

FRANCHISE DISCLOSURE DOCUMENT



Massage Heights Franchising, LLC
a Texas limited liability company
13750 US Hwy 281 North, Suite 230
San Antonio, TX 78232
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www.massageheights.com
www.massageheightsfranchise.com

Massage Heights businesses provide professional therapeutic massage and optional facial services to the general public through membership-based programs, and the sale of related products and services (“MH Business”).

The total investment necessary to begin operation of a franchised MH Business ranges between \$362,240 and \$471,224. This includes between \$136,490 and \$169,974 that must be paid to the franchisor or its affiliates. The total investment necessary to begin operation of a Massage Heights franchised business with the optional facial services ranges between \$374,015 and \$484,356. This includes between \$143,765 and \$178,106 that must be paid to the franchisor or its affiliate(s).

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 a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Suzanne Lozano at 13750 US Hwy 281 North, Suite 230, San Antonio, TX 78232 and 210-402-0777.

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

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

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

Issuance Date: April 26, 2019

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 D** 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 / ARBITRATION / MEDIATION ONLY IN TEXAS. OUT-OF-STATE LITIGATION / ARBITRATION / MEDIATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE/ARBITRATE/MEDIATE WITH US IN TEXAS THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT STATES THAT TEXAS 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 SIGN A DOCUMENT, SUCH AS A GUARANTEE, THAT MAKES YOUR SPOUSE LIABLE FOR YOUR FINANCIAL OBLIGATIONS UNDER THE FRANCHISE AGREEMENT EVEN IF YOUR SPOUSE DOES NOT OWN ANY PART OF THE FRANCHISE BUSINESS. BOTH YOU AND YOUR SPOUSE'S MARTIAL AND PERSONAL ASSETS, INCLUDING YOUR HOUSE, COULD BE LOST IF YOUR FRANCHISE FAILS.
4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

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

Effective Dates: See next page for state effective dates.

STATE EFFECTIVE DATES

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

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

Effective Dates for States Requiring Registration and Notice Filings:

STATE	EFFECTIVE DATE
CALIFORNIA	PENDING
HAWAII	PENDING
ILLINOIS	PENDING
INDIANA	PENDING
MARYLAND	PENDING
MICHIGAN	PENDING
MINNESOTA	PENDING
NEW YORK	PENDING
NORTH DAKOTA	PENDING
RHODE ISLAND	PENDING
SOUTH DAKOTA	NOT REGISTERED
VIRGINIA	PENDING
WASHINGTON	PENDING
WISCONSIN	PENDING

**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.

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

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that the 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 terms 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 six (6) months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type or 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 there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to the Department of Attorney General, State of Michigan, 670 Williams Building, Lansing, Michigan 48913, telephone (517) 373-7117.

THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.

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EXHIBITS:

Exhibit A	Financial Statements
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Exhibit F	Brand Standards Manual Table of Contents
Exhibit G	Contracts for use with the MH Franchise
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APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES REGARDING THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT OR STATE SPECIFIC AMENDMENTS TO THE FRANCHISE AGREEMENT. THESE ADDITIONAL DISCLOSURES OR STATE SPECIFIC AMENDMENTS, IF ANY, APPEAR IN THE STATE ADDENDA AT **EXHIBIT E**.

ITEM 1

THE FRANCHISOR, AND ANY PARENT, PREDECESSORS AND AFFILIATES

To simplify the language in this Franchise Disclosure Document, “**Franchisor**,” “**MH Franchising**,” “**we**,” “**us**,” or “**our**” means Massage Heights Franchising, LLC. “**Franchisee**,” “**you**,” and “**your**,” means the person who licenses the franchise from Massage Heights Franchising, LLC and its owners if you are a business entity.

The Franchisor

MH Franchising (f/k/a Massage Heights Corporate, LLC) is a Texas limited liability company formed on January 10, 2007. On January 10, 2007, MH Franchising acquired all of the assets of Summit Franchise Supply, LLC (f/k/a Massage Heights Franchising, LLC, f/k/a W.S. Evans Enterprises, LP). We operate under the names Massage Heights Franchising and Massage Heights, and no other names. Our principal business address is 13750 US Hwy 281 North, Suite 230, San Antonio, TX 78232. We began offering both MH Business franchises (“**MH Franchises**”) and Massage Heights area representative business franchises in 2007. The area representative business franchise opportunity is offered under a separate Franchise Disclosure Document. An area representative is required to open and operate their own MH Business. In addition, area representatives help us grow our franchise system by soliciting, screening, recruiting, developing, servicing and supporting third party franchisees in their development territory. Area representatives do not have management responsibility relating to the offer and sale of franchises. If you purchase a franchise within an area representative’s territory, the area representative may provide you with certain initial and ongoing support. As of December 31, 2018, we had a total of 128 franchisee-owned and four affiliate-owned MH Businesses and nine area representative franchises. We have not operated, nor do we currently operate, any businesses or franchises like those described in this Franchise Disclosure Document, or in any other line of business.

