your legal counsel) regarding the required licenses and related types of expenses in your local area. This expense may be higher in metropolitan areas.

10. This is only an estimate and includes such things as a review of this disclosure document, your Franchise Agreement and setting up your books and records. This amount will depend upon the fees charged by the professionals you select.
11. This is an estimated down payment against your annual premiums to acquire the insurance listed in the Franchise Agreement or as provided in our System Standards Manual. A company with an A.M. Best rating of A or higher must underwrite all insurance policies.
12. We do not charge a fee for the initial training of you and your staff. We require that you and your operating partner or Designated Boutique Manager attend initial training and depending on the number of staff members you are hiring, may require additional attendees. You must pay all expenses, including salaries, fringe benefits, payroll taxes, unemployment compensation, worker's compensation insurance, meals, lodging, incidental expenses, and travel expenses for attendees. The estimate above includes only the expenses associated with 2 trainees.
13. You must spend a minimum of \$10,000 on your grand opening marketing within the first 60 days of opening your Boutique. This amount is in addition to the minimum local marketing expenditures you must make. If you fail to make the required minimum expenditure for Grand Opening Advertising, we may, at our option, require you to reimburse us for amounts that we spend on your behalf to satisfy your Grand Opening Advertising obligation, plus our related expenses. This fee is in addition to the Local Advertising requirement and the Marketing Fund Fee.
14. Working capital is an estimate of the funds needed to cover the operational expenses incurred during the first three months of operation (please note this estimate is exclusive of all costs listed elsewhere in this Item 7). New businesses often generate a negative cash flow. We estimate that the amount given should be sufficient to cover ongoing expenses for the first three months of the business. This is only an estimate and we cannot guarantee that the upper range amount is sufficient or that you will not have additional expenses starting your business. The actual amount of funds required and the times at which funds are required depends on many factors including how closely you follow our methods and procedures, the prevailing wage rate, the rate of growth of your business, your management skill, economic conditions and competition in your area and the sales levels reached during these three months of operations. We cannot estimate or promise how much additional funds any particular franchisee requires, nor can we estimate when or for how long additional funds will be needed for your business.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate your Crossing the Jordan™ Boutique according to our standards and specifications as we may establish from time to time in our Confidential System Standards Manual ("System Standards Manual") or otherwise by written communication from us, which includes purchasing, leasing or licensing from us or our approved suppliers all apparel, furnishings, décor, printed goods, grand opening marketing materials, and inventory from manufacturers, suppliers, or distributors we approve. We will provide you with a hardcopy of our System Standards Manual, or require that you access an online version of it. We will provide you with updates by written communication, which may include electronic mail, or through an intranet.

We will regulate, among other things, the types, models and brands of required fixtures, furnishings, equipment, signs, materials, supplies and other items used in operating your Crossing the Jordan™ Boutique. All products and items must conform to those standards and specifications we may periodically establish. You must obtain our written approval before making any changes in the appearance of your

Crossing the Jordan™ Boutique and before modifications to or replacements of decorating materials, fixtures, equipment, products, furniture, signs or other items.

Approved suppliers shall be ones who demonstrate to us their ability to meet our minimum standards for quality, price and reliability. Requirements and specifications for products and other items and lists of approved suppliers may be listed in the Confidential System Standards Manual (the "System Standards Manual"). By written notice to you and/or through changes in the System Standards Manual, we may revise our requirements and specifications, add or delete approved suppliers, terminate existing purchase arrangements and suppliers and/or enter into new purchase arrangements with additional suppliers.

If you desire to purchase any item not authorized by us or to purchase items from a supplier not expressly approved by us in writing, you must first submit all information we may request, including specifications and samples, to enable us to determine whether the item complies with our standards and whether the supplier meets our approved supplier criteria. Approval of a supplier may be conditioned, among other things, on requirements for product quality, price, cost, frequency of delivery, standards of service, brand recognition and concentration of purchases and may be temporary, pending our evaluation of the supplier. We also may charge you \$150 an hour for time spent by us in making our determination regarding approval of any alternative suppliers and will, within 30 days, notify you of our decision in writing (if approval is not received within 30 days, this constitutes a rejection by us). We periodically establish procedures for submitting requests for approval of items and suppliers and may impose limits on the number of approved items and suppliers. Our criteria for suppliers of specific products are available upon your written request. We may revoke our approval of a supplier at any time in our sole discretion.

We may attempt to negotiate discounted prices and favorable terms from suppliers for your benefit. We may also negotiate with various vendors to obtain for all of our franchisees and us and our affiliates various advertising related discounts and/or cooperative advertising programs. If we negotiate these programs, you will have the right to participate in the programs, but will not be obligated to do so, unless we make it a requirement. These optional advertising programs in no way affect your obligations to use only approved suppliers and all required suppliers.

We just began offering franchises. As of February 26, 2018, neither we nor our affiliate received any revenue from required purchases or leases by franchisees.

We and our affiliate may derive revenue from your required purchases in connection with the operation of your Crossing the Jordan™ Boutique.

Dana Bryant and Michael Bryant own and interest in the Foundation, which is an approved supplier of products and services that you may be required to purchase.

We may receive discounts, rebates, commissions, promotional allowances, and other benefits if you buy items from certain suppliers we designate based on the quantities of products you and other franchisees buy. If we negotiate these programs, you will have the right to participate in the programs, but will not be obligated to do so, unless we make it a requirement. These optional advertising programs in no way affect your obligations to use only approved suppliers and all required suppliers.

The purchase of products from approved sources will represent approximately 70% to 90% of your overall product purchases in opening your Crossing the Jordan™ Boutique and 10% to 30% of your overall product purchases in operating the franchise.

We do not provide material benefits to franchisees (for example, renewal or granting additional franchises) based on your purchase of particular products or services or use of particular suppliers, but you must use only suppliers we approve.

We do not currently have any purchasing or distribution cooperatives. We do not provide you with material benefits based on your purchase of particular products or services or use of particular suppliers except as provided herein.

We may add or delete approved suppliers, terminate existing purchase arrangements and suppliers and/or enter into new purchase arrangements with additional suppliers at any time.

You must install, maintain and use computer software programs to maintain data and business records for your Crossing the Jordan™ Boutique as designated by us. We have to approve, in writing, all hardware and software to be used by you in connection with your Crossing the Jordan™ Boutique. You must maintain at all times, the ability to receive and transmit communications from and to us over the Internet. You will be required to provide us independent access to the information and data in your computer systems via a broadband Internet connection. We reserve the right to require franchisees, at their expense, to install and maintain additional hardware and software, including software that will interface with our computer system over the Internet.

To ensure full operational efficiency and communication capability between our computers and yours, you must at all times, at your own expense, keep your computer system in good repair and purchase certain annual maintenance and service contracts from the manufacturer of the hardware or the licensor of the software. You must upgrade/update your software programs, as required by us or as otherwise needed. We may require you to purchase computer hardware or any software programs from us or suppliers designated by us.

To maintain the integrity of the Marks, we require that all apparel, signs, stationery, forms, labels and similar materials used in the operation of your Crossing the Jordan™ Boutique be purchased from us, any of our affiliates, or our designated suppliers.

Under the terms of your Franchise Agreement, you must maintain, at your expense, an insurance policy or policies protecting you and naming us and our affiliates and our and their respective owners as additional named insured or loss payees against any loss, liability, personal injury, death, property damage or expense from fire, lightning, theft, vandalism, malicious mischief and the perils included in an extended coverage endorsement, arising or occurring upon or in connection with your Crossing the Jordan™ Boutique as well as any other insurance applicable to any other special risks we reasonably require for your protection, as well as any insurance coverage required by your landlord or lender. You can expect to maintain, at a minimum, commercial general liability insurance; business interruption insurance; employer's liability / worker's compensation insurance; personal and real property coverage for full replacement value; automobile coverage (including non-owned automobiles); plus any additional insurance required by your lender or landlord. A company with an A.M. Best rating of A or better must underwrite all of your insurance policies.

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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") Sections 1 and 3	Items 1, 7, 11 and 12
(b) Pre-Opening purchases/leases	FA Section 6	Items 5, 7 and 8
(c) Site development and other pre-opening requirements	FA Sections 3, 4 and 6	Items 7, 8 and 11
(d) Initial and ongoing training	FA Sections 5 and 6	Items 6 and 11
(e) Opening	FA Section 6	Items 5 and 11
(f) Fees	FA Sections 1, 2, 3, 5, 8, 9 and 13	Items 5, 6, and 7
(g) Compliance with standards and policies/Operating Manual	FA Recitals, Sections 5, 6 and 8	Items 11 and 16
(h) Trademarks and proprietary information	FA Recitals, FA Section 14	Items 13 and 14
(i) Restrictions on products/services offered	FA Sections 5 and 6	Items 8, 11 and 16
(j) Warranty and Customer Service requirements	FA Section 6	Item 16
(k) Territorial development and sales quotas	Not applicable	Not applicable
(l) Ongoing product/service purchases	FA Sections 5 and 6	Items 8 and 11
(m) Maintenance, appearance and remodeling requirements	FA Sections 6 and 13	Items 6 and 11
(n) Insurance	FA Section 7	Items 6 and 8
(o) Advertising	FA Section 8	Items 6, 7 and 11
(p) Indemnification	FA Sections 4, 13, 14 and 15	Item 6
(q) Owner's participation / management / staffing	FA Section 6	Items 9, 11 and 15
(r) Records and reports	FA Sections 6, 8 and 10	Item 6
(s) Inspections and audits	FA Sections 6 and 10	Item 6
(t) Transfer	FA Section 13	Items 6 and 17
(u) Renewal	FA Section 1	Items 6 and 17
(v) Post-termination obligations	FA Section 17	Item 17
(w) Non-competition covenants	FA Sections 12 and 13	Item 17
(x) Dispute resolution	FA Section 23	Item 17
(y) Other: Guarantee of franchisee obligations (note 1)	FA Section 6	Item 22

The shareholders, partners, members or beneficial owners of the equity interests of a corporate, partnership, limited liability company or other entity franchisee, and the spouses of any of them, if any, are obligated to guarantee all of the obligations of franchisee under the Franchise Agreement. Each of these persons will be required to sign a Principal Owner's Guaranty in the form of Exhibit B attached to the Franchise Agreement (Exhibit B to this disclosure document).

ITEM 10

FINANCING

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

ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

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

Pre-Opening Assistance

Before you open your Boutique, we will:

1. Designate your Site Search Territory, if applicable, and Protected Territory. (Franchise Agreement, Section 1.2 and Exhibit A)
2. Provide you with support to navigate the development process from Franchise Agreement execution to your Boutique opening. (Franchise Agreement, Section 6.11)
3. Provide you with consulting services to assist you in determining the evaluation criteria for selecting the site location for your Boutique. (Franchise Agreement, Sections 3.1 and 3.2)
4. Approve or disapprove a site for your Boutique Location within 15 business days after you have provided all the information we request to evaluate the site. (Franchise Agreement, Sections 1.2, 3.1 and 3.2)
5. Approve or disapprove the lease or purchase agreement for the Boutique Location within 15 business days after we receive it. (Franchise Agreement, Sections 1.2 and 3.2)
6. Review your list of architects, contractors, designers and /or engineers, the final plans and specifications and CAD files and the certification of ADA compliance promptly and either approve them in writing or provide comments to Franchisee. (Franchise Agreement, Section 4.1)
7. Provide you with specification for typical furniture, fixtures and equipment. (Franchise Agreement, Section 4.3)
8. Approve or disapprove your signage vendor. (Franchise Agreement, Section 4.5)
9. Provide you with electronic access to our confidential and proprietary System Standards Manual. (Franchise Agreement, Section 5.1)
10. Make available to you and your operating partner or your Designated Boutique Manager initial training program. (Franchise Agreement, Section 5.2)
11. Provide on-site training or assistance at your Office if this is your first Crossing the Jordan™ Boutique. (Franchise Agreement, Section 5.2)

12. Provide you with information regarding the required computer systems and related software and up to 2 e-mail addresses with the crossingthejordan.org domain name for use in connection with the operation of the Boutique only, and for no other purpose. (Franchise Agreement, Section 6.11).

13. Designate the opening inventory of products and services you must buy before the opening of the Boutique. (Franchise Agreement, Section 6.9)

14. Furnish you with written specifications and/or names of approved suppliers for required products, services, signs, fixtures and supplies. (Franchise Agreement, Section 6.8)

15. Either provide or approve or disapprove advertising, promotions, signs, posters and displays before installation or display. (Franchise Agreement, Section 8.1).

Continuing Obligations

During the operation of your Boutique, we will:

1. Furnish you with those support services we consider advisable. We may provide these services on-site, off-site, by telephone or through other means. Timing will depend on the availability of our personnel. (See Franchise Agreement, Section 5.4)

2. Furnish you with any specifications for required products and services. (Franchise Agreement, Sections 5.5 and 6.8)

3. We reserve the right, to the fullest extent allowed by applicable law, to establish maximum, minimum or other pricing requirements with respect to the prices you may charge for products or services. (Franchise Agreement, Section 5.6)

4. Administer the Marketing Fund (Franchise Agreement, Section 8.5)

5. Use commercially reasonable efforts to correct any failure or cause vendors to correct any failure of computer systems and related software (Franchise Agreement, Section 6.11)

System Standards Manual

Currently, we have a System Standards Manual we make available to you through a password protected Web Site. The System Standards Manual includes descriptions of marketing techniques, operational procedures, business practices, and management methods for our Crossing the Jordan™ System. The purpose of the System Standards Manual is to protect our reputation and goodwill and to maintain uniform standards under the Marks and the Crossing the Jordan™ System. You must operate your Crossing the Jordan™ Boutique in accordance with the standards, methods, policies, and procedures in these manuals. You may view the System Standards Manual at our corporate office. See Exhibit G to this disclosure document for further information.

Advertising and Promotion.

We are not obligated to conduct any advertising for the System.

You may only use advertising, marketing, identification and promotional materials and programs which we have either furnished to you or approved in writing in advance. If we make advertising, marketing, identification and promotional materials and programs available to you, you must use only those materials furnished by us for all of your advertising, marketing, identification and promotion of the Boutique, at your cost. In the event that we do not furnish you with advertising, identification and promotional materials and programs for the Boutique, you must submit to us, in the form and manner we prescribe, for prior approval, samples of all advertising and promotional materials not prepared or previously approved by us, including materials you wish to present on a website. If you do not receive written or oral approval within 10 days from the date of our receipt of such materials, we will be deemed to have disapproved the

submitted materials. You may not use any advertising or promotional materials that we have not approved, have disapproved or that do not include the copyright registration notices and trademark registration notices we designate (Franchise Agreement - Section 14.3). Any advertising, promotion and marketing you do must be completely clear and factual and not misleading, and conform to the highest standards of ethical marketing and the promotion policies which we prescribe from time to time. Except for listing your Boutique on a local Internet directory, you are not permitted to have or advertise on the Internet or World Wide Web without our prior written consent (Franchise Agreement - Section 8.2). You may not solicit business through a toll-free number, direct mail, internet, or other advertising method without our prior written consent. (Franchise Agreement - Section 8.1).

Marketing Fund

You must pay a Marketing Fund Fee of 1.0% of your Boutique's prior month's Gross Revenue ("**Marketing Fund Fee**"). We may increase this fee at any time in our discretion. We will, at our sole discretion, direct all advertising programs and control the creative concepts, materials and media used, media placement and allocation. We need not make expenditures for advertising or promotions for you which are equivalent or proportionate to your pro rata contributions. We need not attempt to and are not required to ensure that you benefit directly or proportionately from the Marketing Fund. We are not required to spend any amount in your area or Protected Territory. The Marketing Fund is not a trust and we are not a fiduciary in any capacity. (Franchise Agreement, Section 8.5)

The Marketing Fund may, but is not required to, be used to meet all costs of administering, directing, preparing, placing and paying for national and/or regional advertising. This may include the cost of preparing and conducting television, radio, magazine, newspaper or other advertising campaigns and other public relations activities; the cost of employing advertising agencies and/or in-house marketing support; paying interest on monies borrowed by the Marketing Fund from third parties unaffiliated with us; providing customer service comment cards to you and other Crossing the Jordan™ franchisees; and, sponsoring sporting, charitable or other special promotional events, if we choose to do so at our sole discretion.

The Marketing Fund monies are accounted for separately from our other funds, and such funds are held in a dedicated bank account. We may not use these funds for any purpose other than those provided for in the Franchise Agreement. We may use the Marketing Fund to cover salaries, travel costs, and reasonable administrative costs.

The Marketing Fund is not audited.

No money will be spent by the Marketing Fund to primarily solicit new franchisees. Some media placement may advertise that franchises are available to be purchased, but it will be done in conjunction with the program of the Crossing the Jordan™ brand. A statement of monies collected and costs incurred by the Marketing Fund will be prepared annually by us and will be furnished to you upon written request.

We will spend most contributions to the Marketing Fund for advertising and marketing purposes during the fiscal year in which the contributions are made. If we spend more than the amount the Marketing Fund collects in any fiscal year (not including any money we had to spend because we did not spend all the money in the Marketing Fund during the year before), then we are entitled to reimburse ourselves (without interest) from the Marketing Fund during the next fiscal year for all excess expenditures during the preceding fiscal year. If we spend less than the total in the Marketing Fund during any fiscal year, then we can spend the unused money during the next fiscal year.

We have no obligation in administering the Marketing Fund to make expenditures for you which are equivalent or proportionate to your contributions, or to ensure that you benefit directly or proportionately from the placement of advertising or any other marketing or advertising activities, or to ensure that such

advertising or marketing impacts or penetrates your Boutique or Protected Territory. If we receive any promotional allowances with respect to your purchases of goods or services from vendors other than us or our affiliates, then we will be under no obligation to contribute the promotional allowances to the Marketing Fund.

Although we intend the Marketing Fund to be perpetual, we have the right to terminate the Marketing Fund. We will not terminate the Marketing Fund until we have spent all money in the Marketing Fund for marketing, advertising and promotional purposes.

The Crossing the Jordan™ Boutique owned and operated by our affiliate participates equally with franchisees in contributing to the Marketing Fund.

We just began franchising and have not collected any Marketing Fund Fees.

Local Marketing, Advertising and Promotion

You must expend each month an amount equal to the greater of \$500 or 3% of the Boutique's Gross Revenue during the preceding month on Local Marketing Expenditures that we have approved (Franchise Agreement, Section 8.3). "Local Marketing Expenditures" means the local or regional marketing, advertising and promotional activities that we specify in our System Standards Manual or otherwise, or approve in writing in advance. Upon our request, you must submit to us a report detailing your Local Marketing Expenditures made during the time period we specify. You are also required to provide us invoices or other documentation to support your Local Marketing Expenditures reported, if requested by us. You may spend more than the minimum required, at your discretion. If you fail to make the required minimum expenditures for local advertising and promotion, we may, at our option, require you to reimburse us for amounts that we spend on your behalf to satisfy your required Local Marketing Expenditures, plus our related expenses.

You may not advertise or use any of the Marks on the Internet without our prior written consent. We maintain the web site www.crossingthejordan.org. We will provide contact information for your Crossing the Jordan™ Boutique on our web site. Further, you shall not use the Marks (or any marks or names confusingly similar to the Marks) as an Internet domain name or in the content of any World Wide Web Site.

Cooperatives

If we, in our discretion, establish a group of Crossing the Jordan™ Boutiques to participate in an advertising cooperative in a geographic area in which your Boutique is located to do joint advertising, marketing and promotion (the "Co-op"), you must join and actively participate in it. If established, you will contribute up to 50% of your Local Marketing Expenditures to the Co-op. We may modify the Co-op participations at any time. The Co-op will adopt its own rules, regulations and procedures, which you must follow. However, the rules, regulations and procedures of the Co-op must be approved by us. All advertising utilized by the Co-op must not be used unless and until we have reviewed and approved it. The Co-op will use our mandated accounting system and also pay us any support fees we require. We also have the right to participate in any meetings of the Co-op and its members. Your failure to timely contribute the amounts required by the Co-op constitutes a material breach of the provisions of your Franchise Agreement and we may offset against any amounts we otherwise owe to you the amount of your Co-op contributions and pay such contributions for you. If a Boutique owned by us or one of our affiliates is a member of your cooperative, it will have voting power equal to that of the franchised stores. (Franchise Agreement, Section 8.1)

Grand Opening Advertising

During the first 60 days of opening your Boutique for business, you must expend a minimum of \$10,000 on grand opening advertising and promotion (the "**Grand Opening Advertising**"). You must make these Grand Opening Advertising expenditures using the advertising and promotional material, media, special events and other public relations activities that we require or approve, in our System Standards Manual or otherwise. If you fail to make the required minimum expenditure for Grand Opening Advertising, we may, at our option, require you to reimburse us for amounts that we spend on your behalf to satisfy your Grand Opening Advertising obligation, plus our related expenses. (Franchise Agreement, Section 8.3)

Periodic Promotions

You must offer such rebates, giveaways and other promotions ("**Promotions**") as may be required by us. You must honor all promotions so long as doing so does not contravene with any laws. You may not create or issue any Promotions or sell any Promotions that are not required or sponsored by us. You may not issue coupons or discounts of any type. Your participation in Promotions will be at your expense.

At your option, you may participate in our Shop with Purpose Membership Program. Under this Program, customers purchase memberships that allow them to buy merchandise with a pre-paid card. If you choose to participate in the Program and sell memberships, you may be entitled to additional revenue based on members' merchandise purchases. We will determine the amount of this revenue, if any, in our sole and absolute discretion.

Customer Satisfaction, Quality Controls

We may institute various programs for auditing customer satisfaction and/or other quality control measures. You agree to participate in these programs and/or request your customers to participate in any surveys performed by or on behalf of us, using forms prescribed by us from time to time. You will be responsible for all costs and expenses associated with mystery shops and the surveys you conduct. (Franchise Agreement, Section 8.1)

Advertising Council/Advisory Committee

At this time, there is no advertising council composed of Crossing the Jordan™ franchisees.

We may periodically establish an advisory committee (the "**Advisory Committee**"), which will be made up of our representatives and representatives of 1 or more of our franchisees (the exact composition of the Advisory Committee to be determined by us in our sole and absolute discretion), and which will advise us regarding proposed uses of Marketing Fund Fees and the Crossing the Jordan™ Marketing Fund, suggestions for new services and products and general operations of our franchised facilities. Whether or not the Advisory Committee is formed, how it is established and how it shall conduct its business will be determined by us in our sole and absolute discretion. We will not be required to follow the advice of the Advisory Committee and we can terminate the Advisory Committee at any time. Any expenses of establishing, maintaining or terminating the Advisory Committee will be paid for by Marketing Fund Fees out of the Crossing the Jordan™ Marketing Fund. Franchised facilities owned or operated by any of our affiliates will also contribute to the Crossing the Jordan™ Marketing Fund.

Computer Requirements

You will be required to have at least 2 computers, 2 iPads, 2 receipt printers, 2 scanners, 2 label makers, 2 cash drawers and at least 2 printers that comply with specifications determined by us according to the then current specification guidelines for computer hardware and software. We estimate the cost of your computer hardware and software will be between \$2,500 and \$4,000. You will be required to exclusively use the software we specify for financial reporting and analysis, pricing resale items and your point-of-sale

system. Currently, we require that franchisees use Qvinci for financial reporting and analysis, which will cost you \$149 upfront and \$20 per month in ongoing licensing fees, Terra Peak to price resale items, which will cost you which will cost you \$25 upfront and \$25 per month in ongoing licensing fees, and Shop Keep which will cost you \$49 per cash drawer upfront (2 are required) and \$49 per month per cash drawer in ongoing licensing fees and an additional \$59 per month in ongoing fees for the Rewards Program Shopkeep App Card. You must also use our Intranet, which is Naranga. The cost of Naranga is \$360 annually. If you utilize wireless technology, you must have an encrypted wireless setup wherever your computers will be used. We will have independent access to your sales and other information in your point-of-sale and financial reporting and analysis systems. There are no contractual limitations on our right to access information in your systems.

You must use, at your expense, such internet/wireless services, e-mail services, telephone systems and services as we may require in connection with the operation of the Boutique and use only those vendors designated by us, as set forth in the System Standards Manual or otherwise. You shall pay the service or maintenance fees charged by vendors for such internet/wireless services, e-mail services and/or telephone system services, which may vary depending on the vendor you use.

You are solely responsible for maintaining your computer systems and keeping them in good repair, at your own expense, and may be required to purchase certain annual maintenance and service contracts from the manufacturer of the hardware or the licensor of the software. You must also replace any systems which are inoperable and/or outdated and the cost for replacing the systems will depend upon the systems you are purchasing and the market prices for those systems. You must upgrade/update your software programs, as required by us or as otherwise needed. We may also require that you purchase and/or install modifications and/or additions to any of the systems or programs described above. We shall have no obligation to provide ongoing maintenance, repairs, upgrades or updates.

Site Selection

We will offer you consulting services to assist you in determining the evaluation criteria for selecting the site location for your Boutique. We do not select the site for your Boutique, although we must consent to the site. The general site selection criteria you should consider includes traffic patterns, site visibility and size, area demographics, ease of ingress and egress, adequacy of parking, Lease rates, competitors, and tenant mix at the proposed location. You are solely responsible for locating a site that meets our standards and criteria and that is acceptable to us. If you do not provide us with a proposed Lease or do not otherwise secure an acceptable location for your Boutique within 60 days of executing the Franchise Agreement, supply us with plans and specification to approve within 90 days of executing the Franchise Agreement, and complete construction and begin operations of your Crossing the Jordan™ Boutique within 180 days from the date of executing the Franchise Agreement, any such failure constitutes a material breach of the Franchise Agreement, and we may, at our option, terminate the Franchise Agreement upon notice without affording you any opportunity to cure the breach. (Franchise Agreement, Section 16.2.D).

Typical Length of Time Before Operation

The typical length of time between the signing of the Franchise Agreement and the opening of a Boutique is generally between 3 and 6 months. You are expected to begin operations within 6 months from the signing of the Franchise Agreement. Factors affecting this length of time usually include obtaining a satisfactory site, build out complexity, permits, financing arrangements, completing training, local ordinance compliance questions and delivery/installation of equipment, materials, products and signs.

Training Program

Initial Training

Our Initial Training consists of up to 5 days of training for you and your operating partner or the person having responsibility for the day-to-day operation of your Crossing the Jordan™ (the “**Designated Boutique Manager**”). The Initial Training will be held in our corporate headquarters and/or at any other location as we may specify in writing. All Trainees must complete the Initial Training to our satisfaction at least 3 weeks, but not more than 10 weeks, before your Crossing the Jordan™ Boutique opens for business. We will provide you with a commencement date for the Initial Training Program.

We will provide, at our expense, instructors, facilities and training materials, which consist of manuals, online modules, self-study course documents and hands-on instruction, for the Initial Training of you and your operating partner or Designated Boutique Manager. Depending on the size of your initial staff, we may require that additional individuals attend initial training. You will be responsible for all expenses of your attendees in the Initial Training including all salaries, fringe benefits, payroll taxes, unemployment compensation, worker's compensation insurance, meals, lodging, incidental expenses, and travel expenses.

We will also provide up to 7 days of on-site training and start-up assistance if this is your first Crossing the Jordan™ Boutique, subject to the availability of our personnel. If this is your 2nd or subsequent franchise, and you request and we provide on-site training, you must pay us our then-current fee for on-site training and reimburse us for all reasonable travel, meals, lodging and other expenses we incur in providing any on-site training.

Ms. Dana Bryant and Mr. Michael Bryant supervise the training programs. Both Ms. Bryant and Mr. Bryant have over 11 years of experience operating a Crossing the Jordan™ Boutique.

A schedule for the Initial Training Program is as follows:

TRAINING PROGRAM¹

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location²
Welcome & Meet the Team	4		Our Headquarters
Boutique Tours, Store Style & Design	1	2	Our Headquarters
Shopkeep Set Up & Front Counter	1	7	Our Headquarters
Buying Counter Training / Online Sales	1	7	Our Headquarters
Merchandising & Store Sales	1	7	Our Headquarters
TOTAL	8	22	

¹ We will utilize a blended learning approach to training, with portions of the training conducted in the classroom, online, on-site and self-study. The above times are intended only to be estimates of time allocation.

² Our corporate headquarters are located at 501 4th Street, Santa Rosa, CA 95401.

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Ongoing Training

At our option, we may provide additional training programs or seminars or advanced management training at locations designated by us, which may be required for your employees. Currently we require that, at a minimum, you and your operating partner or Designated Boutique Manager participate in up to 5 days of refresher training per year. We may also require you and your operating partner or Designated Boutique Manager to attend a national business meeting or annual convention for up to 3 days per year. We will determine the duration, curriculum and location of all training programs. You will be responsible for our then-current training fees (currently \$250 per day, per trainer) and all costs and expenses associated with the training, including our then prevailing standard training fees and all salaries, fringe benefits, payroll taxes, unemployment compensation, worker's compensation insurance, meals, lodging, incidental expenses, and travel expenses for your attendees.

If your Designated Boutique Manager is no longer willing or able to exercise day-to-day control over your Crossing the Jordan™ Boutique, you must hire a new, qualified Designated Boutique Manager for your Crossing the Jordan™ Boutique within 30 days of the date of the prior manager's last working day. The new Designated Boutique Manager and all other successive Designated Boutique Managers, if any, shall be required to attend the Initial Training at your sole cost and expense within 30 days of the Designated Boutique Manager hire date. You are solely responsible for our then-current training fee (currently \$250 per day, per trainer) and all costs and expenses associated with your Designated Boutique Manager's attendance at the Initial Training including all salaries, fringe benefits, payroll taxes, unemployment compensation, worker's compensation insurance, meals, lodging, incidental expenses, and travel expenses.

We will provide you with individual or group advice, consultation, guidance and assistance regarding the operation of your Crossing the Jordan™ Boutique based on our inspections and the reports you provide to us. This assistance may be provided in person, by telephone, newsletters or otherwise as we may deem appropriate. In addition, at your request, we will furnish additional guidance and assistance to deal with unusual or unique operating problems at reasonable per diem fees, charges and out-of-pocket expenses established by us.

Our training programs may also be conducted by other senior personnel as well as outside consultants, whose services we may retain for specific training courses. No other formal training staff is maintained at present.

ITEM 12

TERRITORY

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 own.

The Franchise Agreement permits you to establish and operate a Crossing the Jordan™ Boutique in a specified type of facility at a designated location. We will grant you rights within a geographic area ("**Protected Territory**"). There will be no minimum geographic size to your Protected Territory. The Protected Territory will be determined by the demographics and population size specific to your location. The minimum population size of the target demographic group within your Protected Territory is determined on a case-by-case basis depending on the results of demographic research, but is generally a minimum population size of 75,000 in urban markets and 50,000 in suburban markets. The source of the population and demographic determinations are from the current reports issued by companies such as GeoStrategies, Intellevue, Forum Analytics, Claritus or demographic and population analytical software. Protected Territories will range in size from a site-specific location, i.e., a street address, to a block, a zip code, or a defined measurable area, depending on where your Crossing the Jordan™ Boutique is located. Typically, Boutiques located in metropolitan areas will receive a smaller Protected Territory than

Boutiques located in suburban/rural areas. You will negotiate and agree upon the size of your Protected Territory with us at the time you identify a Boutique Location. Your Protected Territory will be described in Exhibit A to your Franchise Agreement. During the term of your Franchise Agreement, and provided that you are not in default, we will not establish or license another person to establish another Crossing the Jordan™ Boutique within your Protected Territory.

You may not relocate your Crossing the Jordan™ Boutique without obtaining our prior written approval, which we will not unreasonably withhold. Any relocation of your Boutique will be at your sole expense. All leases, subleases or other agreements you enter into to relocate the Crossing the Jordan™ Boutique must conform to the provisions of the Franchise Agreement. If we approve of your request to relocate your Crossing the Jordan™ Boutique, then you must complete a new Exhibit A to the Franchise Agreement and pay us a fee of 25% of our then-current Initial Franchise Fee upon our written approval for costs and other expenses we may incur in our consideration of the request. This payment is not refundable under any circumstances. You will operate your Crossing the Jordan™ Boutique only from the approved location within the Protected Territory, and you must receive our permission before relocating. Although we may assist you in selecting a location, and we must approve the location, you are solely responsible for selecting the location and negotiating the Lease or purchase terms. You are also responsible for build-out of the Crossing the Jordan™ Boutique and for ensuring it is constructed consistent with the plans and specifications we designate.

Unless specified in writing, you do not have options, a right of first refusal, or similar rights to acquire additional franchisees in the Protected Territory, or otherwise.

You may not maintain a World Wide Web page or otherwise maintain a presence or advertise the Crossing the Jordan™ Boutique on the Internet or any other public computer network or social media site except as required, sponsored, placed or approved in writing by us. You do not have the right under the Franchise Agreement to open or operate more than one Crossing the Jordan™ Boutique regardless of its location. We will not operate or cause another Franchisee to operate a Crossing the Jordan™ Boutique within your Protected Territory. You may have competition from other franchisees or us within your Protected Territory. Your Protected Territory only prohibits us from placing another Crossing the Jordan™ Boutique within its boundaries. It does not prohibit us or other franchisees from soliciting and accepting customers that may be located in your Protected Territory. Your territorial rights are not dependent upon achievement of a certain sales volume or market penetration. You will not have the right of first refusal or any similar rights in the contiguous territories or areas surrounding or near your Protected Territory should we decide to sell a Crossing the Jordan™ Boutique outside of your Protected Territory, wherever located.

We (on behalf of itself and its affiliates) retain all rights with respect to Crossing the Jordan™ System, the Marks, the sale of Proprietary Products and any other products and services, anywhere in the world, including, without limitation, the right to: (a) own, operate, situate and/or license others to operate Crossing the Jordan™ Boutiques anywhere outside the Protected Territory, as we consider appropriate, including within close proximity to your Boutique or Protected Territory; (b) offer and sell within the Protected Territory (either themselves or through franchisees), those Proprietary Products and other products and services which you contemplate offering and selling; (c) to operate a business of the type franchised or grant a franchise for the operation of a similar or competitive business within the Protected Territory so long as the Marks are not used, and/or (d) offer, sell and/or otherwise distribute, at wholesale or retail, and under the Marks, and/or other names and marks, the Proprietary Products, components thereof or variations thereon, which now or in the future are a part of the Crossing the Jordan™ System, to any person or entity, both within and outside your Protected Territory, from and/or to any location whatsoever or by means of any channel of distribution. We and our affiliates may engage in such wholesale or retail sales activities from, at, to, or through existing Buy-Sell-Trade boutiques

and/or any other wholesale or retail entities or facilities whatsoever. You understand and acknowledge that you will not be granted any rights with respect to such sales, including compensation.

ITEM 13

TRADEMARKS

We grant you a nontransferable, non-exclusive license to use the Crossing the Jordan™ trade name and service mark and the other Marks. You must follow our rules when you use the Marks. You cannot use the Marks as part of a corporate name or with modifying words, designs, or symbols except for those which we license to you. You may not use the Marks in any manner that we have not authorized in writing.