Our agent for service of process in Texas is Suzanne Lozano at 13750 US Hwy 281 North, Suite 230, San Antonio, TX 78232. Our agents for service of process for other states are identified by state in **Exhibit D**. 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 franchise laws. There may be states in addition to those listed above in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

Predecessors and Affiliates

Our parent company is SWG International, LLC, with its principal place of business at 13750 US Hwy 281 North, Suite 230, San Antonio, Texas 78232.

Our predecessor, W.S. Evans Enterprises, LP, was originally formed as a sole proprietorship on February 1, 2005 and offered membership-based massage franchises. On July 15, 2005, W.S. Evans Enterprises changed its form of entity from a sole proprietorship to a Texas limited partnership. On December 30, 2006, W.S. Evans Enterprises, LP converted to a limited liability company and temporarily changed its name to Massage Heights Franchising, LLC. W.S. Evans Enterprises operated under the name of Massage Heights until January 10, 2007, when it ceased to offer franchises and Massage Heights Corporate, LLC (n/k/a Massage Heights Franchising, LLC) acquired all of W.S. Evans Enterprises’ assets. It later changed its name again to Summit Massage Supply, LLC, and finally on January 28, 2016, it changed its name to Summit Franchise Supply, LLC and is an affiliate of ours. Its principal business address is 11987 Starcrest, San Antonio, TX 78247. We have no other predecessors.

We have seven affiliates, none of which have offered franchises in other lines of business, nor, except for Summit Franchise Supply, LLC as described above, offer or have ever offered franchises similar to the type being offered under this Franchise Disclosure Document:

Name	Principal Business Address
Massage Heights, LP (“ MHLP ”)	13750 US Hwy 281 North, Suite 230, San Antonio, TX 78232
MH TPC, LLC (“ MHTPC ”)	13750 US Hwy 281 North, Suite 230, San Antonio, TX 78232
MH Shavano Park, LLC (“ MHSP ”)	13750 US Hwy 281 North, Suite 230, San Antonio, TX 78232
Hufstetler, Evans, and Franson, LLC (“ HEF ”)	13750 US Hwy 281 North, Suite 230, San Antonio, TX 78232
Massage Heights IP, LLC (“ MHIP ”)	13750 US Hwy 281 North, Suite 230, San Antonio, TX 78232
Summit Franchise Supply, LLC (“ Summit ”)	11987 Starcrest, San Antonio, TX 78247
Elevated Brands, LLC (“ Elevated ”)	13750 US Highway 281 North, Suite 230, San Antonio, TX 78232

MHLP has been operating a MH Business since January 2005. MHTPC has been operating a MH Business since June 2018. MHSP has been operating a MH Business since October 2018. HEF has been operating a MH Business since October 2009. MHIP owns the intellectual property and trademarks for the Massage Heights franchise system and has licensed it to us since July 26, 2005. Summit is the approved supplier of the retreat development package (See Item 5), massage lotions and oils, our “Heights at Home” and “Heights at Work” products and uniforms and has been since January 2007. Elevated is a brand management company that provides franchise brand development services and has done so since February 2016.

The Franchise – MH Business

We offer MH Franchises for the right to operate a MH Business in a designated geographic area (“**Territory**”) under the Massage Heights name, design mark, trade dress and other authorized names and marks (“**Marks**”), using a system of distinct operating procedures, methods, and standards that we have developed (“**System**”), which may be changed or modified by us throughout your ownership of your MH Business. Each MH Business operates a retail location (“**Retreat**”) that must be approved by us and according to the brand standards, specifications, operating procedures, and rules outlined in the System. At a scheduled session date and time, Massage Heights’ massage therapists provide specific treatments, including Swedish massage, deep tissue massage, reflexology and other massage techniques. Massage therapists also administer aromatherapy and our trademarked “**Elevations**” experience, which includes add-on services such as hot stone therapy and foot scrubs. These membership-based therapeutic services provide members and guests with convenient, professional, affordable, resort-quality massage services that help to achieve a balanced and healthy lifestyle in a retreat environment. MH Businesses also offer certain lotions, massage oils, facial products and other branded products to both members and the general public to improve customers’ general well-being. We also offer an optional facial package for MH Businesses to provide specific facial treatments by skin therapists such as face enriching, refining, purifying skin treatments, chemical peels and microdermabrasion and offering certain facial products and other branded products to both members and the general public.

You must operate your MH Business per our standard business operating practices and sign our standard franchise agreement (“**Franchise Agreement**”) which is attached to this Franchise Disclosure Document as **Exhibit B**.