We grant you the right to operate and advertise under the name and trademark, "CROSSING THE JORDAN™". We do not have a federal registration for our principal trademark, "CROSSING THE JORDAN™". Therefore, that trademark does not have as many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

Our affiliate, the Foudation, has applied for registration of the following Mark with the United States Patent and Trademark Office on the Principal Register as follows:

MARK	SERIAL NUMBER	APPLICATION DATE
	87650955	October 18, 2017

Effective February 26, 2018 we entered into an exclusive perpetual license agreement with the Foundation for the use of the Marks ("License Agreement"). The License Agreement may be terminated by either us or the Foundation due to a material breach of any of its provisions. Under the License Agreement, we have acquired the right to sell Crossing the Jordan™ Boutique franchises in the United States of America and collect franchise fees, royalties and other fees from franchisees. If we breach the License Agreement, or if the License Agreement is otherwise terminated, you may lose your rights to use the Marks.

Other than the License Agreement, there are no other agreements currently in effect that significantly limit our right to use or license the use of the Mark. There are no currently effective determinations of the USPTO, the trademark trial and appeal board, the trademark administrator of any state or any court, no pending infringement, opposition or cancellation proceedings and no pending litigation involving any of the Mark. We are not aware of any infringing uses that could materially affect your use of the Mark.

If you become aware of any apparent infringement, unfair competition or other challenge to your right to use any Mark, or if you become aware of any use of or claim to any mark, name, logo or any other commercial symbol identical to or confusingly similar with any Mark, you must immediately notify us in writing. We shall have the sole discretion to take any action as we deem appropriate and the right to exclusively control any litigation or administrative proceedings arising out of this infringement, challenge or claim. The Franchise Agreement does not require us to participate in your defense and/or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a Mark or if the proceeding is resolved unfavorably to you.

We reserve the right to modify or discontinue use of any names, trademarks, service marks or other Marks or to add additional names, trademarks, service marks or other Marks at our discretion. You must make any additions, deletions, and modifications to all interior and exterior signs, apparel, business cards, printed material, displays, paper products, advertising and anywhere else any of the Mark may appear as we direct

at your sole cost and expense and without compensation or reimbursement from us. You must, at your sole cost and expense and without compensation or reimbursement from us, discontinue your use of any name, trademark, service mark or other Mark, as we may direct you to discontinue at any time. We are not responsible for any expenses, losses or damages sustained by you as a result of any addition, discontinuance or modification and you are prohibited to join in any litigation against us if any of these expenses, losses or damages is incurred.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We will provide you with login information and instructions for accessing our confidential and proprietary Confidential System Standards Manual electronically, containing certain detailed information, forms and systems pertaining to the operation of your Crossing the Jordan™ Boutique, including proprietary supplier lists, supplies and other trade secrets. Although these materials have not been registered with the United States Copyright Office, they are considered proprietary and confidential and we claim copyright protection of these materials.

Your Franchise Agreement does not require us to protect these copyrights or to indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving these copyrights. You must keep your login information confidential and only allow access to the Confidential System Standards Manual to those employees requiring access for the proper operation of the business. Upon the expiration or termination of your franchise, your login information will be immediately deactivated. We reserve the right to change your login information at any time or to require you to change login information randomly or in intervals in our sole and absolute discretion.

There are currently no effective determinations of the Copyright Office or any court regarding any of the copyrighted materials. No agreements are in effect which significantly limit our right to use or license the copyrighted materials. Finally, we are not aware of infringing uses that could materially affect a franchisee's use of the copyrighted materials in any state. The Franchise Agreement does not require us to protect or defend copyrights or confidential information, although we intend to do so when it is in our best interest.

You must not use in advertising or any other form of promotion, our copyrighted materials, trademarks, service marks or commercial symbols without the appropriate notices which may be required by law or us including any and all registration notices.

You must treat the System Standards Manual, any other manuals created for or accepted for use in the operation of your Crossing the Jordan™ Boutique, and the information contained in them, as confidential, and you must use all reasonable efforts to maintain this information as secret and confidential. You must not copy, duplicate, record, or otherwise reproduce these materials, or otherwise make them available to any unauthorized person. The System Standards Manual, which is loaned to you for use, will remain our sole property and must be kept in a secure place at the Crossing the Jordan™ Boutique. If electronically provided, you must not divulge your user name or password to anyone without our prior written consent.

We may revise the contents of the System Standards Manual at any time and as we deem necessary or appropriate. We will notify you of revisions in writing. You must comply with each new or changed standard immediately upon notification. You must ensure that the System Standards Manual is kept current at all times. In the event of any disputes as to the contents of the System Standards Manual, the terms of the master copy maintained by us at our home office will be controlling.

We will disclose to you certain confidential or proprietary information and trade secrets. Except as is necessary for the operation of your Crossing the Jordan™ Boutique and as we approve, you may not, during the term or at any time after the expiration or termination of the Franchise Agreement, regardless of the cause of termination, directly or indirectly, use for your own benefit or communicate or divulge to, or use for the benefit of any other person or entity, any trade secrets, confidential information, knowledge or know-how concerning the services, advertising, marketing, designs, plans, or methods of operation of your Crossing the Jordan™ Boutique or the Crossing the Jordan™ System. You may disclose to your employees only that confidential, proprietary or trade secret information as is necessary to operate the business and then only while the Franchise Agreement is in effect. Any and all information, or knowledge, including, materials, equipment, marketing, and other data, which we designate as secret or confidential, will be deemed secret and confidential for purposes of the Franchise Agreement.

At our request, you must require your manager, and any personnel having access to any of our confidential information to execute covenants that they will maintain the confidentiality of information they receive in connection with their employment by you at your Crossing the Jordan™ Boutique. The covenants must be in a form satisfactory to us, including, specific identification of us as a third-party beneficiary of the covenants, with the independent right to enforce them.

We also consider our trade dress (i.e., elements of the Crossing the Jordan™ method and style of doing business) inherently and uniquely distinctive and protectable under applicable Federal and State law.

We do not presently own any patents.

Should you or anyone affiliated with you develop any discoveries, ideas, modification or additions related to the operation of Crossing the Jordan™ Boutiques, you shall immediately advise us of such discovery or idea in writing. We may authorize the use and/or dissemination of such discovery or idea, and you agree not to implement the discovery or idea until authorized to do so by us. All such discoveries and ideas developed or used in connection with any Crossing the Jordan™ Boutique and/or the Crossing the Jordan™ System are our property, regardless of whether developed by us, you, or otherwise. No compensation is due to you on account of any such discovery or idea.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You are obligated to personally and directly supervise the operation of your Crossing the Jordan™ Boutique, unless otherwise permitted in writing by us. You further agree to devote the amount of your time, attention and best efforts to the performance of your duties under the Franchise Agreement that is necessary for the proper and effective operation of the Crossing the Jordan™ Boutique.

If you are an individual, you shall serve as the Manager for your Crossing the Jordan™ Boutique and may designate Designated Boutique Manager. Your Crossing the Jordan™ Boutique shall at all times be under the direct, on-site supervision of you or your Designated Boutique Manager or any additional Designated Boutique Managers (if you employ more than one Crossing the Jordan™ Designated Boutique Manager) that have successfully completed our initial training program.

You shall inform us in writing as to the identity of your Designated Boutique Manager and any successor Designated Boutique Managers. Your Designated Boutique Manager will have day-to-day management responsibility for the Crossing the Jordan™ Boutique, exercise on-premises supervision, and personally participate in the direct operation of the Crossing the Jordan™ Boutique. Each Designated Boutique Manager and Assistant Designated Boutique Manager must complete to our satisfaction, the Crossing the Jordan™ Initial Training Program, under the terms and conditions specified in the Franchise Agreement.

Each Designated Boutique Manager and Assistant Designated Boutique Manager shall be required to sign a Confidentiality/Non-Competition Agreement provided by us, and may divulge only Confidential Information necessary to operate the Crossing the Jordan™ Boutique, and only to those of your employees, agents or independent contractors who need access to it for this purpose. You are obligated to take all necessary precautions to ensure that all your employees retain the Confidential Information in confidence.

If you are a corporation, limited liability company, partnership, limited partnership or any other type of legal entity formed in compliance with applicable law ("Business Entity"), then all owners of the Business Entity must sign an agreement under which all owners agree to be jointly and severally liable for all the obligations to Franchisor under the Franchise Agreement, and to be bound by all the terms, conditions and covenants of the Franchise Agreement. (Exhibit B to Franchise Agreement).

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must confine your business to the operation of a Crossing the Jordan™ Boutique. You may not conduct any other business or activity at or from the Crossing the Jordan™ Boutique Location. You may identify your Crossing the Jordan™ Boutique only by the trade name and service mark "Crossing the Jordan™." You must offer all of the products and services that we prescribe, and we may change the products and services from time to time at our discretion. You may not offer or sell any product or service from the Crossing the Jordan™ Boutique except those we authorize.

We do not impose any other restrictions in the Franchise Agreement or otherwise on the goods or services that you may offer or sell or on the customers to whom you may offer or sell.

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	FA Section 1	Commences on the Effective Date of the FA and expires on the 7th anniversary of the date you open your Boutique for business.
(b) Renewal or Extension.	FA Section 1	If you satisfy the requirements to obtain a successor franchise, you may be granted the right to continue operating your Crossing the Jordan™ Boutique for two (2) additional consecutive terms of five (5) years each.
(c) Requirements for franchisee to renew or extend	FA Section 1	You must have substantially complied with all of the provisions of the Franchise Agreement during its initial or renewal term. You must maintain possession of the Location and before the expiration date, bring the Boutique into full.

		compliance with the specifications and standards then applicable for new or renewing Crossing the Jordan™ Boutiques. You must give notice of renewal to us at least nine (9) months, but no more than twelve (12) months, prior to the expiration of the Term. You must have satisfied all monetary obligations owed to us and our affiliates and have timely met these obligations throughout the term of the Franchise Agreement. You must execute our then-current form of the Franchise Agreement (with appropriate modifications to reflect the fact that the Franchise Agreement relates to the grant of a renewal franchise), which Franchise Agreement shall supersede in all respect the initial agreement and the terms of which may differ materially from the terms of the initial Franchise Agreement including, without limitation, different percentages for Royalty Fees and Marketing Fund Contributions. You must comply with our then-current qualification and training requirements. You must execute a general release, in a form prescribed by us, of any and all claims against us, our subsidiaries, affiliates and our respective officers, directors, attorneys, agents, shareholders and employees. You must, at your expense, upgrade the Boutique to conform to the then-current standards and specifications of the Crossing the Jordan™ System, and complete this upgrading within the time reasonably specified by Franchisor. You must pay us our then current Successor Franchise Fee.
(d) Termination by franchisee	FA N/A	N/A
(e) Termination by franchisor without cause	FA N/A	N/A
(f) Termination by franchisor with cause	FA Sections 16	We can terminate you only if you default.
(g) "Cause" defined – curable defaults	FA Sections 8 and 16	Defaults, other than those to which there is no cure period, payment defaults, or to advertising standards, may be cured within 15 calendar days after notice of cure is received. Payment defaults may be cured within 10 calendar days of receipt of a written notice. Advertising standards defaults must be cured within 3 calendar days after franchisee's receipt of notice.
(h) "Cause" defined – non-curable defaults	FA Section 16	Non-curable defaults: bankruptcy or insolvency; you do not commence operation of the franchised

		Boutique within 365 calendar days following execution of the Franchise Agreement by us; abandonment; omission or misrepresentation of a material fact in the information you furnish to us; we and you agree in writing to terminate the Franchise Agreement; you do not provide a copy of the proposed Lease, or do not secure a Boutique Location within the time limits and following the procedures specified in the Franchise Agreement; loss of possession of the Boutique; you engage in an act that constitutes a crime or offense; a threat or danger to public health or safety results from your continued operation of the franchised Boutique; You reuse and/or recycle any Proprietary Product, or sells such products to third parties without our prior approval and written consent; you fail to correct any local, state or municipal health or sanitation law or code violation within seventy- two hours after being cited for such violation; you purport to transfer any rights or obligations under the Franchise Agreement, the franchisee (if a legal entity), or the franchised Boutique to any third party in violation of the terms of the Franchise Agreement; you conceal revenues; knowingly maintain false books or records; falsify information or otherwise defrauds or makes false representation to us or, knowingly submit any substantially false report to us; you engage in any conduct or practice that is a fraud upon consumers, or is an unfair, unethical, or deceptive trade, act or practice; you are found to have understated by 2% or more for any calendar year, your Gross Revenue; you interfere or attempt to interfere with our contractual relations with other franchisees, customers, employees, advertising agencies or any third parties; or you interfere or attempt to interfere with our ability or right to franchise or license others to use and employ our Marks and System or you make any use of the Marks not authorized under the Franchise Agreement; you receive three (3) notices of default within any eighteen (18) month period; you offer or sell any unapproved products and/or conduct (or permit the conducting of) any business other than the business contemplated by the Franchise Agreement at or from the Boutique without our prior written consent; or if Franchisee shall abandon the Boutique.
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(i) Franchisee's obligations on termination/non-renewal	FA Section 17	Obligations include immediately paying all sums due and owing to us and paying to us the full amount of the Boutique's outstanding gift card/certificate; discontinuing the use of the Marks, System Standards Manual, and System; cancel any assumed name or equivalent registration which contains the Mark "Crossing the Jordan™," or any other of our Marks; allow us to enter and take possession of your Boutique to maintain continuous operation of the previously-franchised Boutique; pay all of our expenses incurred as a result of the default or termination, including all damages, costs, and expenses, and reasonable attorneys' and experts' fees; at our option, which is exercisable in writing within thirty (30) calendar days from the date of expiration or termination of the Agreement, or if termination is contested by you, within thirty (30) calendar days after a court decides the propriety of the termination, assign to us any interest which you have in any Lease, right or entry or easement for the Boutique Location, and vacate the Boutique promptly and completely, rendering all necessary assistance to us to enable us to take prompt possession; except as provided for in Section 17.1.B.4 or as otherwise instructed by us, you shall immediately close the franchised Boutique for business, and, during the thirty (30) day period following expiration or termination, you shall not take any action to remove, conceal, assign, transfer or sell, any items containing the Marks, signs, equipment, furniture, fixtures, or other tangible assets used in, or necessary for, the effective operation of the Boutique; if you own the Boutique, to execute and deliver to us a Lease for the Boutique Location on commercially reasonable terms; return all training or other manuals furnished to you, including the System Standards Manual and supplements to the System Standards Manual; immediately execute all agreements necessary to effectuate the termination in a prompt and timely manner; arrange with Franchisor for an inventory to be made by Franchisor, at Franchisor's cost, of all the personal property, fixtures, equipment, signs, inventory, supplies and any other tangible assets of Franchisee and the franchised Boutique, including, without limitation, all items bearing the Marks. We shall have the right (but not the duty), to be exercised by notice of intent to do so within fifteen (15) days after the Effective Date of Termination,
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		or if termination is contested by Franchisee, within thirty (30) days after a court decides the propriety of the termination, to purchase any or all of the signs, advertising material, supplies, equipment and any items bearing the Marks at your cost or fair market value, whichever is less. If the parties cannot agree on fair market value within a reasonable time, an independent qualified appraiser shall be designated by each party and their determination shall be binding on both parties. If these appraisers are unable to arrive at a fair market value, they will designate a third, approved appraiser whose determination shall be binding upon both parties. If we elect to exercise any option to purchase under this Section 17.1.B.9, we shall have the right to set off all amounts due from you under this Agreement, and the cost of the appraisal, if any, against any payment for the appraisal. Franchisee shall not, for a period of thirty (30) days after termination or expiration of this Agreement, transfer, convey, assign or sell to any person or entity other than Franchisor, any of the fixtures, equipment, inventory, supplies and other tangible assets of Franchisee and the franchised Boutique; cease using the telephone numbers listed in any telephone directories, local listings or local internet search engines under the name "Crossing the Jordan™" or any other confusingly similar name or, upon our written demand, direct the telephone company to transfer the telephone numbers listed for the franchised Boutique to us or to any other person and location that we direct; comply with the post-termination/post- expiration covenants not to compete set forth in the Franchise Agreement; continue to abide by those restrictions pertaining to the use of our Confidential Information, trade secrets and know-how set forth in the Franchise Agreement; immediately refrain from engaging in any contacts with customers; immediately surrender to us all computer software, data storage disks or tapes used in the operation of the franchised Boutique, printouts, and other information pertaining to computer operations, codes, procedures and programming; if we elect not to assume possession of the Boutique, then promptly upon termination or expiration, perform all reasonable redecoration and remodeling of the Boutique as we consider necessary in our
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		reasonable judgment to distinguish the Boutique from a Crossing the Jordan™ Boutique. Remit payment within 30 days of liquidated damages as follows: liquidated damages will be equal to the Royalty Fees and Marketing Fund Fees that Franchisor would have received for three (3) years based on Franchisee's most recent annual Gross Revenues. If Franchisee's Crossing the Jordan™ Boutique has not been open for one (1) year immediately preceding termination, the liquidated damages will be calculated by taking the number that is the monthly average of Royalty Fees and Marketing Fund Fees payable to Franchisor from the date Franchisee's Crossing the Jordan™ Boutique was opened through the date of termination and multiplying it by thirty-six (36). If the time remaining in the Franchise Agreement is less than thirty-six (36) months, the monthly average as calculated above will be multiplied by the number of months remaining in the Term of this Agreement.
(j) Assignment of contract by franchisor	FA Section 13	We have an unlimited right to assign the Franchise Agreement.
(k) "Transfer" by franchisee – defined	FA Section 13	Includes any transfer of your interest in the Franchise Agreement or Boutique.
(l) Franchisor approval of transfer by franchisee	FA Section 13	We have the right to approve all transfers and assignments but will not unreasonably withhold our consent.
(m) Conditions for franchisor approval of transfer	FA Section 13	New franchisee or principal owner qualifies; you are not in default under the Franchise Agreement; Transfer Fee paid; all amounts owed by you are paid; training completed; general release signed; new franchise agreement signed; right of first refusal to us provided.
(n) Franchisor's right of first refusal to acquire franchisee's business	FA Section 13	We can match the offer you receive for the sale of your Boutique.
(o) Franchisor's option to purchase franchisee's business	FA Section 17	We have the right to purchase your Boutique or your assets upon the expiration or termination of the Franchise Agreement.
(p) Death or disability of franchisee	FA Section 13	The franchise can be transferred to a third party approved by us upon your death, disability or incapacity. Transfer conditions apply (see M above). We may temporarily operate the Boutique until a third party qualifies.

(q) Non-competition covenants during the term of the franchise.	FA Section 12	No direct or indirect involvement in the operation of any business selling products or services similar to those sold by your Crossing the Jordan™ Boutique
(r) Non-competition covenants after the franchise is terminated or expires	FA Section 12	No competing business for two (2) years within the Protected Territory or twenty-five (25) miles of the Protected Territory of the perimeter of or within twenty-five (25) miles any other Crossing the Jordan™ Boutique Protected Territory.
(s) Modification of the agreement	FA Section 5, 6 and 20	No modification unless in writing, although we can change our list of Marks, System Standards Manual, or System. Franchisee shall receive 15 days notice prior to changes to the System Standards Manual or System taking affect.
(t) Integration/merger clause	FA Section 20	No statements or promises binding unless contained in the Franchise Agreement. Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable. However, nothing in the Franchise Agreement or in any related agreement is intended to waive Franchisee's reliance on any representation made by Franchisor in this disclosure document or in its exhibits or amendments, or to disclaim liability for statements authorized by Franchisor in this disclosure document.
(u) Dispute resolution by arbitration or mediation	FA N/A	N/A
(v) Choice of Forum	FA Section 23	All disputes shall be litigated solely in Delaware, subject to applicable state law.
(w) Choice of Law	FA Section 23	Delaware law governs, subject to applicable state law.

ITEM 18

PUBLIC FIGURES

We currently do not use any public figures to promote our franchise.

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATION

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; and (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.

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 Dana Bryant, Crossing the Jordan Franchise Corporation, 6200 Nesbitt Rd Madison WI 53719, phone (608)-270-9480, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

**System Wide Outlet Summary
For Years Ending December 31, 2015, 2016 and 2017**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2015	0	0	0
	2016	0	0	0
	2017	0	0	0
Company-Owned	2015	2	2	2
	2016	2	2	0
	2017	2	2	0
Total Outlets	2015	2	2	0
	2016	2	2	0
	2017	2	2	0

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Table No. 2

**Transfers of outlets from Franchisees to New Owners
(other than the Franchisor)
For Years Ending December 31, 2015, 2016 and 2017**

State	Year	Number of Transfers
California	2015	0
	2016	0
	2017	0
Total	2015	0
	2016	0
	2017	0

Table No. 3

**Status of Franchised Outlets for years ending
For Years Ending December 31, 2015, 2016 and 2017**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non- Renewals	Reacquired by Franchisor	Ceased Operations - other reasons	Outlets at End of Year
CA	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
Totals	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0

Table No. 4

**Status of Company-Owned Outlets
For Years Ending December 31, 2015, 2016 and 2017**

State	Year	Outlets at Start of Year	Outlets Reopened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
CA	2015	2	0	0	0	0	2
	2016	2	0	0	0	0	2
	2017	2	0	0	0	0	2
Totals	2015	2	0	0	0	0	2
	2016	2	0	0	0	0	2
	2017	2	0	0	0	0	2

Table No. 5
Projected Openings as of
December 31, 2017

<u>State</u>	<u>Franchise Agreements Signed But Outlet Not Opened</u>	<u>Projected New Franchised Outlets In The Next Fiscal Year</u>	<u>Projected New Company-Owned Outlets In The Next Fiscal Year</u>
California	0	5	0
Total	0	5	0

Exhibit C to this Disclosure Document list the names of all of our operating franchisees and the addresses and telephone numbers of their Crossing the Jordan™ Boutiques as of the issuance date of this disclosure document, and also lists the franchisees who have signed Franchise Agreements for Crossing the Jordan™ Boutiques which were not yet operational as of the issuance date of this disclosure document. Exhibit D lists the name, city and state, and business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, cancelled, not renewed, or voluntarily or involuntarily ceased to do business under a Franchise Agreement during the most recently completed fiscal year, or who has not communicated with us within 10 weeks of the issuance date of this disclosure document.

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

There are no franchisees who have signed a confidentiality agreement that restricts a current or former franchisee from discussing his or her experience as a franchisee in the Crossing the Jordan™ System during the last 3 years.

There are no trademark specific franchisee associations that we are aware of.

ITEM 21 FINANCIAL STATEMENTS

We just began franchising as of the issuance date of this disclosure document and do not have 3 years of operational history. Attached to this disclosure document as Exhibit F are unaudited balance sheets as of December 31, 2017 and January 31, 2018, profit and loss statements through December 31, 2017 and January 31, 2018 and statement of cash flows through December 31, 2017 and January 31, 2018. Our fiscal year ends December 31.

ITEM 22 CONTRACTS

Franchise Agreement - Exhibit B
Ownership Addendum to Franchise Agreement
Franchise Protected Territory/Boutique Location (Exhibit A to Franchise Agreement)
Principal Owners Guaranty (Exhibit B to Franchise Agreement)
Confidentiality/Non-Compete Agreement (Exhibit C to Franchise Agreement)
Electronic Funds Transfer Authorization (Exhibit D to Franchise Agreement)
Security Agreement (Exhibit E to Franchise Agreement)
Lease Addendum (Exhibit F to Franchise Agreement)
Sample General Release - Exhibit E
Non-Disclosure Agreement - Exhibit I

ITEM 23
RECEIPTS

Attached as the last 2 pages of this disclosure document as Exhibit J are detachable documents acknowledging your receipt of this disclosure document.

EXHIBIT A TO FRANCHISE DISCLOSURE DOCUMENT
LIST OF STATE ADMINISTRATORS AND STATE AGENTS FOR SERVICE OF
PROCESS

If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process. There also may be additional agents appointed in some of the states listed.

STATE	STATE REGULATORY AGENCY	AGENT TO RECEIVE PROCESS IN STATE, IF DIFFERENT THAN THE STATE REGULATORY AGENCY
California	Department of Business Oversight <i>Los Angeles</i> 320 West 4 th Street Suite 750 Los Angeles, CA 90013-2344 (213) 576-7500 <i>Sacramento</i> 1515 K Street Suite 200 Sacramento, CA 95814-4052 (916) 445-7205 <i>San Diego</i> 1350 Front Street, Room 2034 San Diego, CA 92101-3697 (619) 525-4233 <i>San Francisco</i> One Sansome Street, Suite 600 San Francisco, CA 94104-4428 (415) 972-8565 Toll Free (866) 275-2677	
Delaware	N/A	Agents and Corporations, Inc. 1201 Orange Street, Ste 600 One Commerce Center Wilmington, DE 19801
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 Securities Division 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-7042	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	
Minnesota	Minnesota Department of Commerce Securities Unit 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Commissioner of Commerce Minnesota Department of Commerce Securities Unit 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198
New York	New York State Department of Law Bureau of Investor Protection and Securities 120 Broadway, 23rd Floor New York, NY 10271 (212) 416-8211	Secretary of State The Division of Corporations One Commerce Plaza 99 Washington Avenue Albany, NY 12231-0001
North Dakota	Office of Securities Commissioner Fifth Floor 600 East Boulevard Bismarck, ND 58505-0510 (701) 328-4712	
Oregon	Department of Consumer & Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, OR 97310 (503) 378-4140	
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue John O. PaBoutique Complex-69-1 Cranston, RI 02920-4407 (401) 462-9527	

South Dakota	Division of Securities 124 S. Euclid, Suite 104 Pierre, SD 57501 (605) 773-4823	
Virginia	State Corporation Commission 1300 East Main Street 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk 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 98507-9033 (360) 902-8760	Director of Dept. 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	

**EXHIBIT B TO FRANCHISE DISCLOSURE DOCUMENT
FRANCHISE AGREEMENT**

**CROSSING THE JORDAN FRANCHISE CORPORATION
FRANCHISE AGREEMENT**

Effective Date:

Name of Franchisee:

Address of Franchisee:

**Boutique Location:
(if different)**

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Exhibits

Exhibit A	Franchise Location and Protected Territory
Exhibit B	Principal Owners Guaranty
Exhibit C	Confidentiality/Non-Compete Agreement
Exhibit D	Electronic Funds Transfer Authorization
Exhibit E	Security Agreement
Exhibit F	Lease Addendum

**CROSSING THE JORDAN FRANCHISE CORPORATION
FRANCHISE AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of _____, 20 ____ ("Effective Date"), between CROSSING THE JORDAN FRANCHISE CORPORATION, a Delaware corporation, with its principal office at 501 4th Street, Santa Rosa, CA 95401 ("CJFC," or "Franchisor") and _____, whose principal address is _____ ("Franchisee").

RECITALS

WHEREAS, Franchisor is the sole and exclusive owner of the right to license a proprietary system for the operation of an upscale, trendy designer boutique that buys, sells and/or trades previously owned merchandise such as clothing for women, teens and children, accessories, shoes, household items, furniture and home décor under the trade name and federally registered trademark "Crossing the Jordan™" (the "**Crossing the Jordan™ System**"). The Crossing the Jordan™ System includes, among other things, the following elements, all or some of which may be deleted, changed, improved or further developed by Franchisor from time to time:

Plans and specifications for distinctive standardized premises, featuring characteristic exterior style, colors and design, interior design and furnishing, equipment, layout, exterior signage, and marketing techniques and materials;

A uniform method of operating, which is described in the System Standards Manual;

Distinctive and characteristic trade names, trade dress, trademarks and service marks, including, but not limited to: "Crossing the Jordan™" (the "**Trademarks**" or "**Marks**"), signs, designs, color schemes, standardized premises featuring characteristic exterior style, colors, and design, interior design and furnishings and equipment layout, and emblems as Franchisor designates in the System Standards Manual or otherwise in writing or as prescribed for use with the Crossing the Jordan™ System and as may from time to time be developed;

Systems and procedures necessary to operate a franchised business; and

Such exclusive confidential information and trade secrets as has been and may from time to time be developed, and which are disclosed by Franchisor to its franchisees in confidence in connection with the construction and operation of a Crossing the Jordan™ Boutique.

WHEREAS, Franchisee wishes to obtain the right from Franchisor to operate an Crossing the Jordan™ business pursuant to the Crossing the Jordan™ System, and to be afforded the assistance provided by Franchisor in connection therewith, and understands and accepts the terms, conditions and covenants set forth herein as those which are reasonably necessary to maintain Franchisor's high and uniform standards of quality and service designed to protect the goodwill and enhance the public image of the Marks and the Crossing the Jordan™ System and recognizes the necessity of operating its Crossing the Jordan™ Boutique in faithful compliance therewith, and with Franchisor's standards specifications.

NOW, THEREFORE, the parties in consideration of the undertaking and commitments set forth in this Agreement, agree as follows:

ARTICLE 1: GRANT OF FRANCHISE AND SUCCESSOR FRANCHISE

1.1 Grant of Franchise

Subject to the provisions of this Agreement, Franchisor hereby grants to Franchisee the non-exclusive right to operate one Crossing the Jordan™ Boutique (the "**Boutique**") and to use the names and Marks and the Crossing the Jordan™ System during the Term (as defined below) solely at the location identified in Exhibit A to this Agreement (the "**Location**"). Franchisee may not operate the Boutique from any other location, and Franchisee may not relocate the Boutique for any purpose without the express prior

written approval and consent of Franchisor. Franchisee also may not sell any products or services at any other location or through any other channel of distribution other than at, and through, the Location identified in Exhibit A.

1.2 Approved Location

If, at the time this Agreement is executed, a location for Franchisee's Boutique is not identified or obtained by Franchisee and approved by Franchisor, Franchisee shall Lease or acquire a location within sixty (60) days after the date of this Agreement, such time period to include the time required for Franchisor's approval as provided below. Franchisee's failure to Lease or acquire a location for the Boutique within this period of time shall constitute a material default under this Agreement.

Immediately following Franchisee's selection of a proposed site for the Boutique Location, Franchisee shall deliver to Franchisor all the information Franchisor may request to evaluate the proposed location, as provided in its System Standards Manual or otherwise, including, but not limited to, a copy of the proposed Lease for the Location as provided in Section 3.2 below. Franchisor will use reasonable commercial efforts to accept or reject a proposed Location and Lease within fifteen (15) business days after Franchisor receives all of the requisite materials. Franchisee's proposed Location is deemed rejected if Franchisor fails to issue its written acceptance within such fifteen (15) day period. Franchisor may terminate this Agreement if an acceptable Location with an acceptable Lease has not been selected and approved within sixty (60) days of the Effective Date. Franchisee's deadlines to locate an acceptable Location and open its Crossing the Jordan™ Boutique will apply even if Franchisor has not approved any Location for Franchisee's Boutique.

So long as Franchisee is not in default under this Agreement and all other related agreements, and except as provided in this Agreement, Franchisor, its affiliates, subsidiaries and designees shall not operate a business of the type franchised under this Agreement or grant a franchise for the operation of a similar or competitive business within the territory (the "**Protected Territory**") identified on Exhibit A by a map or written description).

Franchisee authorizes Franchisor to complete Exhibit A to define the Location and the Protected Territory and, in the event that a Location and the Protected Territory.

1.3 Rights Reserved By Franchisor

Franchisor (on behalf of itself and its affiliates) retains all rights with respect to Crossing the Jordan™ System, the Marks, the sale of Proprietary Products and any other products and services, anywhere in the world, including, without limitation, the right to: (a) own, operate, situate and/or license others to operate Crossing the Jordan™ Boutiques anywhere outside the Protected Territory, as Franchisor considers appropriate, including within close proximity to the Location or Protected Territory; (b) offer and sell within the Protected Territory (either themselves or through franchisees), those Proprietary Products and other products and services which this Agreement contemplates Franchisee will offer and sell; (c) to operate a business of the type franchised under this Agreement or grant a franchise for the operation of a similar or competitive business within the Protected Territory so long as the Marks are not used, and/or (d) offer, sell and/or otherwise distribute, at wholesale or retail, and under the Marks, and/or other names and marks, the Proprietary Products, components thereof or variations thereon, which now or in the future are a part of the Crossing the Jordan™ System, to any person or entity, both within and outside Franchisee's Protected Territory, from and/or to any location whatsoever or by means of any channel of distribution. Franchisor and its affiliates may engage in such wholesale or retail sales activities from, at, to, or through existing Buy-Sell-Trade boutiques and/or any other wholesale or retail entities or facilities whatsoever. Franchisee understands and acknowledges that this Agreement does not grant Franchisee any rights with respect to such sales whether conducted now or in the future.

1.4 Term

Unless otherwise terminated as provided for in this Agreement, the term of this Agreement shall commence on the Effective Date and expire seventh (7th) anniversary of the date Franchisee's Boutique opens for business ("**Opening Date**") (the "**Term**").

1.5 Successor Franchise Term

Upon expiration of this Agreement, subject to the conditions of this Section, Franchisee will have the right to acquire a successor franchise to operate its Crossing the Jordan™ Boutique for two (2) additional five (5) year periods on the terms and conditions of the franchise agreement Franchisor is then using in granting franchises for Crossing the Jordan™ Boutiques ("Successor Franchise Agreement"), if:

1. Franchisee has substantially complied with all of the provisions of this Agreement during its term;
2. Franchisee maintains possession of the Location and before the expiration date of this Agreement has brought the Boutique into full compliance with the specifications and standards then applicable for new or renewing Crossing the Jordan™ Boutiques, and presents evidence satisfactory to Franchisor that it has the right to remain in possession of the Location for the duration of any successor franchise term; or, in the event Franchisee is unable to maintain possession of the Location or, in the judgment of Franchisor, the Boutique should be relocated, Franchisee secures a substitute location approved by Franchisor and has furnished, stocked and equipped such premises to bring the Boutique at its substituted location into full compliance with the then current specifications and standards before the expiration date of this Agreement;
3. Franchisee has given notice of its intent to obtain a successor franchise to Franchisor as provided hereinafter;
4. Franchisee has satisfied all monetary obligations owed by Franchisee to Franchisor and affiliates and has timely met these obligations throughout the term of this Agreement;
5. Franchisee has executed, upon the granting of the successor franchise by Franchisor, Franchisor's Successor Franchise Agreement, which such Successor Franchise Agreement shall supersede in all respect this Agreement and the terms of which may differ from the terms of this Agreement including, without limitation, different percentages for Royalty Fees and Marketing Fund Fees;
6. Franchisee has complied with Franchisor's then-current qualifications and training requirements;
7. Franchisee has executed a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor, its subsidiaries, affiliates and their respective officers, directors, agents, shareholders and employees.
8. Franchisee, at its expense, upgrades the Boutique to conform to the then-current standards and specifications of the Crossing the Jordan™ System, and completes this upgrading within the time reasonably specified by Franchisor; and
9. Franchisee shall pay to Franchisor its then-current Successor Franchise Fee.

If Franchisee desires to obtain a Successor Franchise Agreement, Franchisee shall give Franchisor written notice of its desire to do so at least nine (9) months, but not more than twelve (12) months, prior to the expiration of the Term of this Agreement. Within ninety (90) days after its receipt of such timely notice, Franchisor shall furnish Franchisee with written notice of: (1) reasons which could cause Franchisor not to accept any such successor franchise notice including, but not limited to, any deficiencies which require correction and a schedule for correction thereof by Franchisee; and (2) Franchisor's then-current requirements relating to the images, appearance, decoration, furnishing, equipping and stocking of Crossing the Jordan™ Boutiques and a reschedule for effecting upgrading or modifications in order to bring the Boutique in compliance therewith, as a condition of granting the successor franchise. If Franchisor fails to respond to Franchisee's request for a successor franchise, Franchisee's request shall be deemed rejected. The granting of a successor franchise shall be conditioned upon Franchisee's compliance with such

requirements and continued compliance with all the terms and conditions of this Agreement up to the date of expiration of the Term or as set forth in writing by Franchisor.

Franchisor shall give Franchisee written notice of its election not to grant a successor franchise at least six (6) months prior to the expiration of the Term of this Agreement. Such notice shall specify the reasons for not granting the successor franchise.

ARTICLE 2: INITIAL FRANCHISE FEE

2.1 Initial Franchise Fee

In consideration of the execution of this Agreement by Franchisor, Franchisee agrees to pay Franchisor an Initial Franchise Fee of twenty-five thousand and no/100 dollars (\$25,000) if this is Franchisee's first Boutique. If Franchisee currently operates a Boutique or Boutiques and is in full compliance with all agreements between Franchisee and Franchisor, the Initial Franchise Fee for the Location subject to the terms of this Agreement shall be reduced to sixteen thousand six hundred sixty-seven and no/100 dollars (\$16,667.00). The Initial Franchise Fee is payable in immediately available funds upon Franchisee's execution of this Agreement and is deemed fully earned by Franchisor upon receipt. The Initial Franchise Fee is not refundable under any circumstances.

ARTICLE 3: SITE SELECTION REQUIREMENTS

3.1 Boutique Location

Franchisee shall operate its franchised Boutique only at and from the Location. As used herein, "**Location**" means that location selected by Franchisee and approved by Franchisor from which Franchisee shall operate its Boutique continuously and without interruption throughout the term of this Agreement. Franchisor may assist Franchisee in its efforts to select a suitable Location for its Boutique, but Franchisee understands and agrees that it will remain the ultimate responsibility of Franchisee to select and choose the Location.

3.2 Boutique Location Lease

Not later than forty-five (45) days following the Effective Date, Franchisee shall deliver to Franchisor a copy of any proposed Lease or purchase agreement, if applicable, for the Boutique Location and any proposed related documents, or -- if otherwise acquired -- a copy of the relevant documents. Any purchase agreement, Lease, sublease or other rental agreement for the Boutique Location (each, as applicable, a "**Lease**") will be subject to Franchisor's prior written approval, which Franchisor may not unreasonably withhold or delay. If Franchisor does not communicate its approval or disapproval of the proposed purchase agreement, Lease or sublease to Franchisee within fifteen (15) business days following Franchisor's receipt of same, the proposed Lease or sublease will be deemed rejected by Franchisor as the Lease hereunder.

A. With regard to any Lease:

1. Franchisee may not create any obligations on behalf of Franchisor, grant any rights against Franchisor or agree to any other term, condition, or covenant which is inconsistent with any term of this Agreement;
2. Franchisee agrees to duly and timely perform all terms, conditions, covenants and obligations under the Lease; and
3. Except as otherwise provided in this Agreement, Franchisee may not assign, charge, encumber or transfer its Lease, or sublet all or any part of the Boutique Location, without Franchisor's prior written approval. All Leases or other agreements entered into by Franchisee to secure the Boutique Location must contain provisions acceptable to Franchisor and which provide that:
 - (i) After the expiration or termination of this Agreement (the Franchise Agreement) for any reason, Franchisor shall have the right, but not the obligation, to be exercised in the Franchisor's sole discretion, to cure any of Franchisee's defaults under the Lease within thirty (30) days of Franchisor's

receipt of notice of such defaults. Franchisor shall also have the right, but not the obligation to either to assume the obligations of and replace Franchisee as the lessee under the Lease, or to have another franchisee assume the obligations of and replace Franchisee as the lessee under the Lease; and, if Franchisor has assumed the obligations of and replaced Franchisee as the lessee under the Lease, to reassign the Lease to another franchisee.

- (ii) The lessor or sublessor will furnish to Franchisor written notice specifying any default and the method of curing the default; allow Franchisor thirty (30) days after receipt of the notice to cure the defaults (except that if the default is the non-payment of rent, Franchisor will have only fifteen (15) days from receipt of notice to cure the default); and, allow Franchisor to exercise its option for Franchisor or another franchisee, who is acceptable to the lessor, to succeed to Franchisee's interest in the Lease.
- (iii) The lessor or sublessor will accept Franchisor or another franchisee designated by Franchisor, and who is acceptable to the lessor, as a substitute tenant under the Lease upon notice from Franchisor that it is exercising its option for Franchisor or another franchisee to succeed to Franchisee's interest in the Lease and/or to reassign the Lease to another franchisee following Franchisor's assumption of obligations under the Lease.
- (iv) The lessor or sublessor acknowledges that Franchisee alone is responsible for all debts, payments and performances under the Lease before Franchisor or another franchisee takes actual possession of the premises.
- (v) The Lease may not be modified or amended without Franchisor's prior written consent. The lessor will promptly provide Franchisor with copies of all proposed modifications or amendments and true and correct copies of the executed modifications and amendments.
- (vi) The lessor or sublessor may, upon the written request of Franchisor, disclose to Franchisor all reports, information or data in the lessor or sublessors possession (as applicable) with respect to sales made in, upon or from the leased Boutique premises.
- (vii) Following the expiration or termination of this Agreement (the Franchise Agreement) for any reason, Franchisor may enter the premises to remove its Marks and other proprietary property or property containing the Marks.
- (viii) The lessor or sublessor will not Lease space in the shopping center, building, or plaza to a tenant who offers to buy, sell and/or trade previously owned merchandise or that is a Competitive Business.

B. Franchisee and the lessor or sublessor for the Location must execute the Lease Addendum attached hereto as Exhibit F.

3.3 Government Approvals, Consents and Licenses

It will be Franchisee's sole responsibility to promptly seek and obtain all government and quasi-governmental approvals, consents and licenses required to open and operate the Boutique. Franchisee undertakes to use all possible efforts to obtain all required approvals, consents and licenses. Franchisor makes no representation or warranty of any kind that Franchisee will be able to obtain all required approvals, consents and licenses.

3.4 Relocation of the Franchised Boutique

Franchisee may not relocate its Boutique to another location without first obtaining Franchisor's written approval, which may be withheld for any reason, in Franchisor's sole discretion. Any relocation of the Boutique will be at Franchisee's sole expense. All leases, subleases or other agreements that Franchisee enters into to relocate the Boutique must conform to the provisions of this Agreement. At the time Franchisee requests from Franchisor the right to relocate the Boutique, Franchisee shall pay Franchisor a fee equal to twenty-five percent (25%) of its then current Initial Franchise Fee for costs and other expenses Franchisor may incur in its consideration of the request. This payment is not refundable under any circumstances.

3.5 No Guaranty Of Success

Franchisee acknowledges that any advice or assistance by Franchisor regarding site selection, its proposal or suggestion of any location, and/or, its exercise of its rights of inspection or approval, are not meant to be relied on or construed in any way as a representation, express or implied warranty, or any other indicia of the prospective profitability, viability or merit of any location. Franchisor makes no representations about the location whatsoever.

ARTICLE 4: LEASEHOLD IMPROVEMENTS, FIXTURES, EQUIPMENT AND SIGNS

4.1 Buildout of Boutique, Layout and Specifications

Franchisee agrees, at its expense, to make all leasehold improvements and install all fixtures, furniture and equipment at the Boutique required to comply with Franchisor's current requirements and specifications. Franchisor may furnish Franchisee with a sample layout for the interior of a typical Crossing the Jordan™ Boutique and a set of typical preliminary plans and specifications for furniture, fixtures, equipment and/or decor. Franchisee agrees, at its expense, to employ licensed architects, designers, engineers or others as necessary to complete, adapt, modify or substitute the layout, plans and specifications for the Boutique. Within ninety (90) days of the Effective Date of this Agreement, Franchisee agrees to submit for Franchisor's approval:

A. A list of architects, contractors, designers and/or engineers Franchisee intends to employ;

B. A complete set of final plans and specifications and CAD files for the Boutique site before commencing construction of the Boutique. If CAD files are not available, then Franchisee must obtain a site survey; and

C. Certification from Franchisee's general contractor and architect stating that the as-built plans for the Boutique comply with the ADA; the architectural guidelines under the ADA; all applicable state and local codes for accessible facilities; and, all other federal, state and local laws, rules or regulations applicable to the Boutique.

Franchisor will review the list of architects, contractors, designers and /or engineers, the final plans and specifications and CAD files and the certification of ADA compliance promptly and either approve them in writing or provide comments to Franchisee. If Franchisor fails to approve such items in writing, they will be deemed disapproved. Franchisee may not begin construction of the Boutique until Franchisor has approved all items listed in Section 4.1 A-C above in writing.

Franchisor will consult with Franchisee, to the extent Franchisor considers necessary, on the construction and equipping of the Boutique, but it will be Franchisee's sole responsibility to diligently construct, equip, ready and open the Boutique at Franchisee's sole cost and expense.

4.2 Construction, Inspection and Opening

Franchisee agrees to use a licensed general contractor to perform construction work at the Boutique location. Franchisee shall immediately furnish the following to Franchisor before commencing construction, remodeling or refurbishing, and from time to time thereafter on request: the names and addresses of any subcontractor and/or vendor to be involved in these activities; copies of all permits, licenses, contractors'

liability insurance certificates or other items required for the construction, equipping and operation of the Boutique; and copies of all construction contracts and documents, and originals of all lien waivers, as Franchisor may require.

Franchisor will not be responsible for delays in construction, equipping or decoration or for any loss resulting from the Boutique design or construction, including but not limited to the actions or inactions of any approved, required or recommended general contractor and/or architecture firm. Franchisee shall obtain Franchisor's written approval for all changes to the Boutique plans furnished by Franchisee before construction or implementing the changes. Franchisor will have access to the Boutique Location while construction is in progress. Franchisor may require any reasonable alterations or modifications of the construction of the Boutique it considers necessary. If Franchisee fails to promptly begin the design, construction, equipping and opening of the Boutique with due diligence, this will be grounds for the termination of this Agreement.

Franchisor will have the right, but not the obligation, to conduct a final inspection of the completed Boutique. Franchisor may require any corrections and modifications it considers necessary to bring the Boutique into compliance with the plans and specifications approved by Franchisor. The Boutique will not be allowed to open if it does not conform to the approved plans and specifications, including changes approved by Franchisor. If Franchisee does not promptly correct any unauthorized variance from the approved plans and specifications, this will be grounds for termination of this Agreement.

4.3 Furniture, Fixtures, and Equipment

The specifications for typical furniture, fixtures, and equipment which Franchisor may furnish to Franchisee do not limit Franchisee's obligation to provide all required furniture, fixtures and equipment for the Boutique at its expense.

4.4 Indemnification of Franchisor

Franchisee will be solely responsible for the acts, errors or omissions of itself, its general contractor, its architects, designers, engineers and others regarding compliance with this Article. Franchisor will have no responsibility or liability for the acts, errors or omissions of Franchisee, its general contractors, architects, designers, or engineers. Franchisor will not be liable for any loss or damage arising from the construction, design or plan of the Boutique, whether because of its approval of plans and specifications or for any other reason. Franchisee agrees to indemnify Franchisor for any loss, cost or expense, including attorneys' and experts' fees, which Franchisor sustains because of the acts, errors or omissions of Franchisee, its contractors, architects, designers, or engineers arising out of or related to the design, construction or outfitting of the Boutique, whether or not approved by Franchisor.

4.5 Signs

Franchisee will submit to Franchisor the signage vendor Franchisee intends to use for approval prior to any signs being produced. Franchisor will approve or disapprove such vendor promptly in writing. A failure of Franchisor to approve such vendor in writing shall be deemed a disapproval. All exterior and interior signs used in connection with the franchised Boutique (including those related to pre-opening) must conform to Franchisor's sign criteria as to type, color, size, design and location then in effect. All signs must also be approved in writing by Franchisor before installation or display.

ARTICLE 5: DUTIES OF FRANCHISOR

5.1 Confidential Operating System Standards Manual

During the term of this Agreement, Franchisor shall loan Franchisee one (1) copy of its confidential operating manual (the "**System Standards Manual**") through Franchisor's extranet website or such other technology which may then be in existence, e-mails, and other hand-outs. At Franchisor's option, the System Standards Manual may be provided by the Internet. The System Standards Manual contains Franchisor's mandatory and suggested specifications, standards, operating procedures and rules prescribed from time to time by Franchisor for Crossing the Jordan™ Boutiques. Franchisee agrees to operate its

Boutique in strict compliance with the operational systems, procedures, policies, methods and requirements prescribed from time to time in the System Standards Manual. Franchisor shall have the right to add to and otherwise modify the System Standards Manual from time to time to reflect changes in the specifications, standards, operating procedures and rules prescribed by Franchisor for Crossing the Jordan™ Boutiques. Modifications in the System Standards Manual shall become effective upon delivery of written notice thereof to Franchisee unless a longer period is specified in such written notice, and Franchisee shall have 15 days to comply with or implement modifications in the Boutique after Franchisor notifies Franchisee of the modifications. The System Standards Manual, as modified from time to time, shall be an integral part of this Agreement and reference made in this Agreement, or in any amendments, exhibits or schedules hereto, to the System Standards Manual shall be deemed to mean the System Standards Manual kept current by amendments from time to time. Franchisee will incur, at its sole expense, all costs related to the modification to the System Standards Manual or the System.

The System Standards Manual shall at all times remain the sole property of Franchisor and shall promptly be returned upon expiration or termination of this Agreement. Franchisee agrees that it, its agents, independent contractors, and employees will treat the System Standards Manual and the information contained in it as confidential; maintain this information as secret and confidential; at no time copy, share, print, disclose, duplicate, record or otherwise reproduce the System Standards Manual or supplements to the System Standards Manual, in whole or in part; and, not otherwise make the System Standards Manual, supplements to the System Standards Manual or information in them available to any unauthorized person. Franchisee shall have its employees sign, at the time of employment, a Confidentiality/Non-Compete Agreement in a form substantially the same as the agreement attached to this Agreement as Exhibit C.

Franchisee agrees to ensure at all times that its copy of the System Standards Manual is current and up-to-date. Franchisee shall, if required by Franchisor, subscribe to receive alerts by electronic mail of any changes to the System Standards Manual. If there is any dispute as to Franchisee's compliance with the provisions of the System Standards Manual and any supplements to the System Standards Manual, the master copy of the System Standards Manual maintained by Franchisor (including its additions, deletions, or revisions) shall control.

5.2 Initial Training Program

Franchisor shall make an initial training program available to Franchisee and its operating partner or Designated Boutique Manager (the "**Initial Training Program**"). Franchisor reserves the right to require that, in Franchisor's sole discretion, Franchisee send additional staff to the Initial Training Program. The Initial Training Program shall be at least five (5) days in duration, and may include classroom, online and on-the-job training. Franchisee and its Designated Boutique Manager are required to attend and successfully complete the Initial Training Program at least three (3) weeks, but not more than ten (10) weeks, prior to the Boutique opening for business. The Initial Training Program shall be conducted at a site designated by Franchisor, which may include an existing Crossing the Jordan™ Boutique. Franchisor will determine and notify Franchisee of the date of commencement of the Initial Training Program.

If this is Franchisee's first Crossing the Jordan™ Boutique, Franchisor will provide up to seven (7) days on-site training at no cost, subject to the availability of Franchisor's personnel. If this is Franchisee's 2nd or subsequent franchise and Franchisee requests training at its Boutique and Franchisor's personnel are available, Franchisor will charge Franchisee a training fee as then stated in the System Standards Manual for Franchisor's staff conducting the training. In addition, Franchisee will also be responsible to reimburse Franchisor for all reasonable travel, meals, lodging and other expenses that we incur in providing the on-site training. These amounts are due 10 days after invoicing.

The actual cost for the Initial Training Program and on-site training for Franchisee's first franchise will be included in the Initial Franchise Fee. Franchisee agrees to pay all expenses incurred by its trainees and itself in connection with training, including, but not limited to, employee salaries, transportation costs, meals, lodging and other living expenses.

If Franchisor reasonably concludes that either Franchisee or its Designated Boutique Managers have failed to attend or successfully complete Franchisor's Initial Training Program, then that person may re-enroll in Franchisor's next scheduled Initial Training Program at an additional charge as then stated in the System Standards Manual.

Franchisor reserves the right to determine the duration and subject matter of its training programs and the right to train any number of individuals from any number of franchised or non-franchised Crossing the Jordan™ Boutiques at the same time.

5.3 Additional Training

From time to time, Franchisor may offer and hold refresher, on-going training or additional training courses for Franchisee and its management and training staff at such times and locations as Franchisor deems appropriate. Franchisor reserves the right to make any of these training programs mandatory for Franchisee and its management and training staff. Franchisor reserves the right to charge a reasonable fee for each person who attends any of these training programs. This fee is due immediately before training begins. Franchisee shall also pay all expenses incurred in connection with such training, including, but not limited to, employee salaries, transportation costs, meals, lodging and other living expenses.

5.4 Operating Assistance

Franchisor will furnish to Franchisee such assistance in connection with the operation of the Boutique as is from time to time deemed appropriate by Franchisor in its sole discretion. This assistance may be provided by Franchisor in person, by telephone, or through any other means it deems appropriate. Franchisee understands and agrees that all advice and guidance provided by Franchisor is only supportive of the operation of the Boutique and that the overall success of the Boutique is primarily dependent upon Franchisee's business abilities and efforts. Unless otherwise required by contract, any operating advice provided by the Franchisor is optional and Franchisee shall determine, in its sole discretion, whether to implement any change.

5.5 Products and Supplies

Franchisee shall cause the Boutique to conform to Franchisor's specifications and quality standards as specified in the System Standards Manual, and shall purchase only from distributors and suppliers approved by Franchisor (which may include Franchisor or its affiliates), all Proprietary Products, products, equipment, fixtures, furnishings, supplies, signs, inventory and other materials. Franchisee may also be required by Franchisor, in Franchisor's sole discretion, to use required vendors for services necessary to establish or operate the Boutique, including, but not limited to, marketing, payroll, architectural, design, construction and/or engineering services, equipment installation services, and information technology setup and installation services, which Franchisor establishes from time to time as set forth in the System Standards Manual or otherwise. Franchisor has the right to change Franchisor's approved and required vendors, distributors and suppliers in Franchisor's discretion. Franchisee acknowledges that Franchisee may incur an increased cost to comply with such changes at Franchisee's expense. If Franchisor provides any services, Franchisor will charge Franchisee its then-current fees for such services as set forth in the System Standards Manual or otherwise.

Franchisee acknowledges and understands that Franchisor and/or its affiliates may be the only supplier of certain Proprietary Products and other items, products, materials and/or services to Franchisee, and that the cost of the Proprietary Products may be higher than the cost of the same or similar products that may be purchased elsewhere. Franchisor shall have the right during the Term of this Agreement to amend, alter, add to, delete, or revise the Proprietary Products that Franchisee is required to purchase directly from Franchisor or its affiliates. Franchisee acknowledges that Franchisor and/or its affiliates will make a profit on the sale of Proprietary Products and other products to Franchisee. Franchisee further understands that Franchisor and/or its affiliates may from time to time receive consideration from manufacturers, suppliers, vendors and/or other third parties in respect to sales of products or services to Franchisee or in consideration of services

rendered or rights licensed to such persons. Franchisee agrees that Franchisor and/or Franchisor's affiliates shall be entitled to said profits and/or consideration.

The "**Proprietary Products**" are those products branded with the Marks or other proprietary property of Franchisor. Franchisor expressly reserves the right to revise the definition of "Proprietary Products" at any time during the term of this Agreement. Franchisee shall pay Franchisor or its designee (as applicable) upon Franchisee's receipt of the invoice for the products purchased, pursuant to the terms of that invoice.

Franchisor shall have no obligation to sell Proprietary Products, or other products, supplies and equipment to Franchisee, if Franchisee is in default under this Agreement.

Franchisor agrees that it will use its reasonable efforts to fulfill or to cause its designees to fulfill Franchisee's orders for Proprietary Products pursuant to this Agreement. However, Franchisor shall not be liable to Franchisee in the event that Franchisor is not able to fulfill an order for Proprietary Products placed by Franchisee.

The cost of the Proprietary Products and other products and items purchased from Franchisor shall be based on the price then in effect, as set forth and identified from time to time on Franchisor's confidential published price lists, in its System Standards Manual, or through other written communications.

5.6 Minimum and Maximum Pricing

Franchisor reserves the right, to the fullest extent allowed by applicable law, to establish maximum, minimum or other pricing requirements with respect to the prices Franchisee may charge for products or services.

5.7 Sales, Barter and Exchange

Franchisee may not perform, render or offer any products, services or programs, or sell, dispense, give away or provide any products bearing the Marks, except by sales by and through the Boutique, without Franchisor's prior written consent. Franchisee may not engage in any barter or exchange transactions or "grey marketing" (i.e. or buying or selling Franchisor's Proprietary Products or services outside of the channels of distribution Franchisor authorizes).

ARTICLE 6: DUTIES OF FRANCHISEE

6.1 Commencement of Operations

A. Franchisee shall commence the operation of its Boutique within one hundred eighty (180) days of the date from execution of this Agreement by Franchisor and no later than seven (7) days after the receipt of Franchisor's written approval to open as provided below.

B. Before commencing operations, Franchisee agrees to fulfill all the pre-opening obligations called for by this Agreement including (but not limited to) its obligations to:

1. Have its operating partner or Designated Boutique Manager(s) (and Franchisee himself or herself) attend and satisfactorily complete Franchisor's Initial Training Program no less than four (4) weeks, but not more than six (6) weeks prior to opening of the Boutique;
2. Procure an acceptable Boutique Location and Lease within sixty (60) days after the execution of the Agreement;
3. Complete construction, remodeling, refurbishing and/or decorating of Franchisee's Boutique, including installing all furniture, fixtures, signs, equipment, furnishings, fax machines, and telephone and computer systems;
4. Obtain all required Boutique, building, zoning and other permits and licenses;
5. Employ and train all Boutique staff;

6. Purchase the opening inventory package of Proprietary Products and other products and supplies from Franchisor (or its designee);
7. Pay all amounts then due to Franchisor;
8. Provide Franchisor with the evidences of insurance coverage required under this Agreement;
9. Do all other acts necessary to make the Boutique ready to begin operations;
10. Obtain Franchisor's written approval for the commencement of operations of the Boutique; and
11. Comply with all pre-opening procedures required by Franchisor in its System Standards Manual or otherwise, including those related to marketing, advertising and promotional activities.

6.2 Manner of Operation

Franchisee agrees that it will operate the Boutique all times in compliance with the Crossing the Jordan™ System, including all standards, procedures and policies Franchisor from time to time establishes in its System Standards Manual or otherwise, as though specifically set forth in this Agreement. Franchisee agrees to offer and sell all products, services and programs, and disseminate to the public all promotional and other materials, which are specified by Franchisor and made part of the Crossing the Jordan™ System.

6.3 Maintenance and Repair; Periodic Renovation

A. At all times during the term of this Agreement, Franchisee agrees that it shall maintain the interior and exterior of its Boutique, and to keep and maintain all equipment, furniture, decorating, signs and appurtenances in or at the Boutique in the highest degree of cleanliness, maintenance, condition and repair. Franchisee may make no material alteration, addition, replacement or improvement in or to the interior or exterior of the Boutique without the prior written consent of Franchisor.

B. Franchisee shall keep and maintain all products, premises and equipment at the Boutique in the highest degree of cleanliness, maintenance, condition and repair.

Franchisor shall have the right to require Franchisee to periodically renovate, refurbish and update its Boutique to ensure that it is in substantial conformity with Franchisor's then-current Crossing the Jordan™ Boutique design. Franchisee agrees that it shall renovate, refurbish and update its Boutique in accordance with those standards and specifications then prescribed by Franchisor.

6.4 Modifications to the Crossing the Jordan™ System

Franchisee understands and agrees that the Crossing the Jordan™ System must not remain static if it is to meet presently unforeseen changes in services, technology, competitive circumstances and customer needs and to best serve the interests of Franchisor, Franchisee, and the Crossing the Jordan™ System. Franchisee therefore agrees that Franchisor may from time to time change the components of the Crossing the Jordan™ System, including, but not limited to, altering the products (including the Proprietary Products), services, programs, methods, standards, forms, policies and procedures of the System; adding to, deleting from or modifying those products (including the Proprietary Products), services and programs which Franchisee's Boutique is authorized to offer; and, changing, improving, modifying, adding to or deleting from the Marks. Modifications to the System shall be reflected in a revision to the System Standards Manual. As set forth herein, modifications to the System Standards Manual shall become effective upon delivery of written notice thereof to Franchisee, unless a longer period is specified in such written notice, and Franchisee shall have fifteen (15) days to comply with or implement modifications in the Boutique after Franchisor notifies Franchisee of the modifications. The System Standards Manual, as modified from time to time, shall be an integral part of this Agreement and reference made in this Agreement, or in any amendments, exhibits or schedules hereto, to the System Standards Manual shall be deemed to mean the System Standards Manual

kept current by amendments from time to time. Franchisee will incur, at its sole expense, all costs related to the modification to the System Standards Manual or the System.

6.5 Compliance with Laws, Rules and Regulations

Franchisee agrees to operate the Boutique in strict compliance with all applicable laws, rules and regulations of all governmental authorities; comply with all applicable wage, hour and other laws and regulations of federal, state and local governments; prepare and file all necessary tax returns; and, pay all taxes imposed on Franchisee related to the Boutique. Franchisee agrees that it will be responsible for compliance with all applicable laws, rules and regulations, including, without limitation, the Americans with Disabilities Act.

Franchisee shall obtain all required licenses, permits and other required forms of governmental approval for Franchisee to offer and sell the products and services which now or in the future are or become part of the Crossing the Jordan™ System, including (without limitation) health permits; shall maintain such licenses and permits in full force and effect and good standing throughout the term of this Agreement; and, shall post same on the premises of the franchised Boutique as required by law. Franchisee shall forward copies of all health, sanitation or other regulatory agency reports to Franchisor immediately upon receipt thereof. Franchisee shall take prompt and effective action to correct any violation set forth in a notice issued by any governmental or municipal authority concerning such licenses and permits.

6.6 Franchisee Participation in Operation of Boutique; Designated Boutique Manager

Franchisee agrees to personally and directly supervise the operation of the Boutique, unless otherwise permitted in writing by Franchisor. Franchisee agrees to devote the amount of its time, attention and best efforts to the performance of its duties under this Agreement that is necessary for the proper and effective operation of the Boutique.

If Franchisee is licensed to operate more than one Crossing the Jordan™ Boutique, it agrees to devote the amount of its time and attention to the performance of its duties under this Agreement that is necessary for the proper and effective operation of the Boutique.

Franchisee shall serve as Designated Boutique Manager or designate a Designated Boutique Manager that we approve ("**Designated Boutique Manager**"). The Boutique shall at all times be under the direct, on-site supervision of Franchisee or its Designated Boutique Manager, an additional Designated Boutique Manager (if Franchisee employs more than one Designated Boutique Manager), or an assistant manager who has successfully completed either Franchisor's Initial Training Program or a training program conducted by Franchisee and approved by Franchisor.

Franchisee shall inform Franchisor in writing as to the identity of its Designated Boutique Manager and any successor Designated Boutique Managers of Franchisee's Boutique. Each Designated Boutique Manager must complete to Franchisor's satisfaction, the Crossing the Jordan™ Initial Training Program, under the terms and conditions specified in this Agreement.

Upon the death, disability or termination of employment of Franchisee's Designated Boutique Manager, Franchisee agrees to immediately notify Franchisor. Franchisee agrees to designate a successor or acting Designated Boutique Manager no later than thirty (30) days following the death, disability or termination of the predecessor Designated Boutique Manager. Each successor Designated Boutique Manager must attend and successfully complete Franchisor's next available Initial Training Program, and complete any other reasonable training at the times Franchisor specifies. This training will be at Franchisee's sole expense. Franchisor reserves the right to charge a reasonable fee for each person who attends this Initial Training Program. This fee is due immediately before training begins. Franchisee shall also pay all expenses incurred in connection with such training, including, but not limited to, employee salaries, transportation costs, meals, lodging and other living expenses.

6.7 Staffing Requirements and Qualifications

Franchisee agrees to staff the Boutique in accordance with all criteria, specifications and directions Franchisor sets forth in its System Standards Manual or otherwise. Franchisee must hire, train, and supervise

honest, reliable, competent and courteous employees for the operation of its Boutique. Franchisee must pay all wages, commissions, fringe benefits, worker's compensation premiums and payroll taxes (and other withholdings required by law) due for its employees. These employees will be employees of Franchisee and not of Franchisor. Franchisee must ensure that a sufficient number of trained employees are available to meet the operational standards and requirements of its Boutique at all times. Franchisee must ensure that its employees perform their duties in compliance with the terms of the System Standards Manual and any other materials applicable to employees that Franchisor communicates to Franchisee. Franchisee may give its employees only the minimum amount of information and material from the System Standards Manual that is necessary to enable them to perform their assigned tasks. Franchisee must ensure that its employees do not make or retain any copies of the System Standards Manual or any portion of thereof. Franchisor does not control the day-to-day activities of Franchisee's employees or the manner in which they perform their assigned tasks. Franchisor also does not control the hiring or firing of Franchisee's employees.

6.8 Requirements Concerning Products and Services

Franchisee may be required to purchase certain products, supplies, equipment, materials and services required for the operation of the Boutique only from Franchisor, its affiliates, or suppliers designated in writing by Franchisor; from suppliers selected by Franchisee and approved by Franchisor; and/or, in accordance with Franchisor's written specifications.

Franchisee may be required to purchase all of the Proprietary Products only from Franchisor, its affiliates, or from suppliers designated or approved by Franchisor.

Franchisor may approve other suppliers of required non-Proprietary Products that are not then designated by Franchisor as an approved supplier. Franchisee must notify Franchisor in writing of the product, material or supplies and of the proposed supplier and submit all information Franchisor may request, including specifications and samples, to enable Franchisor to determine whether the item complies with Franchisor's standards and whether the supplier meets Franchisor's approved supplier criteria. Approval of a supplier may be conditioned, among other things, on requirements for product quality, price, cost, frequency of delivery, standards of service, brand recognition and concentration of purchases and may be temporary, pending Franchisor's evaluation of the supplier. Franchisor also may charge Franchisee one hundred fifty and no/100 dollars (\$150.00) an hour for time spent by Franchisor in making a determination regarding approval of any alternative suppliers. Franchisor will, within thirty (30) days, notify you of our decision in writing (if approval is not received within thirty (30) days, this constitutes a rejection by Franchisor). Franchisor periodically establishes procedures for submitting requests for approval of items and suppliers and may impose limits on the number of approved items and suppliers. Franchisor's criteria for suppliers of specific products are available upon Franchisee's written request. Franchisor may revoke its approval of a supplier at any time in its sole discretion.

6.9 Opening Inventory

Franchisor will designate, in its System Standards Manual or otherwise, the amount and nature of the opening inventory of products, supplies, equipment, materials and services required to be purchased by Franchisee for the operation of the Boutique, including an opening inventory package of Proprietary Products and other items which Franchisee shall purchase from Franchisor (or its designee). Franchisee agrees to purchase the required opening inventory before the commencement of operations of the Boutique.

6.10 Products and Services Sold by Franchisee

Franchisee agrees to offer and sell all products, services and programs which are part of the Crossing the Jordan™ System, and all other products, services and programs which Franchisor in the future incorporates into the Crossing the Jordan™ System. Franchisee is prohibited from offering or selling any item, product, service or program which is not a part of the Crossing the Jordan™ System or is hereafter deleted from that System. Franchisee may not use the Crossing the Jordan™ name or the Marks for the benefit of any business other than the franchised Boutique business. Franchisee may not conduct (or permit the conducting

of) any business other than the business contemplated by this Agreement at or from the Boutique without Franchisor's prior written consent, which Franchisor may withhold for any reason or for no reason.

6.11 Computerized Point of Sale System and E-Mail Address

A. Prior to the commencement of operations of the Boutique, Franchisee agrees to procure and install at the Boutique, at Franchisee's expense, the computerized point of sale and booking systems and related software, any other required operational or management software, project management software for Boutique development, computer or mobile applications and/or web-based programs, associated computer hardware, phone system and required dedicated telephone and power lines, modem(s), printer(s), fax machines, and other related accessories or peripheral equipment which Franchisor specifies in its System Standards Manual or otherwise ("**Computer System**").

B. Franchisee agrees to provide any assistance required by Franchisor to bring its Computer System on line with Franchisor's system at Franchisor's headquarters at the earliest possible time. Franchisee expressly affirms and agrees that Franchisor will thereafter have the free and unfettered right to retrieve such data and information from Franchisee's Computer System as Franchisor, in its sole and exclusive judgment, deems necessary, desirable or appropriate, at such intervals as Franchisor determines in its sole and exclusive judgment. Franchisee agrees to accurately, consistently and completely record, structure, capture and provide through the Computer System all information concerning the operation of the Boutique as Franchisor requires, in the form and at the intervals that Franchisor requires (in its System Standards Manual or otherwise), including (without limitation) the recordation, at the time of receipt, of all sales of all services and products sold by Franchisee from the Boutique.

C. Franchisee agrees to bear the sole cost of the Computer System to be installed or purchased and activities to be accomplished by Franchisee, and the delivery, installation and maintenance costs of all hardware and software.

D. To ensure full operational efficiency and communication capability between Franchisor's computerized point of sale and booking systems and those of all Crossing the Jordan™ Boutiques, Franchisee agrees, at its expense, to keep its Computer System in good maintenance and repair. Franchisee further agrees to use, at its expense, only Franchisor's designated vendors that are specified in the System Standards Manual or otherwise to perform any such maintenance and repairs.

E. Franchisee understands that the Computer System is designed to accommodate a certain maximum amount of data, and that, as such limits are achieved, and/or as technology and/or software is developed in the future, Franchisor at its sole discretion may mandate that Franchisee add memory, ports, accessories, peripheral equipment and/or additional, new or substitute software to the original Computer System purchased by Franchisee. Franchisee further understands that it may become necessary for Franchisee to replace or upgrade the entire Computer System with a larger system(s) capable of assuming and discharging all the tasks and functions specified by Franchisor. Franchisee also understands and agrees that, as designs and functions change periodically, Franchisor may be required to make substantial modifications to its specifications, or to require installation of entirely different systems (during the term of this Agreement or upon successor franchise or extension). Franchisee agrees to install at its own expense such additions, changes, modifications, substitutions and/or replacements to its hardware, software, telephone lines and power lines and other related facilities as Franchisor directs, on those dates and within those times specified by Franchisor in its sole and exclusive discretion, in its System Standards Manual or otherwise. Franchisee shall pay the service, license or maintenance fees charged by Franchisor or its designated vendors in connection with the Computer System, any other required software, computer or mobile applications and/or web-based programs, as stated in the System Standards Manual or otherwise.