The Market and Competition

While you will offer your products and services to the general public, your target market will be mid-level income to affluent consumers of all ages with a variety of needs. Our services are not seasonal in nature. MH Businesses presently focus on serving the needs of adults in all urban and suburban areas. Your MH Business will compete with other businesses offering therapeutic massage, facials and similar services, such as spas, health retreats, resorts, independents, and other chains and franchises offering similar services. The therapeutic massage and facial services sectors remain competitive and well developed in most markets.

You will also face normal business risks that could have an adverse effect on your MH Business. These include industry developments, such as pricing policies of competitors and supply and demand.

Industry-Specific Regulations

In some states, your MH Business may be required to comply with a variety of laws and regulations, including those related to health clubs, and/or massage therapy and skin care licensing. Some of these laws and regulations may require special certification, licensing and registrations before your MH Business can begin providing massage or optional facial services. Most states require that your Retreat and each massage therapist and esthetician be licensed by the state agency regulating massage therapists and estheticians. You must ensure that only licensed therapists and estheticians perform any services for which a license or specialized training is required in your state.

You must also comply with laws that apply generally to all businesses. It is important that you comply with all laws and regulations in your area and that you become educated regarding massage and skin care services and requirements. You should investigate whether there are any regulations and requirements that may apply in the geographic area in which you are interested in locating your MH Business and you should consider both their effect and the cost of compliance. There may be other federal, state and/or local laws or regulations pertaining to your Retreat with which you must comply. For example, state licensing and certification requirements may apply to persons who perform services for you or at your Retreat and certain states require the purchase of bonds to operate a Retreat that offers prepaid membership services. Health club laws may also regulate other aspects of your MH Business, including your agreements with your customers. You are responsible for obtaining any required bonds. In some jurisdictions, you may be required to have the supervision of a doctor or medical professional.

You are responsible for obtaining all required licenses and permits and ensuring that your employees and others providing products and services to customers on behalf of your MH Business you operate have all required licenses and permits.

You alone are responsible for investigating, understanding, and complying with all applicable laws, regulations, and requirements applicable to you and the MH Franchise you operate, despite any advice or information that we may give you. You should consult with a legal advisor about whether these and/or other requirements apply to your MH Business you operate. Failure to comply with laws and regulations is a material breach of the Franchise Agreement.

ITEM 2 BUSINESS EXPERIENCE

Co-Founder, Chief Executive Officer and Manager: Shane Evans

Since April 2019, Mrs. Evans has served as our Chief Executive Officer in our corporate headquarters in San Antonio, Texas. From January 2007 to June 2014, Mrs. Evans served as Vice President and Chief Operating Officer and from June 2014 to April 2019, Mrs. Evans served as President in San Antonio, Texas. Mrs. Evans has also served as a Manager on our Board of Managers in San Antonio, Texas since January 2007. Additionally, Mrs. Evans has had ownership interests in Massage Heights, LP since January 2005, Hufstetler, Evans, and Franson, LLC since September 2007, AT2, LLC since June 2015, MH TPC, LLC since April 2016, and MH Shavano Park, LLC since August 2018, all located in San Antonio, Texas. These entities operate Massage Heights businesses in Austin, Texas and San Antonio, Texas similar to the type being offered under this Franchise Disclosure Document. Mrs. Evans also has had ownership interest and served on the Board of Managers for TGP Franchising, LLC in San Antonio, Texas since November 2015. Mrs. Evans serves on the Board of Directors of the Massage Heights Family Fund in San Antonio, Texas and has done so since November 2013.

Co-Founder, Executive Vice President and Manager: Wayne Evans

Since March 2008, Mr. Evans has served as our Executive Vice President in our corporate headquarters in San Antonio, Texas. From January 2007 to March 2008, Mr. Evans served as President in San Antonio, Texas. Mr. Evans has also served as a Manager on our Board of Managers in San Antonio, Texas since January 2007, and as the President of Summit Franchise Supply, LLC in San Antonio, Texas from October 2017 to December 2018. Additionally, Mr. Evans has had ownership interests in Massage Heights, LP since January 2005, Hufstetler, Evans, and Franson, LLC since September 2007, AT2, LLC since July 2015, MH TPC, LLC since April 2016, and MH Shavano Park, LLC since August 2018, all located in San Antonio, Texas. These entities operate Massage Heights businesses in Austin, Texas and San Antonio, Texas similar to the type being offered under this Franchise Disclosure Document. Mr. Evans also has had ownership interest in TGP Franchising, LLC in San Antonio, Texas since November 2015.

Manager: Glenn Franson

Since March 2008, Mr. Franson has served as a Manager on our Board of Managers in San Antonio, Texas. Mr. Franson has also served as the Chief Executive Officer of Elevated Brands, LLC in San Antonio, Texas since February 2016. Prior to this, Mr. Franson served as the Chief Executive Officer of Massage Heights Franchising, LLC from March 2008 until March 2016, and as President of Massage Heights Franchising, LLC from March 2008 until June 2014, and as the President of Summit Franchise Supply, LLC from May 2008 until October 2017 and has been serving as President again since December 2018, all located in San Antonio, Texas. Mr. Franson also has had an ownership interest in Hufstetler, Evans, and Franson, LLC since September 2007 and AT2, LLC since June 2015, both located in San Antonio, Texas. These entities operate Massage Heights businesses in Austin, Texas and San Antonio, Texas similar to the type being offered under this Franchise Disclosure Document. Mr. Franson also has had ownership interest and served on the Board of Managers for TGP Franchising, LLC in San Antonio, Texas since November 2015. Mr. Franson has served on the Board of Directors of the Massage Heights Family Fund in San Antonio, Texas since November 2013.

Chairman of the Board of Managers: David Humphrey

Since June 2014, Mr. Humphrey has served as Chairman of our Board of Managers in our corporate headquarters in San Antonio, Texas. Mr. Humphrey has also served as CEO of ECP-PF Holdings Group, Inc. in Orange, Connecticut since April 2015. He also serves as Chief Executive Officer of DTH Capital Ventures, LLC in Arlington, Texas, and has done so since May 2011.

Chief Financial Officer: Cecilia Johnson

Since December 2014, Mrs. Johnson has served as our Chief Financial Officer in our corporate headquarters in San Antonio, Texas. Prior to this, Mrs. Johnson served as Vice President of Finance for Roofing Supply Group, LLC in Dallas, Texas from August 2006 to December 2014. Mrs. Johnson also has had ownership interest in TGP Franchising, LLC in San Antonio, Texas since February 2016.

Vice President of Marketing: Ashley Schuetz

Since January 2019, Mrs. Schuetz has served as our Vice President of Marketing in our corporate headquarters in San Antonio, Texas. Prior to that, from February 2012 until December 2018, Mrs. Schuetz previously served as our Director of Marketing in San Antonio, Texas. Mrs. Schuetz also previously served as Director of Marketing for TGP Franchising, LLC in San Antonio, Texas from October 2016 to December 2018.

Chief Information Officer: Matt Goebel

Since May 2015, Mr. Goebel has served as our Chief Information Officer in our corporate headquarters in San Antonio, Texas. Mr. Goebel has had ownership interest in MH Indy, LLC, which operates Massage Heights businesses in Indianapolis, Indiana similar to the type being offered under this Disclosure Document since December 2017. Mr. Goebel founded LumArc Custom Solutions, a software development company in Indianapolis, Indiana in January 2015. LumArc offers its proprietary workplace-management platform software, Woven, to Massage Heights Businesses. Mr. Goebel has also served as an IT advisor for Sun Tan City in Louisville, Kentucky since August 2010. Mr. Goebel previously served as President of Polleo Systems in Indianapolis, Indiana from January 2012 to December 2014.

Manager: Roy Terracina

Since July 2015, Mr. Terracina has served as a Manager of our Board of Managers in our corporate headquarters in San Antonio, Texas. He also currently serves as Chairman of the Board for Our Lady of the Lake University in San Antonio, Texas and has done so since September 1995; Vice Chair of U.S. Global Investors in San Antonio, Texas since January 1995; Board Member of The Najim Family Foundation in San Antonio, Texas since January 2009; and Board Member of TGP Franchising, LLC in San Antonio, Texas since April 2016, with ownership interest since November 2015. Mr. Terracina has also had ownership interest in AT2, LLC in San Antonio, Texas, which operates Massage Heights businesses similar to the type being offered under this Franchise Disclosure Document in Austin, Texas since June 2017.

ITEM 3 LITIGATION

Concluded Matters

Degam Ventures, LLC, et. al. v. Massage Heights Corporate, LLC (CV-2014-08927) (District Court of Harris County Texas, 129th Judicial District). On or around February 21, 2014, six area representatives (formerly referred to as Area and Regional Developers) filed a lawsuit against Massage Heights Corporate, LLC (n/k/a Massage Heights Franchising, LLC). The lawsuit was filed in response to default letters sent to the claimants regarding their failure to meet sales goals set forth in their regional and area development agreements. The lawsuit conceded the sales goals were not met but contends that was due to MH Franchising's failure to provide the claimants with enough support to meet their goals. The complaint sought, among other things, an order preventing MH Franchising from terminating the area developer and franchise relationships. The petition was dismissed and ordered to mediation in San Antonio,

Bexar County. As of June 2014, all six claimants amicably resolved their differences with us and voluntarily dismissed their legal claims.