F. Franchisor may provide Franchisee with up to two (2) e-mail addresses with the crossingthejordan.org domain name for Franchisee's use solely in connection with the operation of the Boutique only, and for no other purpose. Franchisee acknowledges and agrees that it will not own these e-mail addresses or domain name and its rights to use such e-mail addresses will immediately cease upon the expiration or termination of this Agreement. Franchisor will charge Franchisee an annual fee, as set forth in

the System Standards Manual or otherwise, for each additional e-mail address Franchisee requests. These e-mail addresses shall only be assigned to and used by Franchisee, its owners and the Designated Boutique Manager.

G. Franchisee further agrees to use, at its expense, such internet/wireless services, e-mail services, telephone systems and services as Franchisor may require in connection with the operation of the Boutique and to use only those vendors designated by Franchisor, as set forth in the System Standards Manual or otherwise. Franchisee shall pay the service or maintenance fees charged by Franchisor or its designated vendor for such internet/wireless services, e-mail services and/or telephone system services, as stated in the System Standards Manual or otherwise.

H. Franchisee expressly understands and agrees that Franchisor shall not be liable for any loss or damage whatsoever (direct, indirect, punitive, actual, consequential, incidental, special, or otherwise) resulting from any omission in the content or performance of, or any inability to access or use the Computer System and/or other services, regardless of the basis upon which liability is claimed, even if Franchisor has been advised of the possibility of such loss or damage. Franchisor makes no representation or warranty, express or implied, that the Computer System and/or other services will meet Franchisee's requirements or that they will be uninterrupted, timely, secure, or error free; nor does Franchisor make any warranty as to the results that may be obtained from the use of the Computer System and/or other services or as to the accuracy, completeness, timeliness, or reliability of any information obtained through or posted on such Computer System or services. Franchisor shall not be responsible for any problems or technical malfunctions of the Computer System and/or other services, including any problems or technical malfunctions of any telephone network or lines, computer on-line systems, servers, Internet access providers, computer equipment, software, or any combination thereof, including any injury or damage to the computer of Franchisee or any other person as a result of using the Computer System and/or other services. Franchisee acknowledges that the Computer System and other services are being provided to Franchisee "as-is".

I. In the event of any failure of the Computer System, or any part thereof, or any failure of the hardware installed by Franchisor or vendors to perform as a result of Franchisor's or vendors' installation of such hardware, the only liability of Franchisor or any vendors, and Franchisee's sole and exclusive remedy, shall be use by Franchisor of commercially reasonable efforts to correct the failure or cause vendors to correct the failure.

6.12 Rebates, Promotions and Gift Cards/Certificates

A. Franchisee agrees, at its sole cost and expense, to issue and offer such rebates, giveaways and other promotions in accordance with advertising programs established by Franchisor, and further agrees to honor the rebates, giveaways and other promotions issued by other Crossing the Jordan™ franchisees under any such program, so long as compliance with any of the foregoing does not contravene any applicable law, rule or regulation. Franchisee will not create or issue any gift cards/certificates and will only sell gift cards/certificates that have been issued or sponsored by Franchisor and which are accepted at all Crossing the Jordan™ Boutiques. Franchisee will not issue coupons or discounts of any type except as approved by Franchisor in writing.

B. In the event that the Boutique closes or is otherwise abandoned, whether due to termination or expiration of this Agreement or for any other reason, it shall be the obligation of Franchisee to pay Franchisor the full amount of the Boutique's outstanding gift card/certificate liability at the time of closing. Such amount shall be paid together with all other fees and amounts payable in connection with the Boutique closure pursuant to this Agreement.

6.13 Hours of Operation

Franchisee agrees to continuously operate the Boutique on the days and during the minimum hours that Franchisor may from time to time specify in its System Standards Manual or otherwise. Franchisee may establish hours of operation in addition to the required minimum hours.

6.14 Inspection and Operational Audit

Franchisee agrees that Franchisor or any of its authorized agents or representatives may at any time during normal business hours enter the Boutique to conduct an operational audit to determine compliance with this Agreement and with Franchisor's policies, procedures, programs, standards, specifications and techniques as set forth in its System Standards Manual or elsewhere. Franchisor's representatives may examine and inspect the Boutique, the products, programs and services provided from or at the Boutique, the products and supplies contained in the Boutique, and the condition of the Boutique.

Following any inspection and operational audit, and subject to the other provisions of this Agreement, Franchisee agrees to incorporate into its Boutique any corrections and modifications Franchisor requires to maintain the standards of quality and uniformity prescribed by Franchisor, as quickly as is reasonably possible.

6.15 Corporate and Partnership Franchisee Requirements; Records

A. Franchisee, if a corporation, limited liability company, partnership, limited partnership, proprietorship or any other type of legal entity formed in compliance with applicable law ("Business Entity"), and any Business Entity assignee shall comply with the following requirements:

1. Furnish Franchisor with its Articles of Incorporation; Bylaws; other governing documents, including shareholder agreements, operating agreements, partnership agreements; list of officers, directors and shareholders (including number and percentage of shares, membership interests, partnership interests, or other form of equity security held); and any other documents Franchisor may reasonably request, and any amendments to them.
2. Confine its activities to the operation of the Boutique to a Crossing the Jordan™ Boutique; and its governing documents provide that its activities are confined exclusively to the operation of the franchised Crossing the Jordan™ Boutique.
3. Maintain stop transfer instructions against the transfer on its records of any equity securities, (i.e. stock, membership interests, partnership interests, etc...) and must not issue any securities on the face of which the following printed legend does not legibly and conspicuously appear:

"The transfer of this [EQUITY SECURITY] is subject to the terms and conditions of a Franchise Agreement with CROSSING THE JORDAN FRANCHISE CORPORATION, dated _____. Reference is made to the provisions of this Franchise Agreement and to the Articles and Bylaws of this Corporation. This certificate is not transferable and is not subject to sale assignment, pledge, mortgage, encumbrance, or transfer, by operation of law or otherwise, without the prior written consent of CROSSING THE JORDAN FRANCHISE CORPORATION."

4. Maintain a current list of all owners of record and all beneficial owners of any class of voting equity securities of Franchisee; and must furnish this list to Franchisor on request.

B. Franchisee and any Business Entity assignee shall promptly notify Franchisor of any change in any of the information called for in this Section or in any document referred to in this Section.

C. If Franchisee is a Business Entity, then all owners of Franchisee and their spouses, if applicable, shall execute an agreement in substantially the same form as attached hereto as Exhibit B with Franchisor under which the owners of Franchisee agree to be jointly and severally liable for all the obligations to Franchisor under this Agreement, and expressly agree to be bound by all the terms, conditions and covenants of this Agreement. Each present and future owner of Franchisee must agree in writing to personally guarantee the performance of Franchisee's obligations under this Agreement, and to be individually bound by all the terms and conditions of this Franchise Agreement and any other agreements between Franchisee and Franchisor.

D. If Franchisee is a Business Entity, then Franchisee shall inform Franchisor in writing as to the identity of all of the persons who have an ownership interest in the Franchisee entity in the attached Ownership Addendum and ensure that the information contained therein is true, accurate and complete at all times. Franchisee shall not vary from the ownership interests and/or corporate structure without the prior written approval of Franchisor.

6.16 Continuing Training of Franchisee's Personnel

In order to impart to its employees the latest procedures, techniques, policies and standards of the Crossing the Jordan™ System, Franchisee agrees to conduct in-house meetings, training programs, or other programs that Franchisor specifies from time to time, using any materials provided by Franchisor for this purpose. Franchisee further agrees to participate in Franchisor's mandatory webinars on the dates and times specified by Franchisor.

6.17 No Statements by Franchisee

Franchisee agrees to make no statements or comments without Franchisor's prior written approval to any media representative or any other third party (except for persons considering purchasing a Crossing THE JORDAN™ franchise) relating to the contents of this Agreement, Franchisor or any Affiliate.

6.18 Trade Accounts

Franchisee agrees that it shall maintain its trade accounts in a current status and to seek to promptly resolve any disputes with trade suppliers.

6.19 Best Efforts; Cooperation with Franchisor

Franchisee agrees to use its best efforts to develop and expand the market for the products and services offered by its Boutique and to cooperate fully with Franchisor in accomplishing the purposes of this Agreement, including, but not limited to, those procedures and standards set forth in the System Standards Manual or otherwise.

6.20 Bookkeeping and Accounting

Franchisee agrees to use all standard accounting forms that Franchisor may furnish as part of its System Standards Manual or otherwise. Franchisee agrees to submit all bookkeeping reports that Franchisor prescribes in its System Standards Manual. Franchisee will be solely responsible for performing all recordkeeping duties and bear the costs for performing all recordkeeping duties and services.

6.21 Submission of Non-Financial Reports

Franchisee agrees to complete and submit to Franchisor the weekly, monthly, semi-annual or other periodic reports regarding the activity of the Boutique that Franchisor prescribes in its System Standards Manual or otherwise.

6.22 Interference with Employment Relations.

Without Franchisor's prior written consent, during the Term of this Agreement (and for twenty-four (24) months following its termination or expiration), Franchisee shall not employ or seek to employ, or otherwise directly or indirectly induce to leave his or her employment, any person who is at the time or was at any time during the prior six (6) months employed by Franchisor or any of its affiliates, or by any person or Business Entity operating a business under a license or franchise from Franchisor in an executive, managerial or operational position. Request for Franchisor's consent shall be sent in writing to Franchisor.

6.23 Variance of Standards and Terms

Franchisee acknowledges that because complete and detailed uniformity under many varying conditions may not be possible or practical, Franchisor reserves the right, as it may consider in the best interests of all concerned, to vary standards for any franchisee based on any condition which Franchisor considers important to the successful operation of the Franchisee's Boutique. Franchisee will have no right to require Franchisor to disclose any variation to Franchisee or to grant Franchisee the same or a similar variation

under this Agreement. Franchisee shall have no recourse against Franchisor on account of any variation from standard specifications and practices granted to any franchisee and shall not be entitled to require Franchisor to grant Franchisee a like or similar variation hereunder.

6.24 Testimonials and Endorsements

Franchisee agrees to permit Franchisor or any of its authorized agents or representatives to communicate in any manner with customers of Franchisee's Boutique to procure customer testimonials and endorsements of the products or services furnished by Franchisee, the Crossing the Jordan™ System and any related products or services. Franchisee agrees to cooperate with Franchisor in procuring testimonials and endorsements. Franchisee agrees that Franchisor will be free to make whatever use of testimonials and endorsements that Franchisor determines, and that Franchisor will owe Franchisee absolutely no direct or indirect compensation or other duty as a consequence.

6.25 Products, Services, Equipment and Programs Developed by Franchisee

Franchisee irrevocably and permanently licenses to Franchisor for incorporation in the Crossing the Jordan™ System and use by Franchisor, its affiliates and (if Franchisor determines) other Crossing the Jordan™ franchisees, all of the following if developed by or on behalf of Franchisee in conjunction with or related to the franchised Boutique: products, equipment and programs; related products and services (including, without limitation, any computer software or Computer System); sales, marketing and promotional programs and campaigns; and any techniques and procedures relating to or regarding the operation of a Crossing the Jordan™ Boutique. Franchisee agrees that Franchisor, its affiliates and franchisees will not be liable to Franchisee in any manner, whether for compensation or otherwise, as a consequence of this license.

ARTICLE 7: INSURANCE

7.1 Required Insurance Coverage

A. For Franchisee's and Franchisor's protection, Franchisee agree to maintain in full force and effect during the Term, at Franchisee's expense, the insurance specified by Franchisor for your Crossing the Jordan™ Boutique. With thirty (30) days notice, Franchisor may periodically increase the amount and change the types of insurance specified through changes in the System Standards Manual during the Term. As of the Effective Date, the following insurance policies (in addition to any insurance that may be required by applicable law, any lender, or any lessor): (a) comprehensive commercial general liability insurance against claims for bodily or personal injury, death and property damage caused by or occurring in connection with the operation of Franchisee's Boutique; (b) property/casualty insurance for Franchisee's Boutique and its contents; (c) worker's compensation insurance and employer's liability insurance as required by law; (d) professional liability and malpractice insurance; (e) products/completed operations insurance; (f) personal and advertising injury insurance; (g) business income coverage insurance for actual losses sustained or full amount of annual Gross Revenues; (h) cyber insurance, including data breach; (i) automobile liability insurance; and (j) any other insurance that Franchisor specifies in the System Standards Manual or otherwise require from time to time. Franchisee agrees to provide Franchisor with proof of coverage on demand. All insurance policies must: (1) (except for worker's compensation insurance) name Franchisor (and its members, officers, directors, and employees) as additional insureds; (2) contain such types and minimum amounts of coverage, exclusions and maximum deductibles as Franchisor prescribes from time to time; (3) contain a waiver by the insurance carrier of all subrogation rights against Franchisor; (4) provide that Franchisor receives 10 days prior written notice of the termination, expiration, cancellation or modification of the policy; and (5) include such other provisions as Franchisor may require from time to time. If any of Franchisee's policies fail to meet this criteria, then Franchisor may disapprove the policy and Franchisee must immediately find additional coverage with an alternative carrier satisfactory to Franchisor. Upon 30 days' notice to you, Franchisor may increase the minimum protection requirement as of the renewal date of any policy, and require different or additional types of insurance at any time, including excess liability (umbrella) insurance, to reflect inflation, identification of special risks, changes in law or standards or liability, higher damage awards or other relevant changes in circumstances. If Franchisee fails to maintain any required insurance coverage, Franchisor has the right to obtain the coverage on

Franchisee's behalf (which right shall be at Franchisor's option and in addition to Franchisor's other rights and remedies in this Agreement), and Franchisee must promptly sign all applications and other forms and instruments required to obtain the insurance and pay to Franchisor, within ten (10) days after invoicing, all costs and premiums that Franchisor incurs.

B. Franchisor imposes and prescribes minimum standards and limits for certain types of required insurance coverage in its System Standards Manual or by other written notice to Franchisee. Franchisee agrees that Franchisor may modify the required minimum limits of insurance coverage from time to time by written notice to Franchisee. Upon delivery or attempted delivery of this written notice, Franchisee agrees to immediately purchase insurance conforming to the newly established standards and limits prescribed by Franchisor.

C. The insurance coverage acquired and maintained by Franchisee at its own expense and in accordance with this Section shall name Franchisor as an Additional Insured and provide that the coverage afforded applies separately to each insured against whom claim is brought as though a separate policy had been issued to each insured.

D. Franchisee agrees not to reduce the policy limits, restrict coverage, cancel or otherwise alter or amend these insurance policies without Franchisor's written consent.

7.2 No Undertaking or Representation

Nothing contained in this Agreement may be considered an undertaking or representation by Franchisor that the insurance that Franchisee is required to obtain will insure Franchisee against any or all insurable risks of loss which may arise out of or in connection with the operation of the Boutique.

7.3 Certificates of Insurance

Franchisee agrees to promptly provide Franchisor with Certificates of Insurance evidencing the required coverage no later than ten (10) days before the date that the Boutique will commence operations. Franchisee agrees to deliver a complete copy of Franchisee's policies of insurance to Franchisor within thirty (30) days following delivery of the Certificates of Insurance. Franchisee agrees to renew all insurance policies and documents, and on renewal, to furnish a renewal Certificate of Insurance to Franchisor before the expiration date of the policy in question. Franchisor may at any time require Franchisee to forward to Franchisor full copies of all insurance policies.

7.4 Notice of Claims and Demands

Franchisee agrees to notify Franchisor of all claims or demands against Franchisee, the Boutique, or Franchisor within three (3) days of Franchisee's receiving notice of any claim or demand. Franchisee further agrees to respond to all claims within the time required by law, rule or regulation. In addition, Franchisee agrees to cooperate with Franchisor (or its designee) in every way possible to defend Franchisor and Franchisee against all claims made by employees, customers or third parties. Franchisee agrees, when necessary, to make appearances at administrative or other hearings to present or reinforce these defenses.

ARTICLE 8: ADVERTISING

8.1 Advertising Standards

A. Franchisee may only use advertising, marketing, identification and promotional materials and programs which Franchisor has either furnished or approved in writing in advance. Provided, however, if Franchisor makes advertising, marketing, identification and promotional materials and programs available to Franchisee, Franchisee must use only those materials furnished by Franchisor for all of Franchisee's advertising, marketing, identification and promotion of the Boutique, at Franchisee's cost. In the event that Franchisor does not furnish Franchisee with advertising, identification and promotional materials and programs for the Boutique, Franchisee must obtain Franchisor's prior written approval of all proposed advertising, marketing, identification and promotional materials or programs before any such materials are used or disseminated, following the required procedures set forth by Franchisor in its System Standards

Manual or otherwise. Franchisor will communicate its approval or disapproval of any proposed advertising, marketing, identification and promotional materials and programs submitted by Franchisee within fifteen (15) business days following Franchisor's receipt of same, unless Franchisor notifies Franchisee in writing that additional time is needed to review the proposed materials. If Franchisor does not approve Franchisee's proposed advertising, marketing, identification and promotional materials within such fifteen (15) day period, such materials will be deemed disapproved. Franchisor's approval of any materials may be withheld for any or no reason. Neither the fact that Franchisor furnishes the material, approves of the material, nor the material itself, will directly or indirectly require Franchisor to pay for any advertising, identification or promotion.

B. Franchisee agrees to conduct all advertising which uses the Marks, or refers in any way to the Boutique, in a dignified manner. Franchisee agrees to use only advertising that is in strict accordance with the standards, specifications and requirements specified in writing by Franchisor, in its System Standards Manual, or otherwise.

C. If Franchisor, in its discretion, establishes a group of Crossing the Jordan™ Boutiques to participate in an advertising cooperative in a geographic area in which Franchisee's Boutique is located to do joint advertising, marketing and promotion (the "Co-op"), Franchisee must join and actively participate in it. If established, Franchisee will contribute up to 50% of its Local Marketing Expenditures to the Co-op. Franchisor may modify the Co-op participations at any time. The Co-op will adopt its own rules, regulations and procedures, which Franchisee must follow. However, the rules, regulations and procedures of the Co-op must be approved by Franchisor. All advertising utilized by the Co-op must not be used unless and until Franchisor has reviewed and approved it. Franchisee shall pay Franchisor any support fees Franchisor requires. Franchisor also has the right to participate in any meetings of the Co-op and its members. Franchisee's failure to timely contribute the amounts required by the Co-op constitutes a material breach of the provisions of this Franchise Agreement and Franchisor may offset against any amounts Franchisor otherwise owe to Franchisee the amount of Franchisee's Co-op contributions and pay such contributions for Franchisee. If a Boutique owned by Franchisor or one of its affiliates is a member of any cooperative, it will have voting power equal to that of the franchised Boutiques.

D. Franchisor may institute various programs for auditing customer satisfaction and/or other quality control measures. Franchisee agrees to participate in such programs, (such as mystery shops), and, if applicable, request its customers to participate in any surveys performed by or on behalf of Franchisor, using forms prescribed by Franchisor from time to time. Franchisee will be responsible for all costs and expenses associated with the programs it participates in and the surveys it conducts.

E. If Franchisor becomes aware of any breach by Franchisee of this Section 8.1, Franchisor will notify Franchisee in writing of the facts which Franchisor believes have given rise to the breach. Franchisee acknowledges and agrees that if Franchisee does not cure the breach within three (3) calendar days after Franchisee's receipt of this notice, then Franchisor may terminate or remove any unauthorized advertising or promotion at Franchisee's expense, may direct third parties to cease displaying, publishing, disseminating and/or printing such unauthorized advertisements or promotions, and will also be entitled to terminate this Agreement unilaterally and immediately upon notice to Franchisee.

8.2 Computer Network Advertising

Franchisee may not maintain a World Wide Web page or otherwise maintain a presence or advertise the Boutique on the Internet or any other public computer network or social media site except as required, sponsored, placed or approved in writing by Franchisor.

8.3 Grand Opening Advertising; Local Marketing, Advertising and Promotion

A. Within the first 60 days of the Opening Date, Franchisee agrees to spend a minimum of \$10,000 for the grand opening advertising and promotion of its Boutique (the "Grand Opening Advertising"). Franchisee agrees to make these Grand Opening Advertising expenditures using the advertising and promotional material, media, special events and other public relations activities that

Franchisor requires or approves, in its System Standards Manual or otherwise. If Franchisee fails to make the required minimum expenditure for Grand Opening Advertising, Franchisor may, at its option, require Franchisee to reimburse it for amounts that Franchisor spends on Franchisee's behalf to satisfy Franchisee's Grand Opening Advertising obligation, plus Franchisor's related expenses.

B. Thereafter, Franchisee agrees to expend the greater of \$500 or 3% of the previous month's Gross Revenues on Local Marketing Expenditures. "**Local Marketing, Expenditures**" means the local or regional marketing, advertising and promotional activities that Franchisor specifies in its System Standards Manual or otherwise, or approves in writing in advance. When requested by Franchisor, Franchisee shall submit to Franchisor, in the manner designated by Franchisor, a report detailing Franchisee's Local Marketing Expenditures Franchisee made during the period of time specified by Franchisor. Franchisee shall also provide invoices or other documentation to support its Local Marketing Expenditures reported, if requested by Franchisor. Franchisee may spend more than the minimum required, at its discretion. If Franchisee fails to make the required minimum expenditures for local advertising and promotion, Franchisor may, at its option, require Franchisee to reimburse Franchisor for amounts that it spends on Franchisee's behalf to satisfy Franchisee's local advertising obligation, plus Franchisor's related expenses.

8.4 Local Listing Internet Search Engine

Franchisee agrees to install the number and type of telephone lines and the type of answering or voicemail system (if any) required by Franchisor in its System Standards Manual or otherwise. Franchisee further agrees to list its Crossing the Jordan™ Boutique on local internet search engines and/or in the manner designated, prescribed or required by Franchisor in its System Standards Manual or otherwise.

8.5 Administration of the Crossing the Jordan™ Marketing Fund

Franchisor or its designee will administer the Crossing the Jordan™ Marketing Fund (the "**Marketing Fund**") as follows:

A. Franchisor will direct all advertising programs with sole control over the strategic direction, creative concepts, materials and media used in the programs, and the geographic, market and media placement and allocation of advertising. Franchisee acknowledges that the Marketing Fund is intended to further general public recognition and acceptance of the Marks for the benefit of the Crossing the Jordan™ System. Franchisee further acknowledges that Franchisor and its designees undertake no obligation in administering the Marketing Fund to make expenditures for Franchisee which are equivalent or proportionate to Franchisee's contributions, or to ensure that Franchisee benefits directly or proportionately from the placement of advertising or any other marketing or advertising activities, or to ensure that such advertising or marketing impacts or penetrates Franchisee's Protected Territory. If Franchisor receives any promotional allowances with respect to Franchisee's purchases of goods or services from vendors other than Franchisor or its affiliates, then Franchisor will be under no obligation to contribute the promotional allowances to the Marketing Fund. The Marketing Fund is not a trust and Franchisor is not a fiduciary with respect to the Crossing the Jordan™ Marketing Fund.

B. The Marketing Fund may be used to meet any and all costs of administering, directing, preparing, placing and paying for national, regional or localized advertising (including, without limitation, the cost of preparing and conducting television, radio, magazine, newspaper or other advertising campaigns and other public relations activities) and employing advertising agencies to assist in these activities; paying interest on monies borrowed by the Marketing Fund from third parties unaffiliated with Franchisor; providing customer service comment cards to Crossing the Jordan™ Boutique franchisees; and, sponsorship of sporting, charitable or other special promotional events. Franchisor need not maintain the sums paid by franchisees to the Marketing Fund or income earned from the Marketing Fund in a separate account from the other funds of Franchisor, but Franchisor may not use these amounts for any purposes other than those provided for in this Agreement. Franchisor may, however, expend the Marketing Fund for any reasonable administrative costs and overhead that Franchisor may incur in activities reasonably related to the administration or direction of the Marketing Fund and advertising programs for franchisees including, without limitation, conducting market research; preparing marketing, advertising and promotional materials;

working with advertising agencies, advertising placement services and creative talent; and, collecting and accounting for assessments for the Marketing Fund.

C. Franchisor expects to expend most contributions to the Marketing Fund for marketing, advertising and promotional purposes during the fiscal year when the contributions are made. If Franchisor expends less than the total sum available in the Marketing Fund during any fiscal year, then Franchisor may expend the unused sum during the following fiscal year. If Franchisor expends an amount greater than the amount available in the Marketing Fund in any fiscal year (not including any sum required to be expended because Franchisor did not expend all the sums in the Marketing Fund during the preceding year), Franchisor will be entitled to reimburse itself from the Marketing Fund during the next fiscal year for all excess expenditures made during the preceding fiscal year. The Marketing Fund is not audited. No money will be spent by the Marketing Fund to primarily solicit new franchisees. Some media placement may advertise that franchises are available to be purchased, but it will be done in conjunction with the program of the Crossing the Jordan™ brand. A statement of monies collected and costs incurred by the Marketing Fund will be prepared annually by Franchisor and will be furnished to Franchisee upon written request.

D. Although the Marketing Fund is intended to be of perpetual duration, Franchisor maintains the right to terminate the Marketing Fund at any time. Franchisor will not terminate the Marketing Fund, however, until it has expended all money in the Marketing Fund for marketing, advertising and promotional purposes.

ARTICLE 9: PAYMENTS TO FRANCHISOR

9.1 Gross Revenues

"**Gross Revenues**" means all revenue Franchisee derives from operating its Boutique, including, without limitation, all amounts Franchisee receives from any activities or services whatsoever, whether at or away from the Boutique, including any products or services that are in any way associated with Franchisor's Trademarks, and whether from cash, check, barter, debit or credit (regardless of collection in the case of credit), business interruption insurance and whether or not the amounts are received directly from customers, government agencies, insurance companies, third-party payors, or employers; but excluding: (i) all federal, state or municipal sales, use or service taxes collected from customers or third-party payors and paid to the appropriate taxing authorities; (ii) proceeds from insurance with respect to property, damage and liability; (iii) proceeds from any civil forfeiture, condemnation, or seizure by governmental entities; (iv) the amount of any credits, allowances, adjustments or uncollectible amounts up to Franchisor's determination of the allowable amount, which as of the date of this Agreement must be less than 0.5% of annual Gross Revenues; and (v) shipping expenses charged to customers. Franchisor will not refund any Royalty Fees or Marketing Fund Fees attributable to refunds, adjustments or other amounts paid to insurance companies, government agencies or other third-party payors resulting from any collections they require resulting from post-payment audits, reviews or investigations.

Franchisee agrees that the use of any coupons or other discounts, waivers, or any bartering or exchange transactions, or the sale of any products or services bearing the Marks outside the Boutique without prior written approval by Franchisor is prohibited and the amount of the discount, unapproved exchange or unauthorized sale offered by Franchisee in such case shall also be included in the definition of Gross Revenues.

9.2 Royalty Fees

In consideration of Franchisor's grant to Franchisee of a license to use Franchisor's Marks and System, Franchisee agrees to pay to Franchisor royalties ("**Royalty Fee**") in the amount of 5% of Franchisee's Boutique's Gross Revenues during each Accounting Period (defined below). On the day Franchisor designates in its System Standards Manual or otherwise (the "**Report Day**") of each Accounting Period, Franchisee must report or Franchisor may access Franchisee's computer system to obtain, as determined in Franchisor's sole discretion, the amount of Franchisee's Gross Revenues for the preceding Accounting Period. Franchisee must pay Franchisor the Royalty Fee so that Franchisor receives it on or before the 3rd

business day following the Report Day (the "**Payment Day**") (currently Wednesday) for the immediately preceding Accounting Period.

9.3 Marketing Fund Fee

Franchisee must pay to Franchisor a marketing fund fee of 1% of Franchisee's Gross Revenues during each Accounting Period on the Payment Date (the "**Marketing Fund Fee**"). Franchisor may modify the Marketing Fund Fee at any time.

9.4 Commencement of Payments

Except as expressly provided in this Agreement, the Royalty Fee, Marketing Fund Fee, and all other payments and fees due under this Agreement, will accrue on the date on which Franchisee actually commences operation of the Boutique, and shall be paid weekly by Franchisee on a day prescribed in the System Standards Manual or elsewhere. All royalties and fees, including the Royalty Fee and Marketing Fund Fees, will continue to be due during the entire term of this Agreement.

9.5 Payments to Franchisor

In addition to all other payments under this Agreement, Franchisee agrees to pay to Franchisor (or its affiliates) immediately upon demand by Franchisor:

A. The amount of all sales taxes, corporate taxes, trademark license taxes and any similar taxes imposed on, required to be collected, or paid by Franchisor on account of services or goods Franchisor has furnished to Franchisee through sale, lease or otherwise, or on account of collection by Franchisor of the Initial Franchise Fee, Royalty Fees or Marketing Fund Fees or other payments called for by this Agreement.

B. All amounts advanced by Franchisor, or which Franchisor has paid, or for which Franchisor has become obligated to pay, on behalf of Franchisee for any reason.

C. All amounts due to Franchisor (or its affiliates), for products or services purchased by Franchisee from Franchisor, its affiliates or designees.

9.6 Late Charge and Related Fees

Franchisee agrees to pay to Franchisor (or its affiliates) the lesser of 18% per annum or the maximum rate of interest allowed by law interest on any amounts due to Franchisor (or its affiliates) under this Agreement at the maximum interest rate permitted by law. Franchisee shall also pay Franchisor a fee of \$50 if bank payment is refused for any check or pre-authorized draft received by Franchisor or its affiliates from Franchisee.

9.7 Application of Funds

If Franchisee is delinquent in the payment of any obligation to Franchisor under this Agreement, or under any other agreement with Franchisor or any of its affiliates, then Franchisor or the Affiliate may apply any payment from Franchisee to the oldest obligation due, whether under this Agreement or otherwise, whether or not there is any contrary designation by Franchisee.

9.8 Franchisee May Not Withhold

Franchisee agrees not to withhold payment of any Royalty Fee, Marketing Fund Fee or any other amounts due to Franchisor or its affiliates on grounds of the alleged non-performance of any of Franchisor's obligations under this Agreement.

9.9 Automated Bank Draft

Franchisee understands and agrees that Franchisor shall require that all Royalty Fees, Marketing Fund Fees, and all other fees and costs required to be paid to the Franchisor or any Co-op that may be established must be paid by automatic bank draft, unless otherwise specified by Franchisor, to ensure that the fees and costs are received on the day due and/or that past due invoices are paid to Franchisor. Franchisee agrees to comply with Franchisor's payment instructions, and to sign any and all documents and forms necessary to effectuate

the automatic bank drafts, including the electronic funds transfer authorization form attached to this Agreement as Exhibit D.

If Franchisee's automated bank drafts for any amounts due to Franchisor (or its affiliates) are returned for insufficient funds (or for any other reason) two (2) or more times within any three (3) month period or three (3) or more times within any 12 month period, then Franchisor may require Franchisee to pay for all products and supplies that must be purchased from Franchisor (or its affiliates), including Proprietary Products, prior to their delivery, as set forth in and in accordance with the policies and procedures established in the System Standards Manual or otherwise.

9.10 Security Agreement

In order to secure the prompt performance by Franchisee of the obligations of this Agreement, Franchisee grants Franchisor a security interest in the franchise granted by this Agreement and the furniture, equipment, fixtures, improvements and Gross Revenues of the Boutique. Franchisee shall execute Franchisor's standard Security Agreement attached hereto as Exhibit E. In order to perfect this security interest, Franchisee shall also execute a standard UCC-1 Financing Statement. Franchisee authorizes Franchisor:

- A. To file a copy of the Security Agreement, the UCC-1 Financing Statement and any other documents that may be necessary to perfect the security interest granted herein; and
- B. To sign on behalf of Franchisee and to file in any jurisdiction, with or without signature of Franchisee, financing statements with respect to this security interest and Security Agreement.

ARTICLE 10: RECORDS, AUDITS AND REPORTING REQUIREMENTS

10.1 Financial Statements

A. No later than thirty (30) days following the end of each calendar month during the term of this Agreement, Franchisee agrees to furnish to Franchisor, in a form approved by Franchisor, a statement of the Boutique's profit and loss for the month and a balance sheet as of the end of the month. Franchisee shall certify these statements to be true and correct.

B. No later than ninety (90) days following the end of each calendar year of Franchisee during the term of this Agreement, Franchisee agrees to furnish to Franchisor, in a form approved by Franchisor, a statement of the Boutique's profit and loss for the calendar year and a balance sheet as of the end of the calendar year, prepared on a compilation basis and certified to be true and correct by Franchisee. Franchisor reserves the right to require these annual financial statements to be audited by an independent certified public accountant and if it does so the opinion of said certified public accountant may be qualified only to the extent reasonably acceptable to the Franchisor.

C. The financial statements required above must be prepared in accordance with generally accepted accounting principles, including all disclosures required under those principles.

D. No later than thirty (30) days following Franchisee's filing of the tax returns of the Boutique, Franchisee agrees to furnish to Franchisor exact copies of the tax returns, including federal, state and any local income tax returns, together with a certificate from an independent certified public accountant that all Social Security payments, taxes and fees required to be paid by Franchisee to any governmental agency or entity have been paid, and that if Franchisee is a corporation, there is no reason to believe that Franchisee's corporate status has been impaired.

10.2 Financial Records and Audit or Financial Review

A. Franchisee agrees to record all revenues received by it or the Boutique. Franchisee further agrees to keep and maintain adequate records of these revenues, and to maintain and preserve accurate books, records and tax returns in the English language, including related supporting material (such as cash receipts, and credit and charge records) for the Boutique for at least three years. Franchisor may specify, in its System Standards Manual or otherwise, the forms that Franchisee will be required to use in recording the revenues of the Boutique. Franchisee agrees to keep and preserve for three years the types and classes of records that

Franchisor requires in its System Standards Manual or otherwise, and all business, personnel, financial and operating records relating to Franchisee's Boutique.

B. Franchisor will have the right, at any time, with or without written notice, during regular hours, to enter Franchisee's premises to inspect, audit and make copies of all records including, but not limited to, the following: books of accounts; bank statements; cash or other receipts; checkbooks; documents; records; sales and income tax returns (federal, state and, if applicable, city); and, files of Franchisee relating to programs, products and services sold and transacted. These files shall include (without limitation) Franchisee's operating records; bookkeeping and accounting records; customer lists; customer orders; operating records; operating reports; correspondence; general Boutique records; Franchisee's copy of the System Standards Manual (as amended); invoices; payroll records; journals; ledgers and Franchisee's files; memoranda and other correspondence; contracts and all sources and supporting records used to prepare reports and forms which Franchisee is required to submit to Franchisor under this Agreement, including the books or records of any corporation, partnership or proprietorship which owns the Boutique. Franchisee agrees to make any of these materials available for examination at Franchisee's premises.

C. If Franchisor causes an audit or a financial review by a Certified Public Accountant or other professional to be made for any period and the audit or review reveals that Franchisee understated the Gross Revenues in Franchisee's weekly reports to Franchisor by any amount, then Franchisee agrees to immediately pay Franchisor the additional amount payable as shown by the audit or financial review, plus interest at the highest rate permitted by law.