Pending Matters

Massage Heights Franchising, LLC vs. Relax Investments, LLC, Steven McFadden, and Trisha McFadden (1-18-0002-7596), Demand for Arbitration (filed July 19, 2018). MH Franchising filed a demand for arbitration in San Antonio, Texas against a regional developer and its two entity members located in Iowa (collectively, “**Respondents**”). MH Franchising seeks a declaratory judgment determining that due to Respondents’ failure to develop their territory pursuant to the agreed upon development schedule, Respondents’ did not qualify for renewal of the regional developer agreement, which therefore expired at the conclusion of the initial term of the agreement. Respondents filed an answer and counterclaim against MH Franchising, asserting violation of Iowa code and breach of contract and/or unjust enrichment. Respondents also seek an order preventing MH Franchising from expiring Respondents’ regional developer agreement. The final hearing date is set for May 31, 2019.

Except as provided above, no litigation information is required to be disclosed in this Item.

ITEM 4 BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5 INITIAL FEES

Initial Franchise Fee

You must pay us an initial franchise fee (“**Initial Franchise Fee**”) of \$49,500 for the first MH Franchise. If multiple MH Franchises are purchased together, we offer a discounted Initial Franchise Fee of \$40,000 for the second and any subsequent MH Franchise. All Initial Franchise Fees are uniform and due at the time of signing each franchise agreement. Additionally, all Initial Franchise Fees are deemed fully earned by us once paid and are non-refundable. The Initial Franchise Fee shall be paid by means of cashier’s check, money order or wire transfer. The Initial Franchise Fee is in consideration of the pre-opening assistance we provide, our lost or deferred opportunity to enter into the Franchise Agreement with others, and offsets some of our expenses for franchisee recruitment. The Initial Franchise Fee shall be deemed to have been fully earned by us and non-refundable when paid.

We participate in the VetFran program. Under this program, active duty military and honorably discharged veterans of the United States armed forces receive a 10% discount on our Initial Franchise Fee.

During our last fiscal year, which ended December 31, 2018, we collected Initial Franchise Fees ranging from \$0 to \$42,000.

Initial Advertising Program

You are required to pay us or our approved supplier \$25,000 when you sign your lease or purchase agreement for your MH Business site which we and/or the approved supplier will use to conduct an initial advertising program (“**Initial Advertising Program**”), and which shall be used by us and/or our approved supplier to market your MH Business prior to your Retreat opening and during the first 30 days after

opening. All of the funds paid by you shall be used to conduct the Initial Advertising Program and are non-refundable. See Item 11 for more information regarding the Initial Advertising Program.

Technology Fee

You are also required to purchase your operations software and other technologies from us or our approved supplier. You must pay us a fee of \$2,150 for the software and other technologies, which includes a \$500 installation fee and three months of \$550 software and other technologies fees, payable upon the signing of the Franchise Agreement. You will be assessed a monthly, ongoing technology fee of \$550 per month (See Item 6) after the initial three months, as stated in the “**Use and License Agreement**” attached to this Franchise Disclosure Document in **Exhibit G**. Together, the initial fees and ongoing monthly fee will be known as the “**Technology Fee**.” The monthly Technology Fee will include point-of-sale (“**POS**”) system, phone, email and network support along with additional software licenses for outbound consumer messaging and electronic forms, and may include future hardware, software, websites, applications and platforms that we may develop and implement in our sole discretion. These fees are non-refundable.

Retreat Development Package

We require franchisees to purchase a “**Retreat Development Package**” of startup items from Summit. This payment is due upon the signing of the lease or purchase agreement for your Retreat. The Retreat Development Package will be delivered to your Retreat at a designated time during the build-out process prior to the opening of your Retreat. The Retreat Development Package typically includes furniture, fixtures, and equipment such as millwork, interior signage, reception seating, display tables, massage tables, massage chairs, initial operational and retail product inventory, massage equipment, and millwork shipping and installation. Shipping, scheduling, and installation will be arranged by Summit. We estimate the cost of the Retreat Development Package to range from \$84,840 to \$93,324, depending on the size of your particular Retreat. You may also be required to pay sales or use tax for the Retreat Development Package. The Retreat Development Package payments are not refundable under any circumstances.

If you choose to include the optional facial services for your MH Business, you will purchase a modified Retreat Development Package, which typically includes additional millwork, initial facial supplies, equipment, and inventory for the two dual-use treatment areas. Additional required operational and retail professional facial products must be purchased from our approved suppliers. We estimate the additional cost you will pay to Summit for a modified Retreat Development Package will range from \$7,275 to \$8,132.

Franchise Fee Deferral

Some states have imposed a fee deferral requirement. Please refer to the Addendum in **Exhibit E** to this Franchise Disclosure Document.