If an audit or financial review of the Boutique by a Certified Public Accountant or other professional reveals that Franchisee understated the Gross Revenues on Franchisee's weekly reports to Franchisor by two percent (2%) or more for any month within the period of examination, or for the entire period of examination, when compared to Franchisee's actual Gross Revenues, then in addition to paying the additional amounts due and interest as calculated above, Franchisee agrees to immediately pay Franchisor the full cost of the audit or the financial review for the entire period of examination.

If an audit or financial review reveals an understatement by Franchisee of two percent (2%) or more for any calendar year, then in addition to paying the additional amounts due, interest as calculated above and the full cost of the audit or financial review for the entire period of examination, Franchisee's understatement will constitute a material and incurable breach of this Agreement which will entitle Franchisor to terminate this Agreement immediately upon notice to Franchisee, with no opportunity to cure.

ARTICLE 11: CONFIDENTIAL INFORMATION

11.1 Restriction on Use of Confidential Information

Franchisee agrees that it will never, during the Term of this Agreement or at any time after this Agreement expires or terminates, divulge or use any Confidential Information (as defined below) for the benefit of any other persons, partnership, proprietorship, association, corporation or entity. "Confidential Information" means knowledge, trade secrets or know-how concerning the systems of operation, programs, products, services, customers or practices of Franchisee, Franchisor or the Crossing the Jordan™ System. Confidential Information includes (without limitation) all information, knowledge and expertise regarding the Crossing the Jordan™ System (also referred to as "know-how"), techniques and information which Franchisor, its affiliates, or their officers, designate as confidential. Confidential Information will not, however, include information which Franchisee can demonstrate came to its attention before Franchisor disclosed it to it or which, at or after the time of disclosure, has become public through publication or communication by others, but not through any act of Franchisee.

Except as authorized in this Agreement, Franchisee agrees never to copy, duplicate, record or otherwise reproduce any of the Confidential Information or material containing the Confidential Information in whole or in part; Boutique it in a computer, data base or other electronic format; or, otherwise make it available to any third party. Upon the expiration or termination of this Agreement, Franchisee agrees to return to

Franchisor all Confidential Information, including all materials, books, records, software and manuals considered confidential under this Agreement in Franchisee's possession.

Franchisee and its Designated Boutique Manager may divulge only Confidential Information necessary to operate the Boutique, and only to those of Franchisee's employees, agents or independent contractors who need access to it for this purpose. Franchisee agrees to take all necessary precautions to ensure that its employees retain the Confidential Information in confidence, including, but not limited to, requiring its employees to sign, at the time of employment, a Confidentiality/Non-Compete Agreement in a form substantially the same as the agreement attached to this Agreement as Exhibit C. Franchisee shall provide to Franchisor an executed copy of the Confidentiality/Non-Compete Agreement for all of Franchisee's employees who need access to Confidential Information in connection with the operation of the Boutique and shall provide the executed agreement at the time each such employee is hired.

11.2 Customer Lists and the Boutique's Customers

Franchisee shall maintain a current customer list (the "**Customer List**") containing as to each customer of the Boutique such customer's name, address, telephone number, zip code and e-mail address, and such other information Franchisor may require as set forth in the System Standards Manual. Franchisee shall also maintain the Customer List in the form and manner that Franchisor requires as set forth in the System Standards Manual. During the term of this Agreement, Franchisee may use the Customer List, and any of the information contained therein or derivable therefrom, provided such use is consistent with this Agreement and solely for the purpose of promoting the Boutique. Notwithstanding that it may have been created and maintained by Franchisee, the Customer List is, and remains, Franchisor's exclusive property, as is all information pertaining to the Boutique's customers and potential customers that Franchisee may collect, compile or maintain. After the expiration or termination of this Agreement, for any reason, Franchisee may not use or disclose the Customer List or any other information pertaining to the Boutique's customers and potential customers, or any of the information contained therein or derivable therefrom without Franchisor's written prior authorization.

ARTICLE 12: COVENANTS NOT TO COMPETE

12.1 In-Term Covenant Not to Compete

A. Franchisee agrees that during the Term of the Franchise Agreement, it will not directly or indirectly engage in any other business which is similar to the business of the Boutique franchised hereunder or, which offers or sells any product, service or component which now or in the future is part of the Crossing the Jordan™ System, or any similar product or service (a "**Competitive Business**").

B. Franchisee is prohibited from engaging in any Competitive Business as a proprietor, partner, investor, shareholder, director, officer, employee, principal, agent, adviser, or consultant. In addition, Franchisee agrees not to divert any business that should be handled by the Boutique to any other entity. It is the intention of these provisions to preclude not only direct competition but also all forms of indirect competition, such as consultation for Competitive Businesses, service as an independent contractor for Competitive Businesses, or any assistance or transmission of information of any kind which would be of any material assistance to a competitor. Nothing herein will prevent Franchisee from owning for investment purposes up to an aggregate of five percent (5%) of the capital stock of any Competitive Business, so long as the Competitive Business is a publicly held corporation whose stock is listed and traded on a national or regional stock exchange, and so long as Franchisee does not control the company in question.

C. Franchisee agrees not to directly or indirectly, solicit or otherwise attempt to induce, by combining or conspiring with, or attempting to do so, or in any other manner influence any employee, officer, director, agent, consultant, representative, supplier, contractor or franchisee of the Franchisor to terminate or modify his or her position with, or to compete against, Franchisor. If Franchisee is a Business Entity, Franchisee agrees to cause its shareholders, members, partners or proprietors, and its directors,

officers and employees to refrain from any of the competitive activities described above in any manner which Franchisor reasonably requests.

D. in addition to, and not in limitation of other provisions hereof, the Franchisee shall not in any manner interfere with, disturb, disrupt, decrease or otherwise jeopardize the business of Franchisor.

12.2 Post-Term Covenant Not to Compete

A. Franchisee agrees that for a period of two (2) years immediately following the expiration or termination of this Agreement for any reason, Franchisee will not directly or indirectly engage in any Competitive Business.

B. Franchisee agrees that for a period of two (2) years immediately following the expiration or termination of the Franchise Agreement, Franchisee is prohibited from engaging in any Competitive Business as a proprietor, partner, investor, shareholder, director, officer, employee, principal, agent, adviser, or consultant, if the other business is located within Franchisee's Protected Territory, within twenty-five (25) miles of the perimeter of Franchisee's Protected Territory, or within twenty-five (25) miles of the perimeter of (or within) any Crossing the Jordan™ Boutique Protected Territory (whether Franchisor-owned, franchised or otherwise established and operated).

C. Franchisee agrees that for a period of two (2) years immediately following the expiration or termination of the Franchise Agreement, Franchisee agrees not to directly or indirectly, solicit or otherwise attempt to induce, by combining or conspiring with, or attempting to do so, or in any other manner influence any employee, officer, director, agent, consultant, representative, supplier, contractor or franchisee of the Franchisor to terminate or modify his or her position with, or to compete against, the Franchisor. If Franchisee is a Business Entity, Franchisee agrees to cause its shareholders, members, partners or proprietors, and its directors, officers and employees to refrain from any of the competitive activities described above in any manner which Franchisor reasonably requests.

D. It is the intention of the provisions of this Section to preclude not only direct competition but also all forms of indirect competition, such as consultation for Competitive Businesses, leasing the existing Location to a Competitive Business, service as an independent contractor for Competitive Businesses, or any assistance or transmission of information of any kind which would be of any material assistance to a competitor. Nothing herein will prevent Franchisee from owning for investment purposes up to an aggregate of 5% of the capital stock of any Competitive Business, so long as the Competitive Business is a publicly held corporation whose stock is listed and traded on a national or regional stock exchange, and so long as Franchisee does not control the company in question.

E. Franchisee agrees that for a period of two (2) years immediately following the expiration or termination of the Franchise Agreement it shall not solicit any customer of Franchisor or other Crossing the Jordan™ Boutique franchisees;

F. in addition to, and not in limitation of other provisions hereof, the Franchisee shall not in any manner interfere with, disturb, disrupt, decrease or otherwise jeopardize the business of Franchisor

G. If Franchisee is a Business Entity, Franchisee agrees to cause its shareholders, members, partners or proprietors, and its directors, officers and employees to refrain from any of the competitive activities described above in any manner which Franchisor reasonably requests.

12.3 Lesser Included Covenants Enforceable At Law

If all or any portion of the covenants not to compete set forth in this Article are held unreasonable, void, vague or illegal by any court or agency with competent jurisdiction over the parties and subject matter, the court or agency will be empowered to revise and/or construe the covenants to fall within permissible legal limits, and shall not by necessity invalidate the entire covenants. Franchisee expressly agrees to be bound by any lesser covenant subsumed within the terms of this Article as if the resulting covenants were separately stated in and made a part of this Agreement. Franchisor reserves the right to reduce the scope of the

covenants not to compete set forth in this Article without Franchisee's consent, at any time or times, effective immediately upon notice to Franchisee.

12.4 Enforcement of Covenants Not To Compete

Franchisee acknowledges that a violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to Franchisor for which no adequate remedy at law will be available. Accordingly, Franchisee consents to the entry of an injunction prohibiting any conduct by Franchisee in violation of the terms of the covenants not to compete set forth in this Agreement. Franchisee expressly agrees that it may conclusively be presumed that any violation of the terms of the covenants not to compete was accomplished by and through Franchisee's unlawful use of Franchisor's Confidential Information, know-how, methods and procedures. Further, Franchisee expressly agrees that any claims it may have against Franchisor, whether or not arising from this Agreement, will not constitute a defense to the enforcement by Franchisor of the covenants not to compete set forth in this Agreement. Franchisee agrees to pay all costs and expenses, including reasonable attorneys' and experts' fees, incurred by Franchisor in connection with the enforcement of the covenants not to compete set forth in this Agreement.

12.5 Independent Covenants

Franchisor and Franchisee agree that each of the forgoing covenants shall be construed as independent of any other covenant or provision of this Agreement.

12.6 Covenants Reasonable

Franchisee and its owners acknowledge and agree that: (a) the terms of this Agreement are reasonable both in time and in scope of geographic area; (b) Franchisor's use and enforcement of covenants similar to those described above with respect to other Crossing the Jordan™ franchisees benefits Franchisee and its owners in that it prevents others from unfairly competing with Franchisee's Boutique; and (c) Franchisee and its owners have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. FRANCHISEE AND ITS OWNERS HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS SECTION AS BEING OVERLY BROAD, UNREASONABLE OR OTHERWISE UNENFORCEABLE.

ARTICLE 13: ASSIGNMENT; RIGHT OF FIRST REFUSAL

13.1 Assignment By Franchisor

Franchisor shall have the unlimited right to assign this Agreement, and all of its rights and privileges under this Agreement, to any person, firm, corporation or other entity.

13.2 Assignment By Franchisee - General

With respect to Franchisee's obligations under this Agreement, this Agreement is personal, since Franchisor has entered into this Agreement in reliance on and in consideration of Franchisee's singular personal skill and qualifications, and the trust and confidentiality that Franchisor reposes in Franchisee. Therefore, except as provided below, neither Franchisee's interest in this Agreement, its rights or privileges under this Agreement, the franchised business, the Boutique, nor any interest in the Boutique or business, may be assigned, sold, transferred, shared, redeemed, sublicensed or divided, voluntarily or involuntarily, directly or indirectly, by operation of law or otherwise, in any manner, without first obtaining Franchisor's written consent in accordance with this Article, or without first complying with Franchisor's right of first refusal as provided for herein.

This Agreement is a personal obligation of Franchisee. None of Franchisee's rights to use the Crossing the Jordan™ System, Marks, Confidential Information and know-how are transferable except in strict compliance with the terms of this Agreement. Any actual or attempted assignment, transfer or sale of this Agreement, or any interest in this Agreement, or of the franchised business, in violation of the terms of this Article will be null, void and of no effect, and will constitute a material and incurable breach of this Agreement.

"Assignment" for the purposes of this Agreement includes (without limitation):

A. The transfer or redemption in the aggregate of more than 25% of the capital stock or voting power of any corporate franchisee, as originally constituted on the date of execution of this Agreement, to any person or entity who is not (i) already a shareholder of Franchisee (a **"Shareholder"**), (ii) the spouse of any Shareholder, (iii) a trust controlled by a Shareholder whose trustee is a Shareholder or (iv) a corporation, partnership or proprietorship controlled and composed solely of Shareholders;

B. The transfer or redemption in the aggregate of more than 25% of a partnership or proprietorship interest, as originally constituted on the date of execution of this Agreement, in a franchisee that does Boutique as a partnership or proprietorship, to any person or entity who is not (i) already a partner or proprietor of Franchisee (a **"Partner or Proprietor"**), (ii) the spouse of any Partner or Proprietor, (iii) a trust controlled by a Partner or Proprietor whose trustee is Partner or Proprietor; or, (iv) a corporation or partnership controlled and composed solely of Partners or Proprietors.

Franchisee agrees to immediately report to Franchisor all transfers of ownership in a corporate, partnership or proprietorship franchisee, even if less than 25%, in accordance with the procedures set forth in Franchisor's System Standards Manual or otherwise.

13.3 Assignment By Franchisee - To A Corporation Formed By Franchisee

If Franchisee desires to transfer its interest in this Agreement to a corporation formed by Franchisee solely for the convenience of ownership, Franchisee shall obtain Franchisor's prior written consent. Franchisor will not unreasonably withhold consent if all the following conditions are met:

1. The corporation is newly organized and duly incorporated, and its activities are confined to acting exclusively as a Crossing THE JORDAN™ franchisee.
2. Franchisee is the sole owner of all the stock of the corporation and is its principal officer (or Franchisee is the sole owner of 75% or more of all stock of the corporation, with the remaining stockholders being Franchisee's spouse and/or adult children).
3. If Franchisee is more than one individual, each individual must have the right to the same proportionate ownership interest in the corporation as it or she had in the Boutique before the transfer.
4. Franchisee and the corporation execute an agreement in substantially the same form as attached hereto as Exhibit B with Franchisor under which Franchisee and the corporation agree to be jointly and severally liable for all the obligations to Franchisor under this Agreement, and expressly agree to be bound by all the terms, conditions and covenants of this Agreement. Each present and future shareholder of the corporation must agree in writing to personally guarantee the performance by the corporation of Franchisee's obligations under this Agreement, and to be individually bound by all the terms and conditions of this Franchise Agreement and any other agreements between Franchisee and Franchisor.
5. The name of the corporation formed by Franchisee may not include the Mark "Crossing the Jordan™" any variant of " Crossing the Jordan™" or any words confusingly similar to " Crossing the Jordan™".
6. All stock certificates of the corporation must be endorsed with the following legend, conspicuously placed:

"The transfer of this stock is subject to the terms and conditions of a Franchise Agreement dated [date of this Agreement] between CROSSING THE JORDAN FRANCHISE CORPORATION and [Name of Franchisee]. This certificate is not transferable and is not subject to sale, assignment, pledge, mortgage, encumbrance, or transfer, by operation of law or otherwise, without the prior written consent of CROSSING THE JORDAN FRANCHISE CORPORATION. "

7. The Articles of Incorporation, Bylaws and other organizational documents of the corporation must state that the issuance and transfer of any interest in the corporation are restricted by the terms of the Franchise Agreement.
8. That the assignor (and all shareholders of a corporate assignor, and all partners of a partnership assignor, and all proprietors of a proprietorship assignor) executes a general release, of any and all claims, demands and causes of action which Franchisee and its partners, proprietors, directors, officers, shareholders, executors, administrators and assigns (as the case may be) may or might have against Franchisor and its affiliates, and their respective officers, directors, shareholders, agents, attorneys, contractors and employees in their corporate and individual capacities including, without limitation, claims arising under federal, state and local laws, rules and ordinances.

Any transfer pursuant to this Section will not be subject to Franchisor's rights of first refusal provided for below, and will not require payment of a Transfer Fee.

13.4 Assignment By Franchisee - Sale To Third Party

A. Franchisee may not sell or otherwise assign or transfer the franchise conveyed by this Agreement, the franchised Boutique, the Boutique, or any interest in any of these, without Franchisor's prior written consent. If Franchisor does not elect to exercise its right of first refusal, then Franchisor will not unreasonably withhold consent to the assignment and sale. Franchisee agrees that it will not be unreasonable for Franchisor to impose, among other requirements, the following conditions to consenting to the assignment and sale:

1. That Franchisee complies with the right of first refusal provisions as provided for in this Agreement.
2. That the proposed assignee applies to Franchisor for acceptance as a franchisee, and furnishes to Franchisor the information and references that Franchisor requests to determine assignee's skills, qualifications and economic resources.
3. That the proposed assignee presents itself for a personal interview at Franchisor's corporate office, or any other location designated by Franchisor, at the date and time reasonably requested by Franchisor, without expense to Franchisor.
4. That the assignee (or the principal officers, shareholders or directors of a corporate assignee) demonstrates that it has the skills, qualifications, ethics, moral values and economic resources necessary, in Franchisor's reasonable judgment, to conduct the Boutique business contemplated by this Agreement, and to fulfill its obligations to the assignor.
5. That the proposed assignee and its proposed Designated Boutique Manager have attended and successfully completed Franchisor's Initial Training Program before the assignment, and any other training that Franchisor reasonably requires; there shall be no cost for the Initial Training Program, however, all expenses including transportation to any training, lodging, food, salaries of proposed assignee's employees and other living expenses shall be borne by the proposed assignee.
6. That the lessor or sublessor of the Boutique Location consents in writing to the assignment of Franchisee's Lease to the proposed assignee.
7. That as of the date of the assignment, the assignor has fully complied with all of its monetary and other obligations to Franchisor and its affiliates under this Agreement and any other agreement or arrangement with Franchisor or its affiliates.
8. That if the Franchise Agreement is being assigned, or the franchised Boutique is being sold, the assignee executes a separate Franchise Agreement in the form and on the terms and conditions Franchisor then offers to prospective franchisees who are similarly situated (except

that the assignee will not be obligated to pay another Initial Franchise Fee, but will be required to pay a Transfer Fee as set forth herein below, and the Royalty Fee will be that specified in this Agreement). The term of the new Franchise Agreement will expire on the date of expiration of this Agreement. The execution of the new Franchise Agreement will terminate this Agreement, except for the guarantees of Franchisee and the post-termination and post-expiration provisions under this Agreement.

9. That the total sales price is not so excessive, in Franchisor's sole determination, that it jeopardizes the continued economic viability and future operations of the franchise.
10. If the proposed assignee is purchasing part, but not all, of an interest in a corporate or partnership franchisee to this Agreement, then the proposed assignee must execute a Guarantee in the form acceptable to Franchisor guaranteeing all of the obligations under this Agreement.
11. That the assignor (and all shareholders of a corporate assignor, and all partners of a partnership assignor, and all proprietors of a proprietorship assignor) executes a general release, of any and all claims, demands and causes of action which Franchisee and its partners, proprietors, directors, officers, shareholders, executors, administrators and assigns (as the case may be) may or might have against Franchisor and its affiliates, and their respective officers, directors, shareholders, agents, attorneys, contractors and employees in their corporate and individual capacities including, without limitation, claims arising under federal, state and local laws, rules and ordinances.
12. That the assignee pays Franchisor a Transfer Fee in an amount of two-thirds (2/3) of Franchisor's then current Initial Franchise Fee ("Transfer Fee"). Notwithstanding the foregoing, (i) if assignee is an existing owner in Franchisee or acquiring share, membership interests, partnership interests or other ownership interests in Franchisee that do not alter the majority ownership of Franchisee, the Transfer Fee shall be \$1,500; or (ii) if Franchisee is selling its location to an existing Crossing the Jordan™ franchise owner that has been approved by Franchisor to purchase its Boutique, the Transfer Fee shall be one-third (1/3) of the then-current initial Franchise Fee.
13. That the assignor furnishes to Franchisor a copy of the executed contract of assignment.
14. That the assignee, at its expense, upgrade the Boutique to conform to the then-current standards and specifications of the Crossing the Jordan™ System, and completes this upgrading within the time reasonably specified by Franchisor.
15. That Franchisee remains liable for all the obligations to Franchisor arising out of or related to this Agreement before the effective date of the transfer or assignment, and executes all instruments reasonably requested by Franchisor to evidence this liability.
16. That the assignor complies with the terms of the post-term covenant not to compete set forth in this Agreement, commencing on the effective date of the assignment.

B. If Franchisor consents to the assignment of this franchise, it will also consent to the assignment of Franchisee's Lease agreement with its Boutique lessor and all other agreements between Franchisor and Franchisee. Franchisee, if the franchise is assigned, also agrees to assign its Lease agreement with the Boutique lessor and all other agreements between Franchisor and Franchisee to the same assignee. After the assignment, Franchisee will remain liable under all the assigned agreements to the extent they require.

C. Franchisee agrees to defend at its own cost and to indemnify and hold harmless Franchisor, its parent (if any), and the subsidiaries, affiliates, designees, shareholders, directors, officers, employees and agents of either entity, from and against any and all losses, costs, expenses (including attorneys' and experts' fees), court costs, claims, demands, damages, liabilities, however caused (whether or not the losses, costs,

expenses, court costs, claims, demands, damages or liabilities are reduced to judgment), resulting directly or indirectly from or pertaining to any statements, representations or warranties that may be given by Franchisee to any proposed assignee of the franchise, or any claim that Franchisee or the assignor engaged in fraud, deceit, violation of franchise laws or other illegality in connection with the negotiations leading to the consummation of the assignment.

13.5 Assignment By Franchisee - Transfer Upon Death or Disability

Upon the death or disability of the last surviving principal, partner or shareholder of Franchisee (as the case may be), Franchisee's rights will pass to Franchisee's estate, heirs, legatees, guardians or representatives, as appropriate (collectively, the "Estate"). The Estate may continue the operation of the Boutique if: (i) the Estate provides a competent and qualified individual acceptable to Franchisor to serve as Designated Boutique Manager and operate the Boutique on a full-time basis; (ii) this individual attends and successfully completes Franchisor's next offered Initial Training Program at the Estate's expense; and, (iii) this individual assumes full-time operation of the franchise as Designated Boutique Manager within one month of the date Franchisee dies or becomes disabled. In the alternative, the Estate may sell Franchisee's franchise within one month in accordance with the provisions of this Agreement.

From the date of death or disability until a fully trained and qualified Designated Boutique Manager assumes full-time operational control of the franchised Boutique, Franchisor may assume full control of and operate the franchised Boutique, but will have no obligation to do so. If Franchisor does so, then during this period, Franchisor will deduct its expenses for travel, lodging, meals, and all other expenses and fees from the Boutique's Gross Revenues and pay itself a management fee equal to the greater of (i) two times the salary paid to the individual(s) assigned by Franchisor to operate the Boutique, or (ii) 10% of the Boutique's weekly Gross Revenues. This management fee will be in addition to the Royalty Fees and Marketing Fund Fees due Franchisor. Any remaining funds will then be remitted to Franchisee's Estate. Any deficiency in sums due to Franchisor under this Agreement must be paid by Franchisee's Estate to Franchisor within ten days of Franchisor's notifying the Estate of the deficiency. Franchisor will not be obligated to operate Franchisee's franchise. If it does so, Franchisor will not be responsible for any operational losses of the franchise, nor will it be obligated to continue operation of the Boutique.

13.6 Right of First Refusal

The right of Franchisee to assign, transfer, redeem or sell its interest in this Agreement or the franchised Boutique, voluntarily or by operation of law (as provided above), will be subject to Franchisor's right of first refusal. Franchisor shall exercise its right of first refusal in the following manner:

1. Franchisee shall deliver to Franchisor a true and complete copy of the offer (the "notice") and furnish to Franchisor any additional information concerning the proposed transaction that Franchisor reasonably requests.
2. Within twenty one (21) days after Franchisor's receipt of the notice (or, if Franchisor requests additional information, within twenty one days after receipt of the additional information), Franchisor may either consent or withhold its consent to the assignment or redemption, in accordance with this Article, or at its option, accept the assignment to itself or to its nominee, on the terms and conditions specified in the notice. However, Franchisor will be entitled to all of the customary representations and warranties given by the seller of assets of a Boutique, including (without limitation), representations and warranties as to ownership, condition of and title to assets, liens and encumbrances on the assets, validity of contracts and agreements, and Franchisee's contingent and other liabilities affecting the assets.
3. If a partial transfer is proposed through the assignment or redemption of more than 25% of the capital stock of a Business Entity to other than the original shareholders, members or partners or proprietors of Franchisee (measured against the ownership of the Franchisee entity as originally constituted on the date of execution of this Agreement), then Franchisor will have the option to purchase not only the interests being transferred but also the remaining

interests, so that Franchisor's resulting ownership will be 100% of the franchise. The price of these remaining interests will be proportionate to the price of the interests initially being offered.

4. Franchisor's credit will be deemed equal to the credit of any proposed purchaser. Franchisor may substitute cash for any other form of payment proposed in the offer.
5. If Franchisor exercises its right of first refusal, Franchisor will be given at least sixty (60) days after notifying Franchisee of its election to exercise its right of first refusal to prepare for closing. Franchisee agrees to take all action necessary to assign its Lease agreement with the lessor of the Boutique Location to Franchisor.
6. If Franchisor elects not to exercise its right of first refusal and consents to the proposed assignment or redemption, then Franchisee will, subject to the provisions of this Article, be free to assign this Agreement or the franchised Boutique to its proposed assignee on the terms and conditions specified in the notice. If, however, the terms are changed, the changed terms will be deemed a new proposal, and Franchisor will have a right of first refusal with respect to this new proposal.
7. Franchisor's election not to exercise its right of first refusal with regard to any offer will not affect its right of first refusal with regard to any later offer. If Franchisor does not exercise its right of first refusal, this will not constitute approval of the proposed transferee, assignee, redemption or the transaction itself. Franchisee and any proposed assignee must comply with all the criteria and procedures for assignment of the franchise, the Franchise Agreement and/or the franchised Boutique specified in this Article.

13.7 No Encumbrance

Franchisee will have no right to pledge, encumber, hypothecate or otherwise give a security interest in this Agreement, the franchise, the Boutique or the franchised business in any manner to any third party person or entity without Franchisor's prior written permission, which Franchisor may withhold for any reason.

ARTICLE 14: MARKS

14.1 Franchisee's Non-Ownership of Marks

Nothing in this Agreement will give Franchisee any right, title or interest in or to any of the Marks of Franchisor (or its affiliates) except as a mere privilege and non-exclusive license, during the term of this Agreement, to display and use the Marks according to the limitations set forth in this Agreement. Franchisee understands and agrees that the limited license to use the Marks granted by this Agreement applies only to those Marks which Franchisor designates (and has not designated as withdrawn from use), and those Marks which Franchisor may in the future designate in writing. Franchisee agrees not to represent in any manner that it has acquired any ownership or equitable rights in any of the Marks by virtue of the limited license granted under this Agreement or Franchisee's use of the Marks. All uses of the Marks by Franchisee, whether as a trademark, service mark, trade name or trade style, will inure to Franchisor's benefit. Following the expiration or termination of this Agreement, no monetary amount will be attributable to any goodwill associated with Franchisee's use of the Marks or operation of the franchised Boutique.

14.2 Acts in Derogation of the Marks

Franchisee agrees that the Marks are the exclusive property of Franchisor (or its affiliates). Franchisee asserts and will in the future assert no claim to any goodwill, reputation or ownership of the Marks by virtue of Franchisee's licensed use of the Marks, or for any other reason. Franchisee agrees that it will not do or permit any act or thing to be done in derogation of any of the rights of Franchisor or its affiliates in connection with the Marks, either during or after the term of this Agreement. Franchisee agrees not to apply for or obtain any trademark or service mark registration of any of the licensed Marks or any confusingly similar marks in its own name. Franchisee agrees to use the Marks only for the uses and in the manner licensed under this Agreement and as provided in this Agreement. Franchisee agrees that it will

not, during or after the term of this Agreement, in any way dispute or impugn the validity of the Marks, the rights of Franchisor (or its affiliates) to the Marks, or the rights of Franchisor, its affiliates or other franchisees of Franchisor to use the Marks.

14.3 Use and Display of Marks

A. Franchisee agrees to use the Marks in full compliance with rules prescribed from time to time by Franchisor in its System Standards Manual or otherwise. Franchisee is prohibited (except as expressly provided in this Agreement) from using any Mark with any prefix, suffix, or other modifying words, terms, designs or symbols (other than logos licensed by Franchisor to Franchisee). Franchisee may not use any Mark in connection with the sale of any unauthorized product, service or program or in any other manner not explicitly authorized in writing by Franchisor. Franchisee may use the Marks only for the operation of the franchised Boutique or in advertising for the franchised Boutique in a manner consistent with Franchisor's corporate brand guidelines, as they presently exist or as they may exist in the future. Franchisee's right to use the Marks is limited to the uses authorized under this Agreement.

B. Franchisee may not use the Marks in any way which will incur any obligation or indebtedness on behalf of Franchisor. Franchisee agrees to comply with Franchisor's instructions in filing and maintaining all requisite trade name or fictitious name registrations, and to execute any documents deemed necessary by Franchisor or its counsel to obtain protection for the Marks or to maintain their continued validity and enforceability.

C. Franchisee agrees to affix Franchisor's Marks on the Boutique and the uniforms, equipment, fixtures, signs, stationery, advertising, sales/promotional materials and other objects, in the size, color, lettering style and fashion and at the places which Franchisor designates in its System Standards Manual or otherwise. Franchisee also agrees to display the Marks and relevant trademark and copyright notices pursuant to the requirements set forth in the System Standards Manual. Except as expressly provided in the System Standards Manual or otherwise, Franchisee may not erect or display in or on its Crossing the Jordan™ Boutique, stationery, advertising, sales or promotional materials or any other objects bearing any other trademarks, logotypes, symbols or service marks. Franchisee may not use any names, marks or logotypes other than the Marks in connection with the franchised Boutique without Franchisor's prior written approval.

D. Franchisee shall, at the request of Franchisor and at Franchisor's cost, affix and display in a conspicuous location in its Boutique, such signs, stationary and sales/promotional materials advertising the sale of Crossing the Jordan™ franchises. Franchisee shall affix and display a sign in a conspicuous location in its Boutique, the fact that Franchisee is an independent contractor and not affiliated with Franchisor.

14.4 Non-Use of Trade Name

If Franchisee is a Business Entity, it may not use Franchisor's Marks or any confusingly similar words or symbols, in Franchisee's corporate, partnership or limited liability company name. In particular, Franchisee may not use the words "Crossing the Jordan™," "Crossing the Jordan™ Boutique" or any variant as part of its corporate, partnership, proprietorship, or limited liability company name.

14.5 Required Means of Crossing the Jordan™ Identification

Franchisee shall conduct its Boutique business under the assumed business name "Crossing the Jordan™." Franchisee agrees, at its expense, to perform all filings and procure all required or necessary governmental approvals or registrations required to do business under that assumed business name. Franchisee agrees to identify itself as a franchisee, but not an agent, of Franchisor.

14.6 Defense of Marks and Copyrights By Franchisor

If Franchisee receives notice, is informed or learns of any claim, suit or demand against it on account of any alleged infringement, unfair competition, or similar matter relating to the use of the Marks or any of Franchisor's copyrights (each, a "claim"), Franchisee agrees to promptly notify Franchisor. Franchisor will then promptly take any action it may consider necessary to protect and defend Franchisee against the claim and indemnify Franchisee against any actual damages and reasonable costs or expenses incurred in

connection with the claim, so long as the claim is based solely on any alleged infringement, unfair competition, or similar matter relating to the use of the Marks or copyrights. Franchisee may not settle or compromise the claim by a third party without Franchisor's prior written consent. Franchisor will have the right to defend, compromise and settle the claim at its sole cost and expense, using its own counsel. Franchisee agrees to cooperate fully with Franchisor in connection with the defense of the claim. Franchisee grants irrevocable authority to Franchisor, and appoints Franchisor as Franchisee's attorney in fact, to defend and/or settle all claims of this type. Franchisee may participate at its own expense in the defense or settlement, but Franchisor's decisions with regard to the settlement will be final. Franchisor will have no obligation to defend or indemnify Franchisee pursuant to this Section if the claim arises out of or relates to Franchisee's use of any of the Marks and/or Franchisor's copyrights in violation of the terms of this Agreement.

14.7 Prosecution of Infringers

If Franchisee receives notice, is informed or learns that any third party which it believes is not authorized to use the Marks is using the Marks or any variant of the Marks, Franchisee agrees to promptly notify Franchisor. Franchisor will then determine whether or not it wishes to take any action against the third party on account of the alleged infringement of Franchisor's Marks. Franchisee will have no right to make any demand or to prosecute any claim against any alleged infringer of Franchisor's Marks for or on account of an alleged infringement.

14.8 Discontinuance or Substitution of Marks

Franchisee agrees to comply with any instruction by Franchisor to modify or discontinue use of any Mark, or to use any additional or substituted Marks. Franchisee waives all claims arising from or relating to any Mark change, modification or substitution. Franchisor will not be liable to Franchisee for any expenses, losses or damages sustained by Franchisee as a result of any Mark addition, modification, substitution or discontinuation. If Franchisor requires Franchisee to add, modify, substitute or discontinue any Mark, Franchisee agrees to bear the costs and expenses associated with any such changes. Franchisee covenants not to commence or join in any litigation or other proceeding against Franchisor for any of these expenses, losses or damages.

14.9 Internet

A. Franchisee shall not develop, create, generate, own, license, lease or use in any manner any computer medium or electronic medium (including, without limitation, any Internet home page, e-mail address, website, web page, domain name, bulletin board, newsgroup or other Internet related medium or activity) which in any way uses or displays, in whole or part, the Marks, or any of them, or any words, symbols or terms confusingly similar thereto without Franchisor's express prior written consent, and then only in such manner and in accordance with such procedures, policies, standards and specifications as Franchisor may establish from time to time.

B. Franchisee acknowledges and agrees that Franchisor is the owner of, and will retain all right, title and interest in and to (i) the domain name "crossingthejordan.org"; (ii) the URL: "www.crossingthejordan.org"; all existing and future domain names, URLs, future addresses and subaddresses using the Marks in any manner; (iii) all social media identifiers, handles, profiles, streams, and pages of any kind, now known and those not yet contemplated, that use the Marks in any manner; (iv) all computer programs and computer code (e.g., HTML, XML DHTML, Java) used for or on the Franchisor's web site(s), excluding any software owned by third parties; (v) all text, images, sounds, files, video, designs, animations, layout, color schemes, trade dress, concepts, methods, techniques, processes and data used in connection with, displayed on, or collected from or through Franchisor's web site(s); and (vi) all intellectual property rights in or to any of the foregoing.