**ITEM 6
OTHER FEES**

Type of Fee⁽¹⁾	Amount	Due Date	Remarks
Royalty ⁽²⁾	6% of Gross Revenues	Payable commencing upon the earlier of your MH Business (i) generating Gross Revenues of \$50,000, or (ii) being open for 6 months after initial opening; due bi-weekly on Wednesdays	The Royalty, once payable, is based on Gross Revenues during the previous two weeks. The Royalty is an ongoing payment that allows you to use the Marks and the other intellectual property of the System and pays for ongoing support and assistance from us.
Brand Fund Contribution ⁽³⁾	3% of Gross Revenues	Same as Royalty	Upon opening your MH Business, you will be required to contribute 3% of your Gross Revenues to the “ Brand Fund. ” This contribution will be used for system-wide promoting and building of the Massage Heights brand. We reserve the right to increase this contribution (See Note 3).
Local Advertisement Payment ⁽⁴⁾	The difference between the amount you spent on local advertising each month and your required minimum local advertising expenditure (the greater of 3% of Gross Revenues or \$1,200 per month)	As incurred	Local advertising requirements are discussed in Item 11. If you fail to meet your Minimum Local Advertising Requirement on local advertising, you must pay us the difference between the amount you spent and the Minimum Local Advertising Requirement, which will be contributed to the Brand Fund.
Local and Regional Advertising Cooperatives ⁽⁵⁾	Established by cooperative members	Established by cooperative members	The cooperative will establish rules approved by us.
Technology Fee	Currently \$550 per month	Due on the 15 th of each month	Payable after initial three months of operation. We may change or update software and you will be required to pay for updates or new software. This monthly fee may increase each year on the anniversary of the execution of the Franchise Agreement. The Technology Fee includes POS system, email, and network support along with additional software licenses for outbound consumer messaging and electronic forms. You are required to sign our Use and License Agreement attached to

Type of Fee ⁽¹⁾	Amount	Due Date	Remarks
			this Franchise Disclosure Document in Exhibit G .
Additional Persons Fee for Initial Program ⁽⁶⁾	\$500 per person per day	As incurred	An Initial Training Program is provided for you (or your Managing Owner if you are an entity), your initial Designated Retreat Director, and your initial Lead Therapist (as defined in Item 7) which must be completed 30 days prior to opening the MH Business or commencing their duties, at no charge, except for covering all attendee's travel, lodging, meals and personal expenses during training. You must pay a \$500 per person per day fee for training each additional person who attends the Initial Training Program.
Additional Training and Assistance Fees	\$500 per person per day plus expenses, including travel, lodging and meals	On demand	If you replace your Designated Retreat Director, Lead Therapist, or if we determine the need for or if you desire additional training or assistance, we may require this fee plus all travel, lodging and meal expenses incurred by our staff.
Relocation Fee	Our costs up to \$5,000	Upon relocation	You must reimburse us for our reasonable expenses if we permit you to relocate your MH Business. We will provide you with copies of our invoices for our expenses from any third-party providers upon request.
License Transfer Fee	25% of the then-current Initial Franchise Fee plus reimbursement of our expenses incurred in approving transfer and preparing related documents	\$1,000 non-refundable deposit at time of transfer application submittal and the remaining balance of fee at time of approved transfer and execution of the new franchise agreement by the transferee	Payable only in connection with the transfer of your MH Business or a transfer of ownership of your legal entity.
Successor Franchise Fee	25% of the then current Initial Franchise Fee	Upon execution of successor franchise agreement	This fee is payable if you qualify for a successor franchise and choose to enter into a successor franchise agreement. This is commonly referred to as a "renewal fee."

Type of Fee ⁽¹⁾	Amount	Due Date	Remarks
Audit Expenses	Cost of audit and inspection, any understated amounts, and any related accounting and legal expenses	On demand	You will be required to pay this if an audit reveals that you understated weekly Gross Revenues by more than 2% for the audited period or if you do not submit the required reports.
Insurance Placement	You must reimburse our costs plus a 20% administrative fee	On demand	If you fail to obtain insurance, we may obtain insurance for you and you must reimburse us for the cost of insurance obtained plus 20% of the premium for an administrative cost of obtaining the insurance.
Indemnification	Will vary under circumstances	As incurred	You must indemnify and reimburse us for any expenses or losses that we or our representatives incur related in any way to your MH Franchise.
Legal Costs, Accounting Fees and Other Professional Fees	Will vary under circumstances	As incurred	You will be required to reimburse us for any legal, accounting or other professional fees that we incur as a result of any breach or termination of your Franchise Agreement. You must reimburse us if we are required to incur any expenses in enforcing our rights against you under the Franchise Agreement.
Late Payment Fee	\$100 per occurrence	As incurred	Payable if any payment due to us or our affiliates is not made by the due date.
Interest	Lesser of 18% per annum or highest commercial contract interest rate allowed by law	As incurred	This fee is charged on any late payments to us or our affiliates, including Royalty fees, advertising contributions, and product purchases. Interest accrues from the original due date until payment is received in full.
Late Reporting Fee	\$100 per occurrence and \$100 per week	As incurred	Payable if you fail to submit any required report, documentation or financial statement when due. You will continue to incur this fee until you submit the required information.
Insufficient Funds Fee	\$100 per incident	As incurred	Payable if any check or electronic funds transfer (“ <u>EFT</u> ”) is not successful due to insufficient funds, stop payment or any similar event.

Type of Fee ⁽¹⁾	Amount	Due Date	Remarks
Payment Service Fees	Up to 4% of total charge	As incurred	If payment is made to us by credit card for any fee required, we may charge a service charge of up to 4% of the total charge.
Supplier and Product Evaluation Fee	Cost of inspection and test of sample (approximately \$100 to \$500 per test)	As incurred	Payable if we inspect a new product or service or a proposed supplier nominated by you.
De-Identification	All amounts incurred by us related to de-identification	As incurred	Payable if we de-identify the MH Business upon its termination, relocation, or expiration.
Management Fee	\$200 per day plus expenses, including travel, lodging, and meals	As incurred	If you default under the Franchise Agreement or the Designated Retreat Director dies or becomes disabled, we can designate a temporary manager to manage your Retreat until you cure the default or find a replacement designated retreat director, which may be you or one of your owners, as applicable.
Promotional Package Fee	Varies depending on merchandise	As incurred	We may put together promotional packages that will include specific holiday promotional materials. We estimate each package to cost less than \$200 but the actual cost will depend on the size of your Retreat and the materials included.
National Franchise Convention Fee	Varies each year (currently \$250 per person)	Annually	Payable to us to help defray the cost of your attendance at the annual convention. This fee is non-refundable and is due even if you do not attend the convention.
Initial Training Extension Fee	\$500	On demand	This fee is due if we are unable to complete initial training in the specified time frame due to your lack of knowledge, failure to attend or other factors in your control.
Customer Issue Resolution	Reasonable costs we incur for responding to a customer complaint, which varies	On invoice	Payable if a customer of a MH Business you operate contacts us with a complaint and we provide a gift card, refund, or other value to the customer as part of our addressing the issue.

Type of Fee ⁽¹⁾	Amount	Due Date	Remarks
Default Fee	\$500 per incident	Same as Royalty	Payable if you are in default of your Franchise Agreement and do not cure the default within the required period. This fee is in addition to any other rights or remedies available to us. This fee is intended to offset the damages that we incur as a result of your default and is not intended as a penalty.
Liquidated Damages ⁽⁷⁾	Will vary under the circumstances	Within 15 days after termination of the Franchise Agreement	Due only if we terminate the Franchise Agreement before the end of the term because of your material breach, or you terminate the Franchise Agreement without legal cause.
Broker Fees	Our actual cost of the brokerage commissions, finder's fees, or similar charges	As incurred	If you transfer your MH Business to a third party or purchaser, you must reimburse all of our actual costs for commissions, finder's fees and similar charges.

Notes:

1. All fees paid to us or our affiliates are uniform and not refundable under any circumstances once paid. Fees paid to vendors or other suppliers may be refundable depending on the vendors and suppliers. We currently require you to pay fees and other amounts due to us or our affiliates via electronic funds transfer (“EFT”) or other similar means. You are required to complete the EFT authorization (in the form attached to this Franchise Disclosure Document in **Exhibit G**). We can require an alternative payment method or payment frequency for any fees or amounts owed to us or our affiliates under the Franchise Agreement. All fees are current as of the Issuance Date of this Franchise Disclosure Document. Certain fees that we have indicated may increase over the term of the Franchise Agreement.
2. **Royalty.** The term “**Gross Revenues**” means the total selling price of all services and products sold at or from or through the MH Business you operate, whether or not sold or performed at or from the MH Business you operate, including the full redemption value of any gift certificate or coupon sold for use at a MH Business (fees retained by or paid to third party sellers of such gift certificates or coupons are not excluded from this calculation), and including all proceeds from any business interruption insurance and all income, revenue and consideration of every other kind and nature related to your MH Business operation, whether for cash or credit and regardless of collection in the case of credit. (See the Franchise Agreement for a complete definition of Gross Revenues). If your records and procedures are insufficient to permit a proper determination of Gross Revenues, we may prepare and deliver an estimate to you of Gross Revenues for the period under consideration. You will immediately pay us any amount shown to be due on account of such estimate.
3. **Brand Fund Contribution.** We reserve the right to increase this contribution up to 6% upon 30 days’ written notice. If we modify the Brand Fund Contribution percentage, your Minimum Local Requirement will be reduced or increased proportionately so that you will not be required to spend more than 6% of your Gross Revenues on the Minimum Local Requirement and Brand Fund Contribution combined. If your Gross Revenues exceed \$1,500,000 during any calendar year and you have not defaulted in your obligation to timely and properly make your Brand Fund Contributions in the calendar year, then you will not be required to make any additional contributions to the Brand Fund for the remainder of the calendar year in which your Gross Revenues exceeded \$1,500,000.