C. Franchisee Acknowledges that:

1. Franchisor has established the Website. Franchisor may, at its sole option, from time to time, without prior notice to Franchisee: (i) change, revise, or eliminate the design, content and

functionality of the Website; (ii) make operational changes to the Website; (iii) change or modify the URL and/or domain name of the Website; (iv) substitute, modify, or rearrange the Website, at Franchisor's sole option, including in any manner that Franchisor considers necessary or desirable to, among other things, (a) comply with Applicable Law, (b) respond to changes in market conditions or technology, and (c) respond to any other circumstances; (v) limit or restrict end-user access (in whole or in part) to the Website; and (vi) disable or terminate the Website, or suspend listings of Franchisee locations or Franchisee's access to the Website in the event of a default by Franchisee, without Franchisor having any liability to Franchisee.

2. The Website may include one or more interior pages that identify Buy-Sell-Trade Boutiques, operated under the Marks, including the Boutique developed and operated hereunder, by, among other things, geographic region, address, telephone number(s), and menu items. The Website may also include one or more interior pages dedicated to franchise sales by Franchisor and/or relations with Franchisor's investors.
3. Franchisor may, from time to time, establish the Franchisee Page. Franchisor may permit Franchisee to customize or post certain information to the Franchisee Page, subject to Franchisee's execution of Franchisor's then-current participation agreement, and Franchisee's compliance with the procedures, policies, standards and specifications that Franchisor may establish from time to time. Such participation agreement may require the Franchisee to pay a reasonable fee for the establishment and maintenance of the Franchisee Page, and may include, without limitation, specifications and limitations for the data or information to be posted to the Franchisee Page, customization specifications, the basic template for design of the Franchisee Page, parameters and deadlines specified by Franchisor, disclaimers, and such other standards and specifications and rights and obligations of the parties as Franchisor may establish from time to time. Any modifications (including customizations, alterations, submissions or updates) to the artwork, graphics, design, functionality, software, code or the like made by Franchisee for any purpose will be deemed to be a "work made for hire" under the copyright laws, and therefore, Franchisor shall own the intellectual property rights in and to such modifications. To the extent any modification does not qualify as a work made for hire as outlined above, Franchisee hereby assigns those modifications to Franchisor for no additional consideration and with no further action required and shall execute such further assignments(s) as Franchisor may request.
4. Without limiting Franchisor's general unrestricted right to permit, deny and regulate Franchisee's participation on the Website in Franchisor's discretion, if Franchisee shall breach this Agreement, or any other agreement with Franchisor or its affiliates, Franchisor may disable or terminate the Franchisee page and remove all references to the Boutique developed and operated hereunder on the Website until said breach is cured.
5. Franchisee shall not, and shall not permit any others to, sell (which includes order-taking), advertise, or merchandise, any Competitive Business products (including Proprietary Products) by any computer medium or electronic medium (including, any Internet home page, e-mail address, website, web page (including the Franchisee Page), domain name, bulletin board, newsgroup or other Internet related medium or activity) without Franchisor's express prior written consent, and then only in such manner and in accordance with such procedures, policies, standards and specifications as Franchisor may establish from time to time. Without limiting Franchisor's rights in this Agreement, all of said rights are reserved to Franchisor.

D. Franchisor also shall have the sole right (but no obligation) to develop an Intranet network through which Franchisor and its franchisees can communicate by e-mail or similar electronic means. Franchisee agrees to use the facilities of the Intranet in strict compliance with the standards, protocols and restrictions that Franchisor includes in the System Standards Manual (including, without limitation,

standards, protocols and restrictions relating to the encryption of Confidential Information and prohibitions against the transmission of libelous, derogatory or defamatory statements).

ARTICLE 15: RELATIONSHIP OF THE PARTIES

15.1 Independent Contractor

It is expressly agreed that the relationship created by this Agreement is not a fiduciary, special, or any other similar relationship, but rather is an arm's-length business relationship, and Franchisor owes Franchisee no duties except as expressly provided in this Agreement. Franchisee is an independent contractor, and nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, joint employer or servant of the other for any purpose. It is further agreed that Franchisee has no authority to create or assume in Franchisor's name or on behalf of Franchisor, any obligation, express or implied, or to act or purport to act as agent or representative on behalf of Franchisor for any purpose whatsoever. Neither Franchisor nor Franchisee is the employer, employee, agent, partner or co venturer of or with the other, each being independent. Franchisee agrees that it will not hold itself out as the agent, employee, partner or co venturer of Franchisor. All employees hired by or working for Franchisee shall be hired and discharged at Franchisee's sole discretion, and shall be the employees of Franchisee and shall not, for any purpose, be deemed employees of Franchisor or subject to Franchisor's control, direct or indirect, actual or reserved. Each of the parties shall file its own tax, regulatory and payroll reports with respect to its respective employees and operations, saving and indemnifying the other party hereto of and from any liability of any nature whatsoever by virtue thereof. Neither shall have the power to bind or obligate the other except specifically as set forth in this Agreement. Franchisor and Franchisee agree that the relationship created by this Agreement is not a fiduciary relationship. Franchisee shall not, under any circumstances, act or hold itself out as an agent or representative of Franchisor. Franchisee shall clearly identify itself, on all documentation and signage to the public that it is an independently owned and operated business.

15.2 Indemnification

Franchisee agrees to indemnify the Indemnified Parties and hold them harmless for, from and against any and all Losses and Expenses incurred by any of them as a result of or in connection with any of the following Claims: (a) any Claim asserted against Franchisee and/or any of the Indemnified Parties arising from the marketing, use or operation of Franchisee's Boutique or Franchisee's performance and/or breach of any of Franchisee's obligations under this Agreement; (b) any other Claim arising from alleged violations of Franchisee's relationship with and responsibility to Franchisor; (c) any Claim resulting from Franchisee's breach of any representations, warranties, or covenants; (d) any Claim arising as a result of Franchisee's misuse of Franchisor's Intellectual Property; (e) any Claim relating to a breach of Franchisee's Lease; (f) any Claim relating to taxes or penalties assessed by any governmental entity against Franchisor that are directly related to Franchisee's failure to pay or perform functions required of Franchisee under this Agreement; or (g) Franchisee's negligent acts or omissions or willful misconduct in connection with the ownership or operation of Franchisee's Boutique. The Indemnified Parties shall have the right, in their sole discretion to: (i) retain counsel of their own choosing to represent them with respect to any Claim; and (ii) control the response thereto and the defense thereof, including the right to enter into an agreement to settle such Claim. Franchisee may participate in such defense at Franchisee's own expense. Franchisee agrees to give Franchisee's full cooperation to the Indemnified Parties in assisting the Indemnified Parties with the defense of any such Claim, and to reimburse the Indemnified Parties for all of their costs and expenses in defending any such Claim, including court costs and reasonable attorneys' fees, within ten (10) days of the date of each invoice delivered by such Indemnified Party to Franchisee enumerating such costs, expenses and attorneys' fees. **"Indemnified Party"** or **"Indemnified Parties"** means Franchisor and each of its past, present and future owners, members, officers, directors, employees and agents, as well as its parent companies, subsidiaries and affiliates, and each of their past, present and future owners, members, officers, directors, employees and agents. **"Claim"** or **"Claims"** means any and all claims, actions, demands, assessments, litigation, or other form of regulatory or adjudicatory procedures, claims, demands, assessments, investigations, or formal or informal inquiries. **"Losses and**

Expenses means all compensatory, exemplary, and punitive damages; fines and penalties; attorneys' fees; experts' fees; accountants' fees; court costs; costs associated with investigating and defending against Claims; settlement amounts; judgments; compensation for damages to Franchisor's reputation and goodwill; and all other costs, damages, liabilities and expenses associated with any of the foregoing losses and expenses or incurred by an Indemnified Party as a result of a Claim.

ARTICLE 16: DEFAULT AND TERMINATION

16.1 Termination By Franchisor - Automatic Termination Without Notice

Franchisee will be in default of this Agreement, and all rights granted in this Agreement will immediately and automatically terminate and revert to Franchisor without notice to Franchisee, if: Franchisee, the franchised Boutique or the Business Entity to which the franchise relates is adjudicated as bankrupt or insolvent; all or a substantial part of the assets thereof are assigned to or for the benefit of any creditor; a petition in bankruptcy is filed by or against Franchisee or the franchised business and is not immediately contested and/or dismissed within sixty (60) days from filing; a bill in equity or other proceeding for the appointment of a receiver or other custodian of Franchisee, the franchised business or assets of either is filed and consented to by Franchisee; a receiver or other custodian (permanent or temporary) of all or part of Franchisee's assets or property is appointed by any court of competent jurisdiction; proceedings for a composition with creditors under any state or federal law are instituted by or against Franchisee or the franchised business; Franchisee is dissolved; execution is levied against Franchisee, the franchised business or its property; or, the real or personal property of the franchised business is sold after levy thereon by any governmental body or agency, sheriff, marshal or constable.

16.2 Termination By Franchisor Upon Notice - No Opportunity To Cure

Franchisee will have materially breached this Agreement and Franchisor may, at its option, terminate this Agreement and all rights granted under this Agreement, without affording Franchisee any opportunity to cure the breach, effective immediately upon Franchisee's receipt of notice (which, whether sent by certified mail, registered mail, fax, overnight courier or personal physical delivery, will be deemed to have been received by Franchisee upon delivery or first attempted delivery of the notice to Franchisee) upon the occurrence of any of the following events:

A. Franchisee does not commence operation of the franchised Boutique within three hundred sixty five (365) days following execution of this Agreement by Franchisor; at any time ceases to operate the franchised Boutique; abandons the franchise relationship; or, abandons the franchise by failing to operate the Boutique for five (5) consecutive days during which Franchisee is required to operate the Boutique under this Agreement (or any shorter period of time after which it is not unreasonable under the facts and circumstances for Franchisor to conclude that Franchisee does not intend to operate the franchise), unless Franchisee's failure to operate is due to fire, flood, other Acts of God or other similar causes beyond Franchisee's control.

B. Franchisee omitted or misrepresented any material fact in the information it furnished to Franchisor in connection with Franchisor's decision to enter into this Agreement.

C. Franchisor and Franchisee agree in writing to terminate the Franchise Agreement.

D. Franchisee does not provide a copy of the proposed Lease, or does not otherwise secure a Boutique Location within the time limits and following the procedures specified in this Agreement.

E. Franchisee fails to timely cure a default under the Lease for the Boutique Location which could result in the loss of Franchisee's right to possession of the Boutique Location; or Franchisee loses the right to possession of the Boutique Location, provided, however, that if the loss of possession results from the governmental exercise of the power of eminent domain, or if, through no fault of Franchisee, the premises are damaged or destroyed, then Franchisee will have thirty (30) days after this event to apply for Franchisor's approval to relocate and reconstruct the premises in accordance with the applicable provisions of this Agreement. This approval may not be unreasonably withheld, but it will be reasonable for Franchisor to

withhold approval if the Boutique will not re-open within one hundred eighty (180) days of the closing of the previous Boutique Location.

F. Franchisee (or, if Franchisee is a Business Entity, any principal of Franchisee) engages in an act that could be deemed a felony, fraud, crime involving moral turpitude, or any other crime or offense which Franchisor reasonably believes is related to Franchisee's operation of the franchised Boutique, or is likely to have an adverse effect on the Crossing the Jordan™ System, the Marks, the goodwill associated with the Marks or Franchisor's interest in the System or Marks.

G. A threat or danger to public health or safety results from Franchisee's continued operation of the franchised Boutique.

H. Franchisee reuses and/or recycles any Proprietary Product, or sells such products to third parties without the prior approval and written consent of Franchisor.

I. Franchisee fails to correct any local, state or municipal health or sanitation law or code violation within seventy-two hours after being cited for such violation.

J. Franchisee (or any principal of a Business Entity) purports to transfer any rights or obligations under this Agreement, any interest in Franchisee or the franchised Boutique to any third party in violation of the terms of this Agreement.

K. Franchisee conceals revenues; knowingly maintains false books or records; falsifies information or otherwise defrauds or makes false representations to Franchisor; or, knowingly submits any substantially false report to Franchisor.

L. Franchisee engages in any conduct or practice that is a fraud upon consumers, or is an unfair, unethical, or deceptive trade, act or practice.

M. Franchisor causes an audit to be made for any period and the Gross Revenues as shown by Franchisee's weekly statements submitted to Franchisor is found to be understated by 2% or more for any calendar year.

N. Franchisee interferes or attempts to interfere with Franchisor's contractual relations with other franchisees, customers, employees, advertising agencies or any third parties.

O. Franchisee interferes or attempts to interfere with Franchisor's ability or right to franchise or license others to use and employ Franchisor's Marks and System or Franchisee makes any use of the Marks not authorized under this Agreement.

P. Franchisee receives three (3) notices of default within any eighteen (18) month period.

Q. Franchisee offers or sells any unapproved products and/or conducts (or permits the conducting of) any business other than the business contemplated by this Agreement at or from the Boutique without Franchisor's prior written consent.

R. If Franchisee shall abandon the Boutique. For purposes of this Agreement, "abandon" shall refer to (i) Franchisee's failure, at any time during the term of this Agreement, to keep the Premises or Boutique open and operating for, and conducting, retail business for a period of five (5) consecutive days, except as provided in the System Standards Manuals, (ii) Franchisee's failure to keep the Premises or Boutique open and operating for any period after which it is not unreasonable under the facts and circumstances for Franchisor to conclude that Franchisee does not intend to continue to operate the Boutique, unless such failure to operate is due to fire, flood, earthquake or other similar causes beyond Franchisee's control, and/or (iii) Franchisee's failure to actively and continuously maintain and answer the telephone listed by Franchisee for the Boutique solely with the "Crossing the Jordan™" name.

16.3 Termination by Franchisor - Fifteen Days to Cure

Except as provided in Section 16.1, 16.2, 16.4 and in Section 8.1, Franchisee will have fifteen (15) calendar days after its receipt from Franchisor of a written Notice of Termination to remedy any default under this Agreement, not specified in the preceding section and to provide evidence that it has done so to Franchisor. If Franchisee has not cured any default within that time (or, if appropriate, Franchisee has not initiated action to cure the default within that time) or any longer period that applicable law may require, this Agreement will terminate immediately upon expiration of the fifteen day period, or any longer period required by applicable law. All Notices of Termination, whether sent by certified mail, registered mail, fax, overnight courier or by physically delivering the notice in person, will be deemed to have been received by Franchisee upon delivery or first attempted delivery of the notice to Franchisee's Boutique.

16.4 Franchisee's Failure to Pay

Franchisee shall have ten (10) days to cure any default in the timely payment of sums due to Franchisor or its affiliates, after Franchisor's written notice of default within which to remedy any default under this Agreement, and to provide evidence of such remedy to Franchisor. If any such default is not cured within that time period, or such longer time period as Applicable Law may require or as Franchisor may specify in the notice of default, this Agreement and all rights granted by it shall thereupon automatically terminate without further notice or opportunity to cure.

16.5 Cross Default

Any default or breach by Franchisee of any other agreement between Franchisor or its affiliates and Franchisee will be deemed a default under this Agreement, and any default or breach of this Agreement by Franchisee will be deemed a default or breach under any and all other agreements between Franchisor and Franchisee. If the nature of the default under any other agreement would have permitted Franchisor to terminate this Agreement if the default had occurred under this Agreement, then Franchisor will have the right to terminate all the other agreements between Franchisor and Franchisee in the same manner provided for in this Agreement for termination of this Agreement. Franchisee will be given the same opportunity to cure defaults under any other agreement between Franchisor or its affiliates and Franchisee as Franchisee has under this Agreement.

16.6 Notice Required By Law

If any valid, applicable law or regulation of a competent governmental authority with jurisdiction over this Agreement or the parties to this Agreement limits Franchisor's rights of termination under this Agreement or requires longer notice or cure periods than those set forth above, then this Agreement will be deemed amended to conform to the minimum notice, cure periods or restrictions upon termination required by the laws and regulations. Franchisor will not, however, be precluded from contesting the validity, enforceability or application of the laws or regulations in any action, proceeding, hearing or dispute relating to this Agreement or the termination of this Agreement.

16.7 Management during Default

Upon any default of this Agreement by Franchisee, Franchisor will have the right, but not the obligation, to immediately enter and take-over management of Franchisee's Boutique until such time as the default is cured. Franchisor shall be entitled to reasonable and customary compensation for managing the Boutique.

ARTICLE 17: FURTHER OBLIGATIONS AND RIGHTS OF THE PARTIES ON TERMINATION OR EXPIRATION

17.1 Post-Termination Obligations

A. If this Agreement expires or terminates for any reason, Franchisee will cease to be an authorized Crossing the Jordan™ franchisee and Franchisee will lose all rights to the use of Franchisor's Marks, the Crossing the Jordan™ System, all Confidential Information and know-how owned by Franchisor and any goodwill engendered by the use of Franchisor's Marks.

Upon termination or expiration of this Agreement for whatever reason, Franchisee agrees to:

1. Immediately pay all sums due and owing to Franchisor or its affiliates, all sums due and owing to any lessor, employees, taxing authorities, advertising agencies and all other third parties, and shall immediately pay to Franchisor the full amount of the Boutique's outstanding gift card/certificates.
2. Discontinue the use of the Marks, and not operate or do business under any name or in any manner which might tend to give the general public the impression that it is operating a Crossing the Jordan™ Boutique, or any similar business. Franchisee may not use, in any manner or for any purpose, directly or indirectly, any of Franchisor's Confidential Information, trade secrets, procedures, forms, techniques, know-how or materials acquired by Franchisee by virtue of the relationship established by this Agreement, including (without limitation): Crossing the Jordan™ products, services and programs; specifications or descriptions of Franchisor's products and services; lists of customers, employees and independent contractors; Franchisor's System Standards Manual and any Supplements to it; forms, advertising matter, marks, devices, signs, insignia, slogans and designs used in connection with the franchised Boutique; telephone number listed in any telephone directory under the name "Crossing the Jordan™," or any similar designation or directory listing relating to the franchised Boutique; and, the systems, procedures, techniques, criteria, concepts, designs, advertising and promotion techniques, specifications, and all other components, specifications and standards, which comprise (or in the future may comprise) a part of the Crossing the Jordan™ System.
3. Take all necessary action to cancel any assumed name or equivalent registration which contains the Mark "Crossing the Jordan™," or any other Mark of Franchisor, or any variant, within fifteen days following termination or expiration of this Agreement. If Franchisee fails or refuses to do so, Franchisor may, in Franchisee's name, on Franchisee's behalf and at Franchisee's expense, execute all documents necessary to cause discontinuance of Franchisee's use of the name "Crossing the Jordan™," or any related name used under this Agreement. Franchisee irrevocably appoints Franchisor as Franchisee's attorney-in-fact to do so.
4. Upon any termination of this Agreement by Franchisor, Franchisor will have the right immediately to enter and take possession of Franchisee's Boutique to maintain continuous operation of the previously-franchised Boutique, provide for orderly change of management and disposition of personal property, and otherwise protect Franchisor's interests. If Franchisee disputes the validity of Franchisor's termination of the franchise, Franchisor will nevertheless have the option (which Franchisee irrevocably grants) to operate the Boutique business pending the final, unappealed determination of the dispute by a court of competent jurisdiction. If a court of competent jurisdiction makes a final, unappealed determination that the termination was not valid, Franchisor agrees to make a full and complete accounting for the period during which it operated the previously-franchised Boutique.
5. In the event of termination for any default by Franchisee or of termination by Franchisee through failure to make payment following notice to cure, pay to Franchisor all expenses it incurs as a result of the default or termination, including all damages, costs, and expenses, and reasonable attorneys' and experts' fees.
6. At Franchisor's option, which is exercisable in writing within thirty (30) days from the date of expiration or termination of this Agreement, or if termination is contested by Franchisee, within thirty (30) days after a court decides the propriety of the termination, assign to Franchisor any interest which Franchisee has in any Lease, right of entry or easement for the Boutique Location, and vacate the Boutique promptly and completely, rendering all necessary assistance to Franchisor to enable it to take prompt possession. Except as provided for in

Section 17.1.B.4 or as otherwise instructed by Franchisor, Franchisee shall immediately close the franchised Boutique for business, and, during the thirty (30) day period following expiration or termination, Franchisee shall not take any action to remove, conceal, assign, transfer or sell, any items containing the Marks, signs, equipment, furniture, fixtures, equipment or other tangible assets used in, or necessary for, the effective operation of the Boutique.

7. If Franchisee owns the Boutique Location, execute and deliver to Franchisor a Lease for the Boutique Location on commercially reasonable terms. If the parties cannot agree on such terms within a reasonable time, Franchisor will designate an independent appraiser. The appraiser's determination will be binding, and Franchisee shall execute and deliver to Franchisor a Lease for the Boutique Location on the terms determined by the appraiser to be commercially reasonable. Franchisor and Franchisee will each pay 50% of the fee charged by the independent appraiser. Upon its execution of the Lease for the Boutique Location, Franchisee agrees to vacate the Boutique promptly and completely, rendering all necessary assistance to Franchisor to enable it to take prompt possession.
8. Immediately deliver to Franchisor all training or other manuals furnished to Franchisee (including the System Standards Manual and Supplements to the System Standards Manual), computer software and database material, customer lists, records and files, documents, instructions, display items, advertising and promotional material, any and all materials, signs and related items which bear Franchisor's Marks or slogans or insignias or designs, advertising contracts, forms and other materials or property of Franchisor, and any copies of them in Franchisee's possession which relate to the operation of the franchised Boutique. Franchisee may retain no copy or record of any of these items, except for Franchisee's copy of this Agreement, any correspondence between the parties and any other documents which Franchisee reasonably needs for compliance with any provision of law. Franchisee agrees that the foregoing items, materials, lists, files, software and other similar items will be deemed to be the property of Franchisor for all purposes.
9. Within fifteen (15) days from the date of termination or expiration of this Agreement, or if termination is contested by Franchisee, within fifteen (15) days after a court decides the propriety of the termination, arrange with Franchisor for an inventory to be made by Franchisor, at Franchisor's cost, of all the personal property, fixtures, equipment, signs, inventory, supplies and any other tangible assets of Franchisee and the franchised Boutique, including, without limitation, all items bearing the Marks. Franchisor will have the option, to be exercised within thirty (30) days after termination or expiration of this Agreement, or if termination is contested by Franchisee, within thirty (30) days after a court decides the propriety of the termination, to purchase from Franchisee any or all of these items for the total purchase price of Two Thousand Five Hundred Dollars (\$2,500). If Franchisor elects to exercise this option to purchase, Franchisee shall be obligated to sell to Franchisor any and all of the furniture, fixtures, equipment, inventory, supplies, and other tangible assets of Franchisee and the franchised Boutique for the total purchase price of Two Thousand Five Hundred Dollars (\$2,500), and Franchisor may set off all amounts due from Franchisee under this Agreement against this purchase price. Franchisee shall not, for a period of thirty (30) days after termination or expiration of this Agreement, transfer, convey, assign or sell to any person or entity other than Franchisor, any of the fixtures, equipment, inventory, supplies and other tangible assets of Franchisee and the franchised Boutique. Any conveyance, sale or transfer of any of the fixtures, equipment, inventory and supplies of Franchisee and the franchised Boutique during this time shall be null and void.
10. Immediately execute all agreements necessary to effectuate the termination in a prompt and timely manner.

11. Cease using the telephone numbers listed in any telephone directories, local listings or local internet search engines under the name "Crossing the Jordan™" or any other confusingly similar name or directory listing relating to the franchised Boutique. Franchisee agrees that Franchisor will have the absolute right to notify the telephone company and all listing agencies of the termination or expiration of Franchisee's right to use all telephone numbers and all classified and other directory listings for the Boutique. Franchisee further agrees, upon Franchisor's written demand, to direct the telephone company and all listing agencies to transfer to Franchisor, or to any other person and location that Franchisor directs, all telephone numbers and directory listings of the Boutique. Franchisee acknowledges and agrees that Franchisor has the absolute right and interest in and to all telephone numbers and directory listings associated with the Marks, and Franchisee hereby authorizes Franchisor to direct the telephone company and all listing agencies to transfer Franchisee's telephone numbers and directory listings to Franchisor or to any other person and location that Franchisor directs, if this Agreement expires or is terminated. The telephone company and all listing agencies may accept this Agreement as evidence of the exclusive rights of Franchisor to such telephone numbers and directory listings and this Agreement will constitute the authority from Franchisee for the telephone company and listing agency to transfer all such telephone numbers and directory listings to Franchisor. This Agreement will constitute a release of the telephone company and listing agencies by Franchisee from any and all claims, actions and damages that Franchisee may at any time have the right to allege against them in connection with this Section. Franchisee agrees to execute such other documents as Franchisor may require to complete the transfer of the telephone numbers as contemplated herein.
12. Strictly comply with the post-termination/post-expiration covenants not to compete set forth in this Agreement.
13. Continue to abide by those restrictions pertaining to the use of Franchisor's Confidential Information, trade secrets and know-how set forth in this Agreement.
14. Immediately refrain from engaging in any contacts with customers or potential customers. Upon termination or expiration of this Agreement, Franchisee acknowledges and agrees that all customers shall thereafter belong to Franchisor or its assign.
15. Immediately surrender to Franchisor all computer software, data storage disks or tapes used in the operation of the franchised Boutique, printouts, and other information pertaining to computer operations, codes, procedures and programming. Franchisee agrees not to destroy, damage, hide or take any steps to prevent Franchisor from obtaining any information which Franchisee had Boutiqued in the computer system of the franchised Boutique. Franchisee agrees not to retain any printouts, disks or tapes containing any of the programs or data Boutiqued in the computer system.
16. If Franchisor elects not to assume possession of the Boutique, then promptly upon termination or expiration, Franchisee agrees to perform all reasonable redecoration and remodeling of the Boutique as Franchisor considers necessary in its reasonable judgment to distinguish the Boutique from a Crossing the Jordan™ Boutique.

B. The expiration or termination of this Agreement will be without prejudice to Franchisor's rights against Franchisee, and will not relieve Franchisee of any of its obligations to Franchisor at the time of expiration or termination, or terminate Franchisee's obligations which by their nature survive the expiration or termination of this Agreement.

17.2 Liquidated Damages

If Franchisor terminates this Agreement as a result of Franchisee's default, or Franchisee terminates this Agreement without cause prior to its expiration date, then Franchisee shall pay to Franchisor liquidated damages on or before thirty (30) days following the termination. The amount of liquidated damages will be

equal to the Royalty Fees and Marketing Fund Fees that Franchisor would have received for three (3) years based on Franchisee's most recent annual Gross Revenues. If Franchisee's Crossing the Jordan™ Boutique has not been open for one (1) year immediately preceding termination, the liquidated damages will be calculated by taking the number that is the monthly average of Royalty Fees and Marketing Fund Fees payable to Franchisor from the date Franchisee's Crossing the Jordan™ Boutique was opened through the date of termination and multiplying it by thirty-six (36). If the time remaining in the Franchise Agreement is less than thirty-six (36) months, the monthly average as calculated above will be multiplied by the number of months remaining in the Term of this Agreement.

ARTICLE 18: WAIVER AND DELAY

No waiver or delay in either party's enforcement of any breach of any term, covenant or condition of this Agreement will be construed as a waiver by that party of any preceding or succeeding breach, or any other term, covenant or condition of this Agreement. Without limiting any of the foregoing, the acceptance of any payment specified to be paid by Franchisee under this Agreement will not be, nor be construed to be, a waiver of any breach of any term, covenant or condition of this Agreement.

ARTICLE 19: FRANCHISOR'S WITHHOLDING OF CONSENT FRANCHISEE'S EXCLUSIVE REMEDY

In no event may Franchisee make any claim for money damages based on any claim or assertion that Franchisor has unreasonably withheld or delayed any consent or approval to a proposed act by Franchisee under the terms of this Franchise Agreement. Franchisee waives any such claim for damages. Franchisee may not claim any such damages by way of setoff, counterclaim or defense. Franchisee's sole remedy for the claim will be an action or proceeding to enforce the Agreement provisions, for specific performance or for declaratory judgment.

ARTICLE 20: INTEGRATION OF AGREEMENT

This Agreement and all ancillary agreements executed contemporaneously with this Agreement, constitute the entire agreement between the parties with reference to the subject matter of this Agreement and supersede any and all prior negotiations, understandings, representations and agreements. Franchisee acknowledges that it is entering into this Agreement, and all ancillary agreements executed contemporaneously with this Agreement, as a result of its own independent investigation of the franchised Boutique and not as a result of any representations about Franchisor made by its shareholders, officers, directors, employees, agents, independent contractors or other Crossing the Jordan™ franchisees which are contrary to the terms set forth in this Agreement or of any offering circular, prospectus, disclosure document or other similar document required or permitted to be given to Franchisee pursuant to applicable law.

This Agreement may not be amended orally, but may be amended only by a written instrument signed by the parties. Franchisee expressly acknowledges that no oral promises or declarations were made to it and that the obligations of Franchisor are confined exclusively to the terms in this Agreement; provided however that, nothing in this or any related agreement is intended to disclaim the representations Franchisor made in the franchise disclosure document that we furnished to you. Franchisee understands and assumes the business risks inherent in this enterprise.

This provision shall not serve to waive reliance on any representation made by Franchisor in the disclosure document or in its exhibits or amendments. Neither shall it serve to disclaim liability for statements authorized by Franchisor in its disclosure document.

ARTICLE 21: NOTICES

Any notice required or permitted to be given under this Agreement shall be in writing; shall be delivered to the other party personally, by certified mail (and return receipt requested, postage prepaid), by overnight mail, by e-mail (where allowed by law), or by facsimile transmission; and, will be effective on the date that delivery is documented to have been first attempted. Any notice to Franchisor shall be addressed to Franchisor at:

CROSSING THE JORDAN FRANCHISE CORPORATION

Attn: Dana Bryant

501 4th Street

Santa Rosa, CA 95401

Notice to Franchisee shall be addressed to Franchisee at:

Either party to this Agreement may, in writing, on ten (10) days notice, inform the other of a new or changed address or addressee(s) to which notices under this Agreement should be sent.

ARTICLE 22: MISCELLANEOUS

22.1 Construction and Interpretation; Further Acts

The titles and subtitles of the various articles and sections of this Agreement are inserted for convenience and will not affect the meaning or construction of any of the terms, provisions, covenants and conditions of this Agreement.

The language of this Agreement will in all cases be construed simply according to its fair and plain meaning and not strictly for or against Franchisor or Franchisee.

It is agreed that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision will have the meaning which renders it valid.

Since the words "Franchisor" and "Franchisee" in this Agreement may be applicable to one or more parties, the singular will include the plural, and the masculine will include the feminine and neuter. If more than one party or person is referred to as "Franchisee" under this Agreement, then their obligations and liabilities under this Agreement will be joint and several.

The parties agree to execute all other documents and perform all further acts necessary or desirable to carry out the purposes of this Agreement.

22.2 Severability

Nothing contained in this Agreement may be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter will prevail, but the affected provision of this Agreement will be curtailed and limited only to the extent necessary to bring it within the requirement of the law. If any article, section, sentence or clause of this Agreement is held to be indefinite, invalid or otherwise unenforceable, the entire Agreement will not fail for this reason, and the balance of the Agreement will continue in full force and effect. If any court of competent jurisdiction deems any provision of this Agreement (other than for the payment of money) unreasonable, the court may declare a reasonable modification of this Agreement and this Agreement will be valid and enforceable, and the parties agree to be bound by and perform this Agreement as so modified.

ARTICLE 23: COSTS OF ENFORCEMENT; ATTORNEYS' FEES; GOVERNING LAW; VENUE; MEDIATION

23.1 Costs of Enforcement

Franchisor will be entitled to recover from Franchisee reasonable attorneys' fees, experts' fees, court costs and all other expenses of litigation in any action instituted against Franchisee to secure or protect Franchisor's rights under this Agreement, or to enforce the terms of this Agreement.

23.2 Attorneys' Fees

If Franchisor becomes a party to any action or proceeding concerning this Agreement, the franchised Boutique, or the Boutique due to any act or omission of Franchisee or its authorized representatives and not to any act or omission of Franchisor or its authorized representatives, or if Franchisor becomes a party to any litigation or any insolvency proceedings pursuant to the bankruptcy code or any adversary proceeding in conjunction with an insolvency proceeding with respect to Franchisee or the franchised Boutique, then Franchisee will be liable to Franchisor for the reasonable attorneys' fees, experts' fees and court costs incurred by Franchisor in the action or proceeding, regardless of whether the action or proceeding proceeds to judgment. In addition, Franchisor will be entitled to add all costs of collection, interest, attorneys' fees and experts' fees to its proof of claim in any insolvency proceedings filed by Franchisee.

23.3 Governing Law

This Agreement; all relations between the parties; and, any and all disputes between the parties, whether sounding in contract, tort, or otherwise, is to be exclusively construed in accordance with and/or governed by (as applicable) the law of the State of Delaware without recourse to Delaware choice of law or conflicts of law principles. Nothing in this Section is intended to invoke the application of any franchise or similar law, rule or regulation of the State of Delaware or any other state, which would not otherwise apply.

23.4 Venue

Any litigation arising out of or related to this Agreement; any breach of this Agreement; the relations between the parties; and, any and all disputes between the parties, whether sounding in contract, tort, or otherwise, will be instituted exclusively in a court of competent jurisdiction in Kent County, Delaware.

23.5 Waiver of Jury Trial/Class Action

All parties hereby waive any and all rights to a trial by jury in connection with the enforcement or interpretation by judicial process of any provision of this Agreement, and in connection with allegations of state or federal statutory violations, fraud, misrepresentation or similar causes of action or any legal action initiated for the recovery of damages for any claims arising out of this Agreement, whether now existing or arising in the future.

The parties agree that any litigation arising out of a dispute relating to this Agreement is only a matter between Franchisor and Franchisee and no other franchisees, multi-unit developers, or area developers. Franchisee agrees not to join or attempt to join other franchisees, area developers, or other third parties in any arbitration or litigation proceeding and to refrain from participating in any "class action" litigation or arbitration proposed or asserted by one or more other franchisees.

23.6 Punitive Damages

In no event will Franchisor be liable to Franchisee for punitive, special, or exemplary damages in any action arising out of or relating to this Agreement, or any breach, termination, cancellation or non-renewal of this Agreement. In any action arising out of or relating to this Agreement, or any breach, termination, cancellation or non-renewal of this Agreement, Franchisee shall be limited to recovering its actual damages only.

23.7 Mediation

In the event of any dispute, other than disputes that are the subject of Franchisee's default pursuant to Section 16.1 or Section 16.2, either party has the option of initiating a mediation proceeding by submitting a written request for mediation to American Arbitration Association according to its procedures, or any other mediation service mutually agreed to by the parties according to such mediator's procedures. The mediation process shall begin promptly and shall be concluded within ten (10) business days after the day the request for mediation is made, unless the parties mutually otherwise agree. Any and all discussions, negotiations, findings or other statements by the mediator and/or the parties made in connection with the mediation shall be privileged and confidential and shall not be admissible into evidence in any litigation. All mediation proceedings shall take

place in the county and state where Franchisor has its principal place of business. The expenses of the mediation service shall be borne equally by both parties, and all other expenses relating to such mediation shall be borne by the party incurring them. The commencement of any dispute resolution procedure shall not act to prevent Franchisor from instituting or proceeding with any action which may be the subject of the dispute

ARTICLE 24: SURVIVAL

Any provision of this Agreement which imposes an obligation following the termination or expiration of this Agreement will survive the termination or expiration and will continue to be binding upon the parties to this Agreement. This Agreement will be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

ARTICLE 25: ACKNOWLEDGMENTS

FRANCHISEE ACKNOWLEDGES, WARRANTS AND REPRESENTS TO FRANCHISOR THAT: NO REPRESENTATION HAS BEEN MADE BY FRANCHISOR (OR ANY EMPLOYEE, AGENT OR SALESPERSON OF FRANCHISOR) AND RELIED ON BY FRANCHISEE AS TO THE FUTURE OR PAST INCOME, EXPENSES, SALES VOLUME OR POTENTIAL PROFITABILITY, EARNINGS OR INCOME OF THE FRANCHISED CENTER, OR ANY OTHER Crossing the Jordan™ BOUTIQUE.

Initials: _____

NO REPRESENTATION OR STATEMENT HAS BEEN MADE BY FRANCHISOR (OR ANY EMPLOYEE, AGENT OR SALESPERSON OF FRANCHISOR) AND RELIED ON BY FRANCHISEE REGARDING THE ANTICIPATED INCOME, EARNINGS AND GROWTH OF FRANCHISOR OR THE Crossing the Jordan™ SYSTEM, OR THE VIABILITY OF THE BUSINESS OPPORTUNITY BEING OFFERED UNDER THIS AGREEMENT.

Initials: _____

BEFORE EXECUTING THIS AGREEMENT, FRANCHISEE HAS HAD THE OPPORTUNITY TO CONTACT ALL EXISTING FRANCHISEES OF FRANCHISOR.

Initials: _____

FRANCHISEE HAS HAD THE OPPORTUNITY TO INDEPENDENTLY INVESTIGATE, ANALYZE AND CONSTRUE BOTH THE BUSINESS OPPORTUNITY BEING OFFERED UNDER THIS AGREEMENT, AND THE TERMS AND PROVISIONS OF THIS AGREEMENT, USING THE SERVICES OF LEGAL COUNSEL, ACCOUNTANTS OR OTHER ADVISERS (IF FRANCHISEE SO ELECTS) OF ITS OWN CHOOSING. FRANCHISEE HAS BEEN ADVISED TO CONSULT WITH ITS OWN ADVISERS WITH RESPECT TO THE LEGAL, FINANCIAL AND OTHER ASPECTS OF THIS AGREEMENT, THE FRANCHISED CENTER BUSINESS, AND THE PROSPECTS FOR THAT CENTER BUSINESS. FRANCHISEE HAS EITHER CONSULTED WITH THESE ADVISORS OR HAS DELIBERATELY DECLINED TO DO SO.

Initials: _____

FRANCHISEE HAS RECEIVED FROM FRANCHISOR A COPY OF FRANCHISOR'S FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE, AT LEAST FOURTEEN CALENDAR DAYS BEFORE THE EXECUTION OF THIS AGREEMENT OR AT LEAST FOURTEEN CALENDAR DAYS BEFORE THE PAYMENT BY FRANCHISEE TO FRANCHISOR OF ANY CONSIDERATION IN CONNECTION WITH THE SALE OR PROPOSED SALE OF THE FRANCHISE GRANTED BY THIS AGREEMENT.

Initials: _____

NO REPRESENTATION OR STATEMENT HAS BEEN MADE BY FRANCHISOR (OR ANY EMPLOYEE, AGENT OR SALESPERSON OF FRANCHISOR) AND RELIED ON BY

FRANCHISEE REGARDING FRANCHISEE'S ABILITY TO PROCURE ANY REQUIRED LICENSE OR PERMIT THAT MAY BE NECESSARY TO THE OFFERING OF ONE OR MORE OF THE SERVICES CONTEMPLATED TO BE OFFERED BY THE FRANCHISED BOUTIQUE.

Initials _____

THE COVENANTS NOT TO COMPETE SET FORTH IN THIS AGREEMENT ARE FAIR AND REASONABLE, AND WILL NOT IMPOSE ANY UNDUE HARDSHIP ON FRANCHISEE, SINCE FRANCHISEE HAS OTHER CONSIDERABLE SKILLS, EXPERIENCE AND EDUCATION WHICH AFFORD FRANCHISEE THE OPPORTUNITY TO DERIVE INCOME FROM OTHER ENDEAVORS.

Initials _____

FRANCHISEE AFFIRMS THAT ALL INFORMATION SET FORTH IN ALL APPLICATIONS, FINANCIAL STATEMENTS AND SUBMISSIONS TO FRANCHISOR IS TRUE, COMPLETE AND ACCURATE IN ALL RESPECTS, AND FRANCHISEE EXPRESSLY ACKNOWLEDGES THAT FRANCHISOR IS RELYING ON THE TRUTHFULNESS, COMPLETENESS AND ACCURACY OF THIS INFORMATION.

Initials: _____

***Such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Illinois Franchise Disclosure Act or under the Maryland Franchise Registration and Disclosure Law.**

ARTICLE 26: SUBMISSION OF AGREEMENT

The submission of this Agreement does not constitute an offer. This Agreement will become effective only upon the execution of this Agreement by Franchisor and Franchisee. The date of execution by Franchisor will be considered the date of execution of this Agreement.

THIS AGREEMENT WILL NOT BE BINDING ON FRANCHISOR UNLESS AND UNTIL IT HAS BEEN ACCEPTED AND SIGNED BY AN AUTHORIZED OFFICER OF FRANCHISOR.

FRANCHISEE ACKNOWLEDGES THAT NO REPRESENTATIONS OR PROMISES WERE MADE TO IT OTHER THAN THOSE SET FORTH IN FRANCHISOR'S DISCLOSURE DOCUMENT, AND THAT IF ANY OTHER REPRESENTATIONS OR PROMISES WERE MADE TO FRANCHISEE, FRANCHISEE IS NOT RELYING ON THEM.

FRANCHISEE HAS READ ALL OF THE FOREGOING AGREEMENT AND ACCEPTS AND AGREES TO EACH AND ALL OF THE PROVISIONS, COVENANTS AND CONDITIONS OF THE FOREGOING AGREEMENT.

INTENDING TO BE LEGALLY BOUND, the parties have executed and delivered this Agreement to be effective as of the Effective Date, regardless of the dates listed below.

FRANCHISOR:
CROSSING THE JORDAN FRANCHISE
CORPORATION, a Delaware corporation

FRANCHISEE:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

OWNERSHIP ADDENDUM TO FRANCHISE AGREEMENT

1. If Franchisee is a corporation, limited liability company or partnership, set forth below are the names and addresses of each shareholder, member or partner in Franchisee:

NAME	ADDRESS	NUMBER OF SHARES OR PERCENT INTEREST

2. Franchisee shall notify Franchisor in writing within ten (10) days of any change in the information set forth above.

3. Franchisee promptly shall provide such additional information as Franchisor may from time to time request concerning all persons who may have any direct or indirect financial interest in Franchisee.

4. Franchisee shall cause all of its current and future shareholders, members and partners to execute Franchisor's standard form of Guaranty.

This Addendum is effective as of this _____ day of _____, 20____.

FRANCHISEE:

By: _____

Printed Name: _____

Title: _____

Date: _____

**EXHIBIT A TO FRANCHISE AGREEMENT
FRANCHISED TERRITORY; CENTER LOCATION**

Location:

The Location as defined in Section 1.1 of the Franchise Agreement is:

Protected Territory:

The Protected Territory as defined in Section 1.2 of the Franchise Agreement is:

INTENDING TO BE LEGALLY BOUND, the parties have executed and delivered this Agreement to be effective as of the Effective Date, regardless of the dates listed below.

FRANCHISOR:
CROSSING THE JORDAN FRANCHISE
CORPORATION, a Delaware corporation

FRANCHISEE:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT B
PRINCIPAL OWNERS GUARANTY

In consideration of the execution by CROSSING THE JORDAN FRANCHISE CORPORATION ("**Franchisor**") of the Crossing the Jordan™ Franchise Agreement (the "**Franchise Agreement**"), dated the _____ day of _____, 20____ between Franchisor and _____ (**Franchisee**"), and for other good and valuable consideration, including Franchisor's execution of or consent to the transfer of the Franchise Agreement, each of the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby absolutely and unconditionally guarantee the payment of all amounts and the performance of all of the covenants, terms, conditions, agreements and undertakings contained and set forth in said Franchise Agreement and in any other agreement(s) by and between Franchisee and Franchisor.

If more than one (1) person has executed this Guarantee, the term "the undersigned", as used herein, shall refer to each such person, and the liability of each of the undersigned hereunder shall be joint and several and primary as sureties.

The undersigned, individually and jointly, hereby agree to be personally bound by each and every covenant, term, condition, agreement and undertaking contained and set forth in said Franchise Agreement and any other agreement(s) by and between Franchisee and Franchisor, and agree that this Guarantee shall be construed as though the undersigned and each of them executed agreement(s) containing the identical terms and conditions of the Franchise Agreement and any other agreement(s) by and between Franchisee and Franchisor.

The undersigned hereby agree, furthermore, that without the consent of or notice to any of the undersigned and without affecting any of the obligations of the undersigned hereunder:

(a) any term, covenant or condition of the Franchise Agreement may be amended, compromised, released or otherwise altered by Franchisor and Franchisee, and the undersigned do guarantee and promise to perform all the obligations of Franchisee under the Agreement as so amended, compromised, released or altered; (b) any guarantor of or party to the Franchise Agreement may be released, substituted or added; (c) any right or remedy under the Agreement, this Guarantee or any other instrument or agreement between Franchisor and Franchisee may be exercised, not exercised, impaired, modified, limited, destroyed or suspended; and, (d) Franchisor or any other person may deal in any manner with Franchisee, any of the undersigned, any party to the Franchise Agreement or any other person.

Should Franchisee be in breach or default under the Franchise Agreement or any other agreement(s) by and between Franchisee and Franchisor, Franchisor may proceed directly against any or each of the undersigned without first proceeding against Franchisee and without proceeding against or naming in such suit any other Franchisee, signatory to the Franchise Agreement or any others of the undersigned.

Notice to or demand upon Franchisee or any of the undersigned shall be deemed notice to or demand upon Franchisee and all of the undersigned, and no notice or demand need be made to or upon any or all of the undersigned. The cessation of or release from liability of Franchisee or any of the undersigned shall not relieve any other Guarantors from liability hereunder, under the Franchise Agreement, or under any other agreement(s) between Franchisor and Franchisee, except to the extent that the breach or default has been remedied or moneys owed have been paid.

Any waiver, extension of time or other indulgence granted by Franchisor or its agents, successors or assigns, with respect to the Franchise Agreement or any other agreement(s) by and between Franchisee and Franchisor, shall in no way modify or amend this Guarantee, which shall be continuing, absolute, unconditional and irrevocable.

It is understood and agreed by the undersigned that the provisions, covenants and conditions of this Guarantee shall inure to the benefit of the Franchisor, its successors and assigns. This Guarantee may be assigned by Franchisor voluntarily or by operation of law without reducing or modifying the liability of the undersigned hereunder.

Should any one (1) or more provisions of this Guarantee be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

IN WITNESS WHEREOF, each of the undersigned has executed this Guarantee effective as of the date of the Franchise Agreement.

Date: _____

Signature: _____

Printed Name: _____

Date: _____

Signature: _____

Printed Name: _____

Date: _____

Signature: _____

Printed Name: _____

Date: _____

Signature: _____

Printed Name: _____

Date: _____

Signature: _____

Printed Name: _____

Date: _____

Signature: _____

Printed Name: _____

Date: _____

Signature: _____

Printed Name: _____

EXHIBIT C TO FRANCHISE AGREEMENT
NON-DISCLOSURE AND NON-COMPETITION AGREEMENT

This Non-Disclosure and Non-Competition Agreement ("Agreement") is entered into by the undersigned (the "Disclosee") as of the date written below.

The Company is a Franchisee of Crossing the Jordan Franchise Corporation ("Franchisor"), pursuant to which it has been granted a non-exclusive license to use Franchisor's trademarks and service marks, the business systems identified by such Marks (the "System"), and certain confidential information.

In consideration of the Disclosee's employment by the Company, and as a material inducement for the Company to disclose certain confidential and/or proprietary information to the Disclosee in connection with the business of being a franchisee of Franchisor, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Disclosee agrees to be bound by the following representations, warranties and covenants, to be effective, during and at all times after the Disclosee's employment by or affiliation with the Company:

1. The Disclosee may have received or been given access to, or will receive or be given access to, certain confidential information and trade secrets of Franchisor and/or the Company, all relating to or useful in the Company's business and all labeled, treated as, or otherwise considered by Franchisor and/or the Company as confidential or proprietary information (collectively, the "Confidential Information"). The Confidential Information includes, without limitation, the Franchisor System Standards, Manuals, memoranda, agreements, correspondence, records, plans and reports used or created by the Company or supplied to the Company by Franchisor; know-how; identities of current and prospective customers and suppliers; advertising and marketing techniques; procedures and techniques, and operational and quality assurance procedures.

2. The Disclosee represents, warrants and agrees that the Disclosee will keep any and all of the Confidential Information from being made known or disclosed to any person or entity, except for the exclusive use and benefit of the Company or Franchisor. The Disclosee shall not reproduce, or permit the reproduction, directly or indirectly, of any of the Confidential Information except as required by the Company, or permit the removal of, nor shall the Disclosee remove, any of the Confidential Information from the premises of the Company.

3. The Confidential Information is the exclusive property of Franchisor and/or the Company. Upon request by the Company, and in any event upon termination of the Disclosee's employment or affiliation for whatever reason, the Disclosee shall return to the Company all documents and other material in the Disclosee's possession or under the Disclosee's control which may contain or be derived from Confidential Information, together with all documents, notes, or other work product which is connected with or derived from the Disclosee's employment by, or ownership of, the Company. The Disclosee shall, from time to time as may be requested by the Company, do all things which may be necessary to establish or document the Company's rights of any such work product.

4. The Disclosee shall promptly provide notice to the Company if the Disclosee knows of or suspects the disclosure of any Confidential Information by any person or entity, which disclosure would not be permitted if such person or entity were bound by the terms of this Agreement. Such notice is signed by the Disclosee and shall reasonably describe such unpermitted disclosure.

5. The Disclosee acknowledges and agrees that Franchisor has a legitimate business interest and would be unable to protect its System, trademarks, service marks and its Confidential Information against unauthorized use or disclosure and Franchisor would be irreparably harmed and unable to encourage a free exchange of ideas and information among the franchisees within the Franchisor's franchise system if the Disclosee were permitted to engage in the acts described below. The Disclosee covenants that during the Disclosee's relationship with the Company (as an employee or independent contractor) and for the period of time thereafter listed below, the Disclosee will not:

(a) Disclosee agrees that during the term of its relationship with Company and Franchisor, and for a period of two (2) years immediately following the expiration or termination of Disclosee's relationship with the Company or Franchisor, Disclosee is prohibited from engaging in any Competitive Business (defined

below) as a proprietor, partner, investor, shareholder, director, officer, employee, principal, agent, adviser, or consultant, if the other business is located within twenty-five (25) miles of the perimeter of the Company's Protected Territory under the Franchise Agreement, or any Crossing the Jordan™ Boutique's Protected Territory. For purposes of this Section, "Competitive Business" means any other business which is similar to the business of the Company or Franchisor or which offers or sells any product, service or component which now or in the future is part of the Crossing the Jordan™ System, or any similar product or service.

(b) Disclosee is prohibited from engaging in any Competitive Business as a proprietor, partner, investor, shareholder, director, officer, employee, principal, agent, adviser, or consultant. In addition, Disclosee agrees not to divert any business that should be handled by the Company to any other entity. It is the intention of these provisions to preclude not only direct competition but also all forms of indirect competition, such as consultation for Competitive Businesses, service as an independent contractor for Competitive Businesses, or any assistance or transmission of information of any kind which would be of any material assistance to a competitor. Nothing herein will prevent Disclosee from owning for investment purposes up to an aggregate of five percent (5%) of the capital stock of any Competitive Business, so long as the Competitive Business is a publicly held corporation whose stock is listed and traded on a national or regional stock exchange, and so long as Disclosee does not control the company in question.

(c) Disclosee agrees not to directly or indirectly, solicit or otherwise attempt to induce, by combining or conspiring with, or attempting to do so, or in any other manner influence any employee, officer, director, agent, consultant, representative, supplier, contractor of the Company or Franchisor, and as to Franchisor, also any franchisee, to terminate or modify his or her position with, or to compete against, Company or Franchisor. If Disclosee is a Business Entity, Disclosee agrees to cause its shareholders, members, partners or proprietors, and its directors, officers and employees to refrain from any of the competitive activities described above in any manner which the Company or Franchisor reasonably requests.

(d) in addition to, and not in limitation of other provisions hereof, the Disclosee shall not in any manner interfere with, disturb, disrupt, decrease or otherwise jeopardize the business of Company or Franchisor.

(e) Disclosee agrees that for a period of two (2) years immediately following the expiration or termination of Disclosee's relationship with the Company or Franchisor for any reason, Disclosee will not directly or indirectly engage in any Competitive Business.

(f) Disclosee agrees that for a period of two (2) years immediately following the expiration or termination of Disclosee's relationship with the Company or Franchisor, Disclosee agrees not to directly or indirectly, solicit or otherwise attempt to induce, by combining or conspiring with, or attempting to do so, or in any other manner influence any employee, officer, director, agent, consultant, representative, supplier, contractor of the Company or Franchisor, and as to Franchisor, other franchisees, to terminate or modify his or her position with, or to compete against, the Franchisor. If Disclosee is a Business Entity, Disclosee agrees to cause its shareholders, members, partners or proprietors, and its directors, officers and employees to refrain from any of the competitive activities described above in any manner which Franchisor reasonably requests.

(g) Disclosee agrees that for a period of two (2) years immediately following the expiration or termination of Disclosee's relationship with the Company or Franchisor it shall not solicit any customer of Company, Franchisor or any Crossing the Jordan™ Boutique franchisee;

(h) in addition to, and not in limitation of other provisions hereof, the Disclosee shall not in any manner interfere with, disturb, disrupt, decrease or otherwise jeopardize the business of Company, Franchisor or any Crossing the Jordan™ Boutique franchisee.

(i) If Disclosee is a Business Entity, Disclosee agrees to cause its shareholders, members, partners or proprietors, and its directors, officers and employees to refrain from any of the competitive activities described above in any manner which Company or Franchisor reasonably requests.

6. Disclosee acknowledges and agrees that Company's existing customers belong to the Company and not the Disclosee, and that Disclosee is not entitled to maintain a list of Company's customers. Disclosee further acknowledges and agrees that Company's customer list is a unique and valuable asset of the Company

and Company shall be irreparably harmed if Disclosee were permitted to use Company's customer list for any purpose other than to benefit Company.

7. The existence of any claim or cause of action by the Disclosee against the Company predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company and/or Franchisor of this Agreement. Any failure to object to any conduct in violation of this Agreement shall not be deemed a waiver by the Company or Franchisor. In the event that any court shall finally hold that any other provision stated in this Agreement constitutes an unreasonable restriction upon the Disclosee, the Disclosee hereby expressly agrees that the provisions of this Agreement shall not be rendered void, but shall apply to such other extent as such court may judicially determine or indicate constitutes a reasonable restriction under the circumstances involved. The Disclosee agrees that it shall forthwith comply with any covenant as so modified, which is fully enforceable to the extent permitted by applicable law. The obligations of the Disclosee to Franchisor are in addition to, and not in lieu of, any additional or more restrictive obligations the Disclosee may have to Franchisor in any other agreement.

8. The Disclosee acknowledges and confirms that the restrictions contained herein are fair and reasonable and not the result of overreaching, duress or coercion of any kind. The Disclosee further acknowledges and confirms that his or her full, uninhibited and faithful observance of each of the covenants contained in this Agreement will not cause any undue hardship, financial or otherwise, and that the enforcement of each of the covenants contained in this Agreement will not impair his or her ability to obtain employment commensurate with his or her abilities and on terms fully acceptable to the Disclosee or otherwise to obtain income required for his or her comfortable support and of his or her family, and the satisfaction of the needs of his or her creditors. The Disclosee acknowledges and confirms that his or her special knowledge of the Franchisor/Company's business (and anyone acquiring such knowledge through the Disclosee) is such as would cause the Company and Franchisor serious injury and loss if the Disclosee (or anyone acquiring such knowledge through the Disclosee) were to use such ability and knowledge to the detriment of the Company or Franchisor.

9. In the event the Company should bring any legal action or other proceeding for the enforcement of this Agreement, the time for calculating the term of the restrictions therein shall not include the period of time commencing with the filing of legal action or other proceeding to enforce the terms of this Agreement hereof through the date of final judgment or final resolution, including all appeals, if any, of such legal action or other proceeding.

10. The parties recognize the necessity of the Disclosee's compliance with the terms of this Agreement to Franchisor as the franchisor of the business operated by the Company. Accordingly, the Disclosee agrees and acknowledges that Franchisor is a third party beneficiary of the Disclosee's obligations hereunder and Franchisor is entitled to all rights and remedies conferred upon the Company or Franchisor hereunder, which Franchisor may enforce directly against the Disclosee with or without the consent or joinder of the Company.

11. No modification or waiver of any of the terms of this Agreement are effective unless made in writing and signed by the Disclosee, the Company and Franchisor. All of the terms of this Agreement is binding upon, inure to the benefit of, and be enforceable by the Disclosee, the Company, and Franchisor and their respective legal representatives, heirs, successors and assigns.

12. The Confidential Information is a unique and valuable asset of the Company and Franchisor, and the Company and Franchisor shall be irreparably damaged (and damages at law would be an inadequate remedy) if this Agreement is not specifically enforced. Therefore, in the event of a breach or threatened breach by the Disclosee of this Agreement, the Company and Franchisor shall be entitled to injunctions restraining such breach, without being required to show any actual damage or to post any bond or other security, and/or to a decree for specific performance of this Agreement. The Disclosee irrevocably and unconditionally: (a) agrees that any legal proceeding relating to this Agreement shall be brought in the state courts in Kent County or the District Court of the United States closest to Kent County; (b) consents to the jurisdiction of each such court; and (c) waives any objection which the Disclosee may have to the laying of venue of any proceeding in any of such courts.

13. The Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware.

14. The Company and/or Franchisor shall be entitled to recover from Disclosee all reasonable attorneys' fees, costs, and expenses incurred by or on behalf of the Company and/or Franchisor in matters arising out of or related to the interpretation or enforcement of any provision of this Agreement or any of the Company's or Franchisor's rights hereunder.

15. This Agreement has been carefully reviewed, negotiated, understood and agreed to by all parties hereto. In the event of any ambiguities in this Agreement, any statute or rule of construction that ambiguities are to be resolved against the drafter of the agreement shall not be employed in the interpretation of this Agreement.

16. This Agreement neither creates nor is intended to imply the existence of an employment contract and does not represent a promise or representation of employment or continued employment. Nothing in this Agreement shall change the "at-will" nature of Disclosee's employment relationship with the Company.

Dated: _____

DISCLOSEE:

(Signature)

(Printed Name)

EXHIBIT D TO FRANCHISE AGREEMENT

ELECTRONIC FUNDS TRANSFER

AUTHORIZATION TO HONOR CHARGES DRAWN BY AND PAYABLE TO CROSSING THE JORDAN FRANCHISE CORPORATION ("PAYEE")

The undersigned Depositor hereby authorizes and requests the Depository designated below to honor and to charge to the following designated account, checks, and electronic debits (collectively, "**debits**") drawn on such account which are payable to the above named Payee. It is agreed that Depository's rights with respect to each such debit shall be the same with or without cause and whether intentionally or inadvertently, Depository shall be under no liability whatsoever.

The Depositor agrees with respect to any action taken according to the above authorization:

- (1) To indemnify the Depository and hold it harmless from any loss it may suffer resulting from or in connection with any debit, including, without limitation, execution and issuance of any check, draft or order, whether or not genuine, purporting to be authorized or executed by the Payee and received by the Depository in the regular course of business for the purpose for payment, including any costs or expenses reasonably incurred in connection therewith.
- (2) To indemnify Payee and the Depository for any loss arising in the event that any such debit shall be dishonored, whether with or without cause and whether intentionally or inadvertently.
- (3) To defend at Depositor's own cost and expense any action which might be brought by a depositor or any other persons because of any actions taken by the Depository or Payee under the foregoing request and authorization, or in any manner arising by reason of the Depository's or Payee's participation therein.

Name of Depository: _____

Name of Depositor: _____

Designated Bank Acct.: _____

(Please attach one voided check for the above account)

Boutique Location: _____

Address: _____

Phone #: _____

Fax #: _____

Name of Franchisee/Depositor: _____

By: _____

Signature and Title of Authorized Representative

Date: _____

EXHIBIT E TO FRANCHISE AGREEMENT
SECURITY AGREEMENT

In consideration of the execution by Franchisor of the Crossing the Jordan™ Franchise Agreement (the "**Franchise Agreement**"), dated the ____ day of _____, between CROSSING THE JORDAN FRANCHISE CORPORATION ("**Secured Party**") and _____ ("**Debtor**"), and for other good and valuable consideration, the Parties hereby agree as follows:

1. Background.

Secured Party, as Franchisor, and Debtor, as Franchisee, are parties to the Franchise Agreement pursuant to which, among other things, Debtor is obligated to pay, from time to time, certain sums to Secured Party. In order to induce Secured Party to enter into the Franchise Agreement, Debtor, among other things, is entering into this Security Agreement pursuant to which Debtor's payment and performance of all obligations under the Franchise Agreement are secured on the terms and conditions hereinafter provided for. Capitalized terms, which are defined in the Franchise Agreement, shall have the same meaning herein.

2. Security Interest.

To secure the payment and performance by Debtor of all obligations and liabilities under the Franchise Agreement (such payment and performance of such obligations and liabilities being hereinafter collectively referred to as the "**Obligations**"), Debtor shall and hereby does grant, convey, assign and transfer to Secured Party, a security interest in and to the Franchise Agreement and all signs and other appurtenances and other property, real and personal, bearing any of the Marks used at, located on or affixed to the Crossing the Jordan™ Boutique (the "**Boutique**"), and all equipment, fixtures, furnishings and improvements located at the Boutique, or owned or hereafter acquired by Debtor, and the Gross Revenues (as defined in the Franchise Agreement, of the Boutique (the "**Collateral**").

3. Default.

3.1 Definitions. The term "**Event of Default**," as used herein, shall mean the occurrence and continuation of any one or more of the following events:

(a) Any failure of Debtor to promptly and faithfully pay, observe and perform, when due, any of the Obligations;

(b) If Debtor becomes insolvent, commits an act of bankruptcy, files a voluntary petition in bankruptcy, or an involuntary petition in bankruptcy is filed, or a permanent or temporary receiver or trustee for the Boutique, or all or substantially all of the Debtor's property is appointed by any court and such appointment is not actively opposed through legal action, or Debtor makes an assignment or arrangement for the benefit of creditors, or calls a meeting of creditors, or Debtor makes a written statement to the effect that he, she or it is unable to pay his, her or its debts as they become due, or a levy of execution is made upon Debtor, or an attachment or lien outstanding with respect to the Boutique for thirty (30) days, unless the attachment or lien is being duly contested in good faith by Debtor, and Secured Party is so advised in writing;

(c) If Debtor loses possession or the right of possession of all or a significant part of the Boutique through condemnation or casualty and the Boutique is not relocated or reopened as required by the Franchise Agreement; or

(d) If Debtor is a corporation, partnership, joint venture, or other legal entity, and any action is taken which purports to merge, consolidate, dissolve, or liquidate Debtor without the prior written consent of Secured Party.

3.2 Remedies. Upon the occurrence of an Event of Default, all amounts payable to Secured Party shall become immediately due and payable and Secured Party shall have all the rights and remedies of a secured party under the Uniform Commercial Code as in effect in the state or

states in which the Collateral may be located, including the right to enter upon the Boutique peaceably and remove all Collateral. Secured Party shall give Debtor reasonable notice of the time and place of any public or private sale or other intended disposition of all of any particular Collateral, as the case may be. Debtor agrees that the requirement of reasonable notice shall be met if notice is mailed to Debtor at its address listed in Section 21 of the Franchise Agreement not less than five (5) business days prior to the sale or other disposition. Expenses of retaking, holding, preparing for sale, selling or the like, shall include, without limitation, Secured Party's reasonable attorneys' fees and other legal expenses. Secured Party's rights and remedies, whether pursuant hereto or pursuant to the Uniform Commercial Code or any other statute or rule of law conferring rights similar to those conferred by the Uniform Commercial Code, shall be cumulative and not alternative.

4. Notices.

Any notice, request or other communication to either party by the other as provided for herein shall be given in writing and shall be deemed given on the date the same is: (i) actually received; or (ii) mailed by overnight mail or certified or registered mail, return receipt requested, postage prepaid and addressed to the addresses set forth in Section 21 of the Franchise Agreement. The person and the place to which notices or copies of notices are to be mailed to either party may be changed from time to time by such party by written notice to the other party.

5. Applicable Law.

This Security Agreement shall be governed by and interpreted under the laws of the State of Delaware, without regard to the principles of conflict of laws thereof.

6. Miscellaneous.

6.1 This Security Agreement shall inure to the benefit of, and shall be binding upon the respective successors, assigns and legal representatives of the parties hereto.

6.2 The captions used herein are inserted for reference purposes only and shall not affect the interpretation or meaning of this Security Agreement.

6.3 Debtor hereby authorizes Secured Party, from time to time, to file financing statements in such form as may be necessary to perfect the security interest in the Collateral in any or all pertinent jurisdictions and in this regard, to execute said financing statements for itself (as secured party) and for Debtor (as debtor), as Debtor's agent. Upon Secured Party's request, Debtor shall execute any such financing statement as debtor.

IN WITNESS WHEREOF, the parties hereto have duly signed and executed this Security Agreement as of the day and year first above written.

SECURED PARTY:
CROSSING THE JORDAN FRANCHISE
CORPORATION, a Delaware corporation

DEBTOR:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**EXHIBIT F TO THE FRANCHISE AGREEMENT
ADDENDUM TO LEASE**

This Addendum to Lease, dated _____, 200__, is entered into between _____

(“Landlord”) and

("Tenant").

RECITALS

A. The parties have entered into a Lease Agreement dated _____, 20____, (the "**Lease**") pertaining to the premises located at _____ (the "**Premises**").

B. Landlord acknowledges that Tenant has agreed to operate a Crossing the Jordan™ Boutique at the Premises pursuant to Tenant's Franchise Agreement (the "**Franchise Agreement**") with Crossing the Jordan Franchise Corporation ("**Franchisor**") under the name "Crossing the Jordan™ Boutique" or other name designated by Franchisor (the "**Boutique**").

C. The parties desire to amend the Lease in accordance with the terms and conditions contained in this Addendum to provide Franchisor the opportunity to preserve the Premises as a Crossing the Jordan™ Boutique as provided herein.

AGREEMENT

Landlord and Tenant agree as follows:

1. After the expiration or termination of the Franchise Agreement for any reason, Franchisor shall have the option for thirty (30) days to cure any defaults; at Franchisor's election, either to assume the obligations of and replace Tenant as the lessee under the Lease, or to have another franchisee of Franchisor assume the obligations of and replace Tenant as the lessee under the Lease; and, if Franchisor has assumed the obligations of and replaced Tenant as the lessee under the Lease, to reassign the Lease to another franchisee of Franchisor.

2. The Landlord will furnish to Franchisor written notice specifying any default by the Tenant and the method of curing the default; allow Franchisor thirty (30) days after receipt of the notice to cure the defaults (except that if the default is the non-payment of rent, Franchisor will have only fifteen (15) days from receipt of notice to cure the default); and, allow Franchisor to exercise its option for Franchisor or another franchisee of Franchisor to succeed to Tenant's interest in the Lease.

3. The Landlord will accept Franchisor or another franchisee of Franchisor designated by Franchisor as a substitute tenant under the Lease upon notice from Franchisor that it is exercising its option for Franchisor or another franchisee of Franchisor to succeed to Tenant's interest in the Lease and/or to reassign the Lease to another franchisee of Franchisor following Franchisor's assumption of obligations under the Lease.

4. The Landlord acknowledges that Tenant alone is responsible for all debts, payments and performances under the Lease before Franchisor or another franchisee of Franchisor takes actual possession of the premises and Landlord shall not require Franchisor to satisfy any past-due obligations of Tenant as a condition of assignment to Franchisor.

5. The Lease may not be modified or amended without Franchisor's prior written consent. The Landlord will promptly provide Franchisor with copies of all proposed modifications or amendments and true and correct copies of the executed modifications and amendments.

6. The Landlord may, upon the written request of Franchisor, disclose to Franchisor all reports, information or data in the Landlord's possession (as applicable) with respect to sales made in, upon or from the leased Boutique Premises.

7. Following the expiration or termination of the Franchise Agreement for any reason, Franchisor may enter the premises to remove its Marks and other proprietary property or property containing the Marks.

8. The Landlord agrees that it will not Lease space in the shopping center, building or plaza to another tenant who offers the same or similar services offered by the Crossing the Jordan™ franchise system.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the dates written below.

LANDLORD:

TENANT:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**EXHIBIT C TO THE FRANCHISE DISCLOSURE DOCUMENT
LIST OF CURRENT FRANCHISEES**

LIST OF CURRENT FRANCHISEES AS OF DECEMBER 31, 2017

NONE

**EXHIBIT D TO THE FRANCHISE DISCLOSURE DOCUMENT
LIST OF FORMER FRANCHISEES**

Crossing the Jordan™ Franchisees who had who had Outlet Terminated, Cancelled, Not Renewed, Transferred or Otherwise Voluntarily or Involuntarily Ceased to do Business under a Franchise Agreement through December 31, 2017 or Who has not Communicated with the Franchisor Within 10 Weeks of the Application Date:

NONE

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

EXHIBIT E TO THE FRANCHISE DISCLOSURE DOCUMENT

SAMPLE GENERAL RELEASE

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20__ by and between **CROSSING THE JORDAN FRANCHISE CORPORATION** (the "Franchisor"), and _____, a _____ (hereinafter referred to as "Releasor"), wherein the parties hereto, in exchange for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and in reliance upon the representations, warranties, and comments herein are set forth, do agree as follows:

1. Releasor does for itself, its successors and assigns, hereby release and forever discharge generally the Franchisor and any affiliate, wholly owned or controlled corporation, subsidiary, successor or assign thereof and any shareholder, officer, director, employee, or agent of any of them, from any and all claims, demands, damages, injuries, agreements and contracts, indebtedness, accounts of every kind or nature, whether presently known or unknown, suspected or unsuspected, disclosed or undisclosed, actual or potential, which Releasor may now have, or may hereafter claim to have or to have acquired against them of whatever source or origin, arising out of or related to any and all transactions of any kind or character at any time prior to and including the date hereof, including generally any and all claims at law or in equity, those arising under the common law or state or federal statutes, rules or regulations such as, by way of example only, franchising, securities and anti-trust statutes, rules or regulations, in any way arising out of or connected with that certain Franchise Agreement by and between Franchisor and Releasor, dated _____, and all ancillary documents executed in connection therewith, and further promises never from this day forward, directly or indirectly, to institute, prosecute, commence, join in, or generally attempt to assert or maintain any action thereon against the Franchisor, any affiliate, successor, assign, parent corporation, subsidiary, director, officer, shareholder, employee, agent, executor, administrator, estate, trustee or heir, in any court or tribunal of the United States of America, any state thereof, or any other jurisdiction for any matter or claim arising before execution of this Agreement. In the event Releasor breaches any of the promises covenants, or undertakings made herein by any act or omission, Releasor shall pay, by way of indemnification, all costs and expenses of the Franchisor caused by the act or omission, including reasonable attorneys' fees.

2. Releasor represents and warrants that no portion of any claim, right, demand, obligation, debt, guarantee, or cause of action released hereby has been assigned or transferred by Releasor party to any other party, firm or entity in any manner including, but not limited to, assignment or transfer by subrogation or by operation of law. In the event that any claim, demand or suit shall be made or institute against any released party because of any such purported assignment, transfer or subrogation, the assigning or transferring party agrees to indemnify and hold such released party free and harmless from and against any such claim, demand or suit, including reasonable costs and attorneys' fees incurred in connection therewith. It is further agreed that this indemnification and hold harmless agreement shall not require payment to such claimant as a condition precedent to recovery under this paragraph.

3. Each party acknowledges and warrants that his, her or its execution of this Agreement is free and voluntary.

4. Delaware law shall govern the validity and interpretation of this Agreement, as well as the performance due thereunder, without regard to Delaware's provisions for conflicts of laws. This Agreement is binding upon and inures to the benefit of the respective assigns, successors, heirs and legal representatives of the parties hereto.

5. In the event that any action is filed to interpret any provision of this Agreement, or to enforce any of the terms thereof, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred therein, and said action must be filed in the State of Delaware.

6. This Agreement may be signed in counterparts, each of which shall be binding against the party executing it and considered as the original.

7. Releasor further expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of California or any other state laws, and does so understanding and acknowledging the significance and consequences of such specific waiver of Section 1542. Releasor acknowledges that they are or may be represented by counsel, and acknowledge that they are familiar with the provisions of California Civil Code Section 1542, which provides as follows: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE

RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR. Releasor acknowledges that he/she/or it may later discover claims or facts in addition to or different from those set forth in this release and which, if known or suspected at the time of executing this release, may have materially affected this Agreement. Nonetheless, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of all claims, Releasor expressly acknowledges that this Release is also intended to include in its effect, without limitation, all claims which they do not know or expect to exist in their favor at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such claim or claims. Releasor waives any rights, claims or causes of action that might arise as a result of such different or additional claims or facts. Notwithstanding the governance of this Release by laws of the State of North Carolina, it is the intent of Releasor to waive any right, claim or cause of action as is consistent with the forgoing waiver of Section 1542 of the Civil Code of California.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this agreement effective as of the date first above.

FRANCHISOR:
CROSSING THE JORDAN FRANCHISE
CORPORATION, a Delaware corporation

RELEASOR:

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT G TO FRANCHISE DISCLOSURE DOCUMENT
SYSTEM STANDARDS MANUAL



CROSSING THE JORDAN FRANCHISE SYSTEM STANDARDS MANUAL

209 PAGES

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Appendix: FORMS

EXHIBIT H TO FRANCHISE DISCLOSURE DOCUMENT

**STATE ADDENDA TO DISCLOSURE DOCUMENT AND
FRANCHISE AGREEMENT**

**ADDENDUM TO
CROSSING THE JORDAN FRANCHISE CORPORATION
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF CALIFORNIA**

Preliminary Comment: Each provision of this Appendix to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the California Franchise Investment Law, Cal. Corp. Code §§31000 - 31516, and the California Franchise Relations Act, Cal Bus. & Prof. Code §§2000 - 20043, are met independently without reference to this Addendum to the Franchise Disclosure Document.

1. Item 3 is amended to reflect that:

Neither we nor any person or broker identified in Item 2 of the Franchise Disclosure Document is subject to any current effective order of any national securities association or national securities exchange as defined in the Securities Exchange Act of 1934, U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

2. Item 17 is amended by the addition of the following statements:

California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination or nonrenewal 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 California Corporations Code, Section 31125, requires that we give you a disclosure document, approved by the Department of Corporations, before we solicit a proposed material modification of an existing franchise.

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

The Franchise Agreement requires the application of the laws and forum of Delaware. This provision may be unenforceable under California Law.

The Franchise Agreement requires you to sign a general release of claims if you renew or transfer your franchise. 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 is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). California Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

3. 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 FRANCHISE DISCLOSURE DOCUMENT.

4. OUR WEB SITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF CORPORATIONS. ANY COMPLAINTS CONCERNING THE CONTENT

OF THIS WEB SITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF CORPORATIONS AT www.dba.ca.gov.

5. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business 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.

**ADDENDUM TO
CROSSING THE JORDAN FRANCHISE CORPORATION
FRANCHISE AGREEMENT
FOR THE STATE OF CALIFORNIA**

The Crossing the Jordan Franchise Corporation Franchise Agreement between Crossing the Jordan Franchise Corporation ("Franchisor") and _____ ("Franchisee") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

CALIFORNIA LAW MODIFICATIONS

1. The California Department of Corporations requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. CORP. CODE Section 31000 et. seq., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 et. seq. To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

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

b. The 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.).

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

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

2. Each provision of this State Addendum shall be effective only to the extent that the jurisdictional requirements of the California Business and Professions Code, with respect to each such provision, are met independent of this State Addendum. This State Addendum shall have no force or effect if such jurisdictional requirements are not met.

<Signatures on Following Page>

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this State Addendum, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this State Addendum and be bound thereby. The parties have duly executed and delivered this State Addendum to the Agreement on the date first set forth above.

CROSSING THE JORDAN FRANCHISE
CORPORATION
a Delaware corporation

FRANCHISEE:

By: _____
Name: Dana Bryant
Title: President

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

**ADDENDUM TO
CROSSING THE JORDAN FRANCHISE CORPORATION
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF ILLINOIS**

The following information applies to franchises and franchisees subject to the Illinois Disclosure Act of 1987. Item numbers correspond to those in the main body:

Illinois law governs the franchise agreement.

In conformance with Section 4 of the Illinois Franchise disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisees rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

**ADDENDUM TO
CROSSING THE JORDAN FRANCHISE CORPORATION
FRANCHISE AGREEMENT
FOR THE STATE OF ILLINOIS**

The Crossing the Jordan Franchise Corporation Franchise Agreement between Crossing the Jordan Franchise Corporation ("Franchisor") and _____ ("Franchisee") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

ILLINOIS LAW MODIFICATIONS

Illinois law governs the franchise agreement.

In conformance with Section 4 of the Illinois Franchise disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisees rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Each provision of this State Addendum shall be effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Act, with respect to each such provision, are met independent of this State Addendum. This State Addendum shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this State Addendum, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this State Addendum and be bound thereby. The parties have duly executed and delivered this State Addendum to the Agreement on the date first set forth above.

CROSSING THE JORDAN FRANCHISE
CORPORATION
a Delaware corporation

FRANCHISEE:

By: _____
Name: Dana Bryant
Title: President

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

**ADDENDUM TO
CROSSING THE JORDAN FRANCHISE CORPORATION
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF MARYLAND**

Item 17 of the Franchise Disclosure Document is amended to include the following paragraph:

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.

Item 17 of the Franchise Disclosure Document is amended to include the following sentence:

A provision in the Franchise Agreement that provides for termination on your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

Item 17 of the Franchise Disclosure Document is modified to include the words:

"arising franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law."

Item 17 is amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

**ADDENDUM TO
CROSSING THE JORDAN FRANCHISE CORPORATION
FRANCHISE AGREEMENT
FOR THE STATE OF MARYLAND**

The Crossing the Jordan Franchise Corporation Franchise Agreement between Crossing the Jordan Franchise Corporation ("Franchisor") and _____ ("Franchisee") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

MARYLAND LAW MODIFICATION

1. The Maryland Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Maryland law, including the Maryland Franchise Registration and Disclosure Law, MD CODE ANN., BUS. REG. Sections 14-201 to 14-233 (2010 Repl. Vol. and Supp. 2010) (the "Law"). To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Law.
- b. 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 Registration and Disclosure Law.
- c. Franchisee may bring a lawsuit in Maryland for claims arising under the Law.
- d. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

2. Each provision of this State Addendum shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, with respect to each such provision, are met independent of this State Addendum. This State Addendum shall have no force or effect if such jurisdictional requirements are not met.

<Signatures on Following Page>

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this State Addendum, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this State Addendum and be bound thereby. The parties have duly executed and delivered this State Addendum to the Agreement on the date first set forth above.

CROSSING THE JORDAN FRANCHISE
CORPORATION
a Delaware corporation

By: _____
Name: Dana Bryant
Title: President

Date: _____

FRANCHISEE:

By: _____
Name: _____
Title: _____

Date: _____

**ADDENDUM TO
CROSSING THE JORDAN FRANCHISE CORPORATION
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF MINNESOTA**

Item 13 of the Franchise Disclosure Document is amended to state that we will protect your right to use the trademarks, service marks, trade names, logotypes of other commercial symbols ("Marks") or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the Marks.

The following is added to Item 17 of the Franchise Disclosure Document:

Under Minnesota law and except in certain specified cases, Crossing the Jordan Franchise Corporation must give you 90 days' notice of termination with 60 days to cure. Crossing the Jordan Franchise Corporation also must give you at least 180 days' notice of its intention not to renew a franchise, and sufficient opportunity to recover the fair market value of the franchise as a going concern. To the extent that the Franchise Agreement is inconsistent with the Minnesota law, the Minnesota law will control.

To the extent that any condition, stipulation or provision contained in the Franchise Agreement (including any choice of law provision) purports to bind any person who, at the time of acquiring a franchise is a resident of Minnesota, or, in the case of a partnership or corporation, organized or incorporated under the laws of Minnesota, or purporting to bind a person acquiring any franchise to be operated in Minnesota to waive compliance with the Minnesota Franchises law, such condition, stipulation or provision may be void and unenforceable under the nonwaiver provision of the Minnesota Franchises Law.

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J. prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

Minn. Rule 2860.4400J. prohibits us from requiring you to consent to liquidated damages and prohibits waiver of a jury trial. If the Franchise Agreement contains a provision that is inconsistent with the Minn. Rule, the provisions of the Franchise Agreement will be superseded by the Minn. Rule's requirements and will have no force or effect.

Minn. Rule 2860.4400J. prohibits us from requiring you to assent to a general release. To the extent that the Franchise Agreement requires you to sign a general release as a condition of renewal or transfer, the Franchise Agreement will be considered amended to the extent necessary to comply with Minnesota law.

Minn. Rule 2860.4400J. prohibits us from requiring you to pay a termination fee. To the extent that the Franchise Agreement requires you to pay a termination fee, the provisions of the Franchise Agreement will be superseded by the Minn. Rule's requirements and will have no force or effect.

**ADDENDUM TO
CROSSING THE JORDAN FRANCHISE CORPORATION
FRANCHISE AGREEMENT
FOR THE STATE OF MINNESOTA**

The Crossing the Jordan Franchise Corporation Franchise Agreement between Crossing the Jordan Franchise Corporation ("Franchisor") and _____ ("Franchisee"), dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

MINNESOTA LAW MODIFICATION

- i. The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be amended to be consistent with Minnesota Franchise Act, Minn. Stat. Section 80C.01 et. seq., and the Rules and Regulations promulgated under the Act (collectively the "Franchise Act"). To the extent that the Agreement and/or Franchise Disclosure Document contains provisions that are inconsistent with the following, such provisions are hereby amended:
 - a. The Minnesota Department of Commerce requires that franchisors indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the franchisor's proprietary marks infringes trademark rights of the third party.
 - b. Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 requires, except in certain specified cases, 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. If the Agreement contains a provision that is inconsistent with the Franchise Act, the provisions of the Agreement shall be superseded by the Act's requirements and shall have no force or effect.
 - c. If the Franchisee is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Franchise Act, such release shall exclude claims arising under the Franchise Act, and such acknowledgments shall be void with respect to claims under the Franchise Act.
 - d. If the Agreement requires that it be governed by the law of a State other than the State of Minnesota or arbitration or mediation, those provisions shall not in any way abrogate or reduce any rights of the Franchisee as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.
 - e. Any provision that requires the Franchisee to consent to a claims period that differs from the applicable statute of limitations period under Minn. Stat. 80C.1, Subd. 5, may not be enforceable under Minnesota law.
2. Minn. Stat. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Disclosure Document or Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes Ch. 80C, including your rights to any procedure, forum, or remedies provided for in that law.
3. The Agreement and/or Franchise Disclosure Document is hereby amended to delete all referenced to Liquidated Damages (as defined) in violation of Minnesota law; provided, that no such deletion shall excuse Franchisee from liability for actual or other damages and the formula for Liquidated

Damages in the Agreement and/or Franchise Disclosure Document shall be admissible as evidence of actual damages.

4. To the extent required by Minnesota Law, the Agreement and/or Franchise Disclosure Document is amended to delete all references to a waiver of jury trial.

5. All sections of the Agreement and/or Franchise Disclosure Document referencing Franchisor's right to obtain injunctive relief are hereby amended to refer to Franchisor's right to seek to obtain such relief.

6. Each provision of this State Addendum shall be effective only to the extent that the jurisdictional requirements of Minnesota Law applicable to the provision are met independent of this State Addendum. This State Addendum shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this State Addendum, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this State Addendum and be bound thereby. The parties have duly executed and delivered this State Addendum to the Agreement on the date first set forth above.

CROSSING THE JORDAN FRANCHISE
CORPORATION
a Delaware corporation

FRANCHISEE:

By: _____
Name: Dana Bryant
Title: President

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

**ADDENDUM TO
CROSSING THE JORDAN FRANCHISE CORPORATION
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF NEW YORK**

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, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271. 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 provision 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.

**ADDENDUM TO
CROSSING THE JORDAN FRANCHISE CORPORATION
FRANCHISE AGREEMENT
FOR THE STATE OF NEW YORK**

The Crossing the Jordan Franchise Corporation Franchise Agreement between Crossing the Jordan Franchise Corporation ("Franchisor") and _____ ("Franchisee") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

NEW YORK LAW MODIFICATION

1. The New York Department of Law requires that certain provisions contained in franchise documents be amended to be consistent with New York law, including the General Business Law, Article 33, Sections 680 to 695 (1989). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. Release. If Franchisee is required to execute a release of claims, as provided in Article 2(B) of the Franchise Agreement, or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the General Business Law, regulation, rule or order under the Law, such release shall exclude claims arising under the New York General Business Law, Article 33, Sections 680 to 695 and the regulations promulgated thereunder, and such acknowledgments shall be void. It is the intent of this provision that non-waiver provisions of Sections 687.4 and 687.5 of the General Business Law be satisfied.

b. Governing Law. Article 21(A) of the Franchise Agreement is amended by adding the following sentence at the end of such Article: "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."

c. Termination by Franchisee. Article 9 of the Franchise Agreement is hereby amended to add the following sentence at the end of the Article: "Notwithstanding anything contained in this Article 9 to the contrary, Franchisee may terminate the Franchise Agreement on any grounds available by law."

d. Renewal, Extension, Approval of Transfer. Article 2 and Article 17 are amended by adding the following: "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 provision that the non-waiver provisions of the General business Law sections 687.4 and 687.5 be satisfied."

e. Assignment. Article 17 is amended by adding the following sentence at the end of the Article: "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."

2. Each provision of this State Addendum shall be effective only to the extent that the jurisdictional requirements of New York General Business Law, with respect to each such provision are met independent of this State Addendum. This State Addendum shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this State Addendum, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this State Addendum and be bound thereby. The parties have duly executed and delivered this State Addendum to the Agreement on the date first set forth above.

CROSSING THE JORDAN FRANCHISE
CORPORATION
a Delaware corporation

By: _____
Name: Dana Bryant
Title: President

Date: _____

FRANCHISEE:

By: _____
Name: _____
Title: _____

Date: _____

**ADDENDUM TO
CROSSING THE JORDAN FRANCHISE CORPORATION
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF NORTH DAKOTA**

The North Dakota Securities Commissioner has held the following to be unfair, unjust, or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

- A. Restrictive Covenants: Franchise Disclosure Documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.
- B. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.
- C. Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.
- D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.
- E. Applicable Laws: Franchise agreements which specify that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.
- F. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.
- G. Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.
- H. General Release: Requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

**ADDENDUM TO
CROSSING THE JORDAN FRANCHISE CORPORATION
FRANCHISE AGREEMENT
FOR THE STATE OF NORTH DAKOTA**

The Crossing the Jordan Franchise Corporation Franchise Agreement between Crossing the Jordan Franchise Corporation ("Franchisor") and _____ ("Franchisee") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

NORTH DAKOTA LAW MODIFICATION

1. The North Dakota Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with North Dakota law, including the North Dakota Franchise Investment Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 to 51-19-17 (1995). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. If the Franchisee is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Law, or a rule or order under the Law, such release shall exclude claims arising under the North Dakota Franchise Investment Law, and such acknowledgments shall be void with respect to claims under the Law.

b. Covenants not to compete during the term of and upon termination or expiration of the Agreement are enforceable only under certain conditions according to North Dakota Law. If the Agreement contains a covenant not to compete which is inconsistent with North Dakota Law, the covenant may be unenforceable.

c. If the Agreement requires litigation to be conducted in a forum other than the State of North Dakota, the requirement is void with respect to claims under the North Dakota Franchise Investment Law.

d. If the Agreement requires that it be governed by the law of a state other than the State of North Dakota, to the extent that such law conflicts with North Dakota Law, North Dakota Law will control.

e. If the Agreement requires mediation or arbitration to be conducted in a forum other than the State of North Dakota, the requirement may be unenforceable under the North Dakota Franchise Investment Law. Arbitration involving a franchise purchased in the State of North Dakota must be held either in a location mutually agreed upon prior to the arbitration or if the parties cannot agree on a location, the location will be determined by the arbitrator.

f. If the Agreement requires payment of a termination penalty, the requirement may be unenforceable under the North Dakota Franchise Investment Law.

g. Any provision that provides that the parties waive their right to a jury trial may not be enforceable under North Dakota law.

h. Any provision that provides that Franchisee consent to a waiver of punitive and exemplary damages may not be enforceable under North Dakota law.

i. Any provision that requires Franchisee to consent to a claims period that differs from the applicable statute of limitations period under North Dakota law may not be enforceable under North Dakota law.

2. Each provision of this State Addendum shall be effective only to the extent that the jurisdictional requirements of North Dakota Franchise Investment Law, with respect to each such provision are met independent of this State Addendum. This State Addendum shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this State Addendum, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this State Addendum and be bound thereby. The parties have duly executed and delivered this State Addendum to the Agreement on the date first set forth above.

CROSSING THE JORDAN FRANCHISE
CORPORATION

a. Delaware corporation

FRANCHISEE:

By: _____

Name: Dana Bryant

Title: President

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

**ADDENDUM TO
CROSSING THE JORDAN FRANCHISE CORPORATION
FRANCHISE AGREEMENT
FOR THE STATE OF RHODE ISLAND**

The Crossing the Jordan Franchise Corporation Franchise Agreement between Crossing the Jordan Franchise Corporation ("Franchisor") and _____ ("Franchisee") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

RHODE ISLAND LAW MODIFICATIONS

1. The Rhode Island Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Rhode Island law, including the Franchise Investment Act, R.I. Gen. Law Tit. 19 Ch. 28.1 Sections 19-28.1-1 to 19-28.1-34. To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. If this Agreement requires litigation to be conducted in a forum other than the State of Rhode Island, the requirement is void with respect to any claims brought under Rhode Island Franchise Investment Act Sec. 19-21.1-14.

b. If this Agreement requires that it be governed by a state's law, other than the State of Rhode Island, to the extent that such law conflicts with Rhode Island Franchise Investment Act it is void under Section 19-28.1-14.

c. If Franchisee is required in this Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act, such release shall exclude claims arising under the Rhode Island Franchise Investment Act, and such acknowledgments shall be void with respect to claims under the Act.

2. Each provision of this State Addendum shall be effective only to the extent that the jurisdictional requirements of Rhode Island Franchise Investment Act, with respect to each such provision are met independent of this State Addendum. This State Addendum shall have no force or effect if such jurisdictional requirements are not met.

<Signatures on Following Page>

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this State Addendum, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this State Addendum and be bound thereby. The parties have duly executed and delivered this State Addendum to the Agreement on the date first set forth above.

CROSSING THE JORDAN FRANCHISE
CORPORATION
a Delaware corporation

FRANCHISEE:

By: _____
Name: Dana Bryant
Title: President

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

**ADDENDUM TO
CROSSING THE JORDAN FRANCHISE CORPORATION
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF VIRGINIA**

1. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, Item 17.h. of the Franchise Disclosure Document for Crossing the Jordan Franchise Corporation is supplemented by the following:

“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 ground for default or termination stated in the franchise agreement does 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.”

“Any securities offered or sold by the Investor Franchisee as part of the Crossing the Jordan Franchise Corporation Franchise must either be registered or exempt from registration under Section 13.1-514 of the Virginia Securities Act.”

**ADDENDUM TO
CROSSING THE JORDAN FRANCHISE CORPORATION
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF WASHINGTON**

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraphs at the conclusion of the Item:

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 limitations 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.

**ADDENDUM TO
CROSSING THE JORDAN FRANCHISE CORPORATION
FRANCHISE AGREEMENT
FOR THE STATE OF WASHINGTON**

The Crossing the Jordan Franchise Corporation Franchise Agreement between Crossing the Jordan Franchise Corporation ("Franchisor") and _____ ("Franchisee") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

WASHINGTON LAW MODIFICATIONS

1. The Director of the Washington Department of Financial Institutions requires that certain provisions contained in franchise documents be amended to be consistent with Washington law, including the Washington Franchise Investment Protection Act, WA Rev. Code Section 19.100.010 to 19.100.940 (1994). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. The Washington Franchise Investment Protection Act provides rights to Franchisee concerning non-renewal and termination of the Agreement. If the Agreement contains a provision that is inconsistent with the Act, the Act will control.

b. If Franchisee is required in the Agreement to execute a release of claims, such release shall exclude claims arising under the Washington Franchise Investment Protection Act; except when the release is executed under a negotiated settlement after the Agreement is in effect and where the parties are represented by independent counsel. If there are provisions in the Agreement that unreasonably restrict or limit the statute of limitations period for claims brought under the Act, or other rights or remedies under the Act, those provisions may be unenforceable.

c. If the Agreement requires litigation, arbitration, or mediation to be conducted in a forum other than the State of Washington, the requirement may be unenforceable under Washington law. Arbitration involving a franchise purchased in the State of Washington must either be held in the State of Washington or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

d. If the Agreement requires that it be governed by the law of a state other than the State of Washington and there is a conflict between the law and the Washington Franchise Investment Protection Act, the Washington Franchise Investment Protection Act will control.

2. Each provision of this State Addendum shall be effective only to the extent that the jurisdictional requirements of Washington law, with respect to each such provision are met independent of this State Addendum. This State Addendum shall have no force or effect if such jurisdictional requirements are not met.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this State Addendum, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this State Addendum and be bound thereby. The parties have duly executed and delivered this State Addendum to the Agreement on the date first set forth above.

CROSSING THE JORDAN FRANCHISE
CORPORATION
a Delaware corporation

FRANCHISEE:

By: _____
Name: Dana Bryant
Title: President

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

**ADDENDUM TO
CROSSING THE JORDAN FRANCHISE CORPORATION
FRANCHISE AGREEMENT
FOR THE STATE OF WISCONSIN**

The Crossing the Jordan Franchise Corporation Franchise Agreement between Crossing the Jordan Franchise Corporation ("Franchisor") and _____ ("Franchisee") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

WISCONSIN LAW MODIFICATIONS

1. Notwithstanding anything that may be contained in the body of the Franchise Agreement to the contrary, the Agreement is hereby amended to add the following provision:

For all franchises sold in the State of Wisconsin, the Company will provide Franchisee at least 90 days' prior written notice of termination, cancellation, nonrenewal or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation, nonrenewal or substantial change in competitive circumstances and will provide that Franchisee have 60 days in which to rectify any claimed deficiency. If the deficiency is rectified within 60 days, the notice will be void. These notice requirements shall not apply if the reason for termination, cancellation or nonrenewal is insolvency, the occurrence of an assignment for the benefit of creditors or bankruptcy. If the reason for termination, cancellation, nonrenewal or substantial change in competitive circumstances is nonpayment of sums due under the franchise, Franchisee will be entitled to written notice of such default, and will have not less than 10 days in which to remedy such default from the date of delivery or posting of such notice.

2. Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of this Agreement or a related document between the Company and Franchisee inconsistent with the Law.

3. Each provision of this State Addendum shall be effective only to the extent that the jurisdictional requirements of Washington law, with respect to each such provision are met independent of this State Addendum. This State Addendum shall have no force or effect if such jurisdictional requirements are not met.

<Signatures on Following Page>

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this State Addendum, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this State Addendum and be bound thereby. The parties have duly executed and delivered this State Addendum to the Agreement on the date first set forth above.

CROSSING THE JORDAN FRANCHISE
CORPORATION
a Delaware corporation

FRANCHISEE:

By: _____
Name: Dana Bryant
Title: President

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

EXHIBIT I TO FRANCHISE DISCLOSURE DOCUMENT
NON-DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made and entered into this ____ day of _____, 20____ (the "Effective Date") by and between Crossing the Jordan Franchise Corporation, with an address of 501 4th Street, Santa Rosa, CA 95401 ("Disclosing Party"), and _____, with an address of _____ ("Receiving Party").

RECITALS

- A. WHEREAS, Disclosing Party is the franchisor of the Crossing the Jordan™ franchise system;
- B. WHEREAS, Receiving Party is a prospective franchisee of Disclosing Party and wishes to learn more information about the Crossing the Jordan™ franchise system;
- C. WHEREAS, as part of considering whether to purchase a Crossing the Jordan™ franchise, the Receiving Party may receive access to and review certain trade secrets and confidential information of the Disclosing Party. As a condition to receiving such information, the Receiving Party agrees to treat confidentially such information and any other information which Disclosing Party furnishes to Receiving Party or to which Receiving Party is afforded access.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed that:

TERMS AND CONDITIONS

1. Recitals. The recitals contained herein are true and correct and are incorporated herein by reference.
2. Confidential Information. As used in this Agreement, "Confidential Information" means and includes any and all information, data, documents or materials provided or made available by the Disclosing Party to the Receiving Party, in whatever form (e.g., printed, written, oral, recorded, electronic, etc.) and by whatever mode (e.g., company presentation, slide show, video, film, facility tour, meeting, interview, telephone conference or call, e-mail, provision of documents, etc.) in which it is communicated, recorded or maintained, that contains or otherwise reflects information concerning the Disclosing Party, its affiliates or its business, including but not limited to, its and its affiliates' operations, plans, designs, layouts, specifications, procedures, formulas, programs, technology, markets, services, products, prospects, employees, owners, customers, suppliers, partners, or financial condition. The term "Confidential Information" also includes all manuals of the Disclosing Party, reports, analyses, memos, notes or other information prepared or otherwise obtained by the Receiving Party which are based on or derived from, or which contain or reflect, any Confidential Information, regardless of the form in which such information is communicated, recorded or maintained.

Confidential Information shall not include information otherwise described above that the Receiving Party can establish: (a) is or becomes generally available to or known by the public (other than as a result of a disclosure directly or indirectly by the Receiving Party or any of its employees, agents or advisors); (b) is or becomes available to the Receiving Party or any of its employees, agents or advisors on a non-confidential basis from a source other than the Disclosing Party, provided that such source is not and was not bound by a confidentiality and/or nondisclosure agreement with, or have other similar obligations to, the Disclosing Party; or (c) has been independently acquired or developed by the Receiving Party or any of its employees, agents or advisors without violating any of its obligations under this Agreement.

3. Confidentiality. The Confidential Information shall be held and treated by the Receiving Party in utmost and strictest confidence. The Confidential Information shall not, without the prior written consent of the Disclosing Party, be disclosed by the Receiving Party in any manner whatsoever, in whole or in part. The Confidential Information shall not be used by the Receiving Party other than for the specific purpose of considering whether to purchase a Crossing the Jordan™ franchise. The Receiving Party agrees to restrict circulation of Confidential Information within its own organization to those partners and advisors who need to receive such Confidential Information in order for the Receiving Party to decide whether he or she will purchase a Crossing the Jordan™ franchise. Each partner or advisor of the Receiving Party to whom Confidential Information is disclosed shall be obligated to hold said information in confidence and otherwise to comply with the terms of this Agreement. The Receiving Party shall diligently monitor all access to Confidential Information, and upon

request by the Disclosing Party, the Receiving Party shall promptly furnish a list of individuals with access to the Confidential Information.

In the event that the Receiving Party becomes legally compelled or required to disclose any of the Confidential Information to a third party by order of a court or other authority of competent jurisdiction, the Receiving Party shall provide the Disclosing Party with notice as far in advance as practicable so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement, in the sole discretion of the Disclosing Party. In any event, the Receiving Party will furnish only that portion of the Confidential Information which it is legally required to furnish. The Receiving Party shall immediately advise the Disclosing Party in writing if it learns of any unauthorized use or disclosure of Confidential Information by the Receiving Party, its employees, agents or advisors.

4. Ownership and Return of Information. The parties acknowledge and agree that all Confidential Information disclosed is confidential and proprietary to the Disclosing Party and shall remain the exclusive property of the Disclosing Party. At the request of the Disclosing Party, the Receiving Party shall promptly return or destroy any and all Confidential Information including all copies thereof, on any storage medium whatsoever, in its possession or in the possession of any of its employees, agents or advisors and will not retain any copies or other reproductions in whole or in part of such material.

5. Remedies. The parties acknowledge that unauthorized disclosure or use of the Confidential Information may cause the Disclosing Party irreparable harm and significant injury that may be difficult to ascertain. Accordingly, the parties understand and agree that, in addition to any other rights including the right to damages, the Disclosing Party shall be entitled to equitable relief, including injunction, in the event of any breach of this Agreement. The Receiving Party shall be responsible and held liable for any breach of this Agreement by its employees, agents, contractors or other representatives.

6. Representations. The Receiving Party understands and agrees that the Disclosing Party, nor its affiliates, agents, advisors or representatives: (i) have made or make any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information (or any portion thereof); or (ii) shall have any liability whatsoever to the Receiving Party (or any of its employees, partners, agents, representatives or affiliates) relating to or resulting from any errors in, or omissions from, the Confidential Information, unless otherwise set forth in a separate written agreement between the parties.

7. Survival. The confidentiality provisions of this Agreement shall survive and apply whether or not the Receiving Party purchases a Crossing the Jordan™ franchise and enters into a franchise agreement.

8. Miscellaneous

a. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Notwithstanding the foregoing, the Receiving Party shall not assign its rights or obligations under this Agreement.

b. Non-waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. No waiver of any provisions of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

c. Attorney's Fees, Costs and Expenses. In any action or proceeding to enforce this Agreement, including any appeals or post judgment proceedings, the prevailing party shall be entitled to recover from the other party the reasonable attorneys' fees, court costs, filing fees, publication costs and other expenses incurred by the prevailing party in connection therewith.

d. Venue, Jurisdiction and Governing Law. The Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Delaware. Venue for any litigation involving or relating to this

Agreement shall be Kent County, Delaware. The parties agree to submit to the exclusive jurisdiction of the courts of Kent County, Delaware for any such litigation.

e. Rule of Construction. The terms and conditions set forth in this Agreement are the product of mutual draftsmanship and/or review by the parties hereto, each having the opportunity to be represented by counsel. Any ambiguities in this Agreement or any agreement prepared or to be prepared pursuant to or in connection with this Agreement shall not be construed against any one party because of the draftsmanship. The Agreement shall be interpreted in a neutral fashion consistent with the intent of the parties as stated herein.

f. Notices. Any notice, request, demand, instruction, or other communication to be given to any party to this Agreement, shall be in writing and shall be sent either by: registered or certified mail; hand delivery; by Federal Express or other reputable courier service, and shall be deemed delivered upon receipt of said notice. Unless and until written notice of a change of address is given in writing and received, the addresses as provided in the first paragraph hereof shall be deemed to continue in effect for all purposes. The addresses for the purposes of this section may be changed by giving written notice hereunder.

g. Modification of Agreement and Merger. This Agreement, including any exhibits attached hereto and made part hereof, constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be supplemented, modified or revised in any manner except by a single writing signed by all parties hereto, no additional consideration required. There are no prior or contemporaneous oral promises, representations or agreements not set forth herein inducing entry into this Agreement and all prior negotiations, discussions, statements and representations are merged into this Agreement. The provisions of this paragraph cannot be modified by conduct, oral agreement or written agreement, unless signed by all parties hereto.

h. Authority to Sign. By signing this Agreement, each party represents and warrants to all other parties that its execution of this Agreement is duly authorized in accordance with applicable laws relating to such parties, that this Agreement is fully enforceable according to its terms against such executing party and that the individual executing on any corporation's behalf has the requisite power and authority to do so.

i. Severability. If at any time any provision of this Agreement is deemed to contravene any provision of Local, State or Federal law, said provision shall be deemed amended to conform to such law or be considered null and void. All other provisions of this Agreement shall continue in full force and effect. If any provision of this Agreement is at any time rendered invalid, the enforceability of the remaining portions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

DISCLOSING PARTY:
CROSSING the Jordan FRANCHISE
CORPORATION
a Delaware corporation

RECEIVING PARTY:

By: _____
Name: Dana Bryant
Title: President

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

**EXHIBIT J TO FRANCHISE DISCLOSURE DOCUMENT
RECEIPTS**

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 Crossing the Jordan Franchise Corporation 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 or grant. New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Crossing the Jordan Franchise Corporation 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, DC 20580 and the state agency listed on Exhibit A.

The name, principal business address and telephone number of each franchise seller offering the franchise:

Dana Bryant	501 4th Street	Santa Rosa	CA	95401	(707) 322-5245
Michael Bryant	501 4th Street	Santa Rosa	CA	95401	(707) 540-5124

Issuance date: February 26, 2018

Crossing the Jordan Franchise Corporation authorizes the respective state agencies identified on Exhibit A to receive service of process for it in the particular state.

I received a disclosure document dated February 26, 2018 that included the following Exhibits:

A.	State Agencies/Agents for Service of Process	F.	Financial Statements
B.	Franchise Agreement	G.	System Standards Manual Table of Contents
C.	List of Current Franchisees	H.	State Addenda to Disclosure Document
D.	List of Former Franchisees	I.	Non-Disclosure Agreement
E.	Sample General Release	J.	Receipts

Date: _____
(Do not leave blank)

Signature of Prospective Franchisee

Proposed Location: _____
(city/state)

Print Name: _____

You may return the signed receipt either by signing, dating, and mailing it to Crossing the Jordan Franchise Corporation at 501 4th Street, Santa Rosa, CA 95401, or by emailing a copy of the signed and dated receipt to Crossing the Jordan Franchise Corporation at dana@crossingthejordan.org.

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