4. **Local Advertising Payment.** We may require you to pay all or any portion of your Minimum Local Requirement to us, our affiliates, or our designated required vendors or suppliers. We currently collect \$670 per month from franchisees for each MH Business to pay for certain social media management services, public relation services, and web landing page optimization services, all of which are provided by our designated required vendors for the benefit of each franchisee's MH Business. We may increase or decrease the amount we collect from franchisees or the purpose for which those amounts are collected, provided that the total amount that we collect from you on an annual basis will not exceed your Minimum Local Requirement for that year. You agree to use all required vendors or suppliers for services that we require.
5. **Local and Regional Advertising Cooperatives.** If a local or regional advertising cooperative is established, contribution amounts will be established by the cooperative members, subject to our approval. We anticipate that each franchisee-owned MH Business and each MH Business we own will have one vote for each MH Business it operates in the designated market. Each MH Business we own that exists within the cooperative's area will contribute to the cooperative on the same basis as franchisees. Members of the cooperative will be responsible for administering the cooperative, including determining the amount of contributions from each member.
6. **Additional Persons Fee for Initial Training Program.** If you would like additional people to attend the Initial Training Program, we will charge \$500 per person per day. You will also need to pay for the cost of travel, room and board, and other personal expenses for each person attending the initial and recurring training programs.
7. **Liquidated Damages.** Liquidated damages are determined by multiplying the combined monthly average of Royalties and Brand Fund contributions (without regard to any fee waivers or other reductions) that are owed by you to us, beginning with the date you open your MH Business through the date of early termination, multiplied by the lesser of: (i) 36, or (ii) the number of months remaining in the term of the Franchise Agreement, except that liquidated damages will not, under any circumstances, be less than \$30,000.

ITEM 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Initial Franchise Fee	\$49,500	\$49,500	Lump Sum	When you sign the Franchise Agreement	Us
Retreat Development Package ⁽¹⁾	\$84,840	\$93,324	Lump Sum	When you sign the Lease or Purchase Agreement	Affiliate
Security Deposit ⁽²⁾	\$3,500	\$6,500	As Agreed	Before Opening	Landlord and / or Utility Companies
3-Months' Lease Rent ⁽³⁾	\$15,000	\$30,000	As Agreed	As Agreed	Landlord
Leasehold Improvements and Professional Design Fees ⁽⁴⁾	\$118,000	\$164,000	As Agreed	Before Opening	Landlord, Construction Contractors, or Third Parties

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Exterior Signage ⁽⁵⁾	\$6,500	\$8,000	As Agreed	Before Opening	Third Parties
Equipment ⁽⁶⁾	\$15,500	\$26,500	As Agreed	Before Opening	Third Parties
Computer Hardware and Technology Fee ⁽⁷⁾	\$9,000	\$13,000	As Agreed	Before Opening	Third Parties, and Us
Business Licenses and Permits ⁽⁸⁾	\$150	\$2,100	As Required	Before Opening	Governmental Agencies
Professional Fees ⁽⁹⁾	\$1,000	\$8,000	As Agreed	Before Opening	Third Parties
Initial Inventory ⁽¹⁰⁾	\$9,250	\$11,800	As Agreed	Before Opening	Third Parties
Insurance ⁽¹¹⁾	\$3,500	\$7,000	As Agreed	Before Opening	Insurer
Initial Training Expenses ⁽¹²⁾	\$1,500	\$1,500	As Incurred	As Incurred	Third Parties
Initial Advertising Program ⁽¹³⁾	\$25,000	\$25,000	As Agreed	When you sign the lease or purchase agreement for your site	Third Parties or Us
Additional Funds- 3-months ⁽¹⁴⁾	\$20,000	\$25,000	As Agreed	As Incurred	Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT ⁽¹⁵⁾	\$362,240	\$471,224			
Additional Expenditures for Optional Facial Services ⁽¹⁶⁾	\$11,775	\$13,132	As Agreed	Before Opening	Third Parties, Affiliate
TOTAL ESTIMATED INITIAL INVESTMENT FOR THE MH BUSINESS WITH THE OPTIONAL FACIAL SERVICES ⁽¹⁵⁾	\$374,015	\$484,356			

Notes:

These projected initial expenses are our best estimate you may incur in establishing and operating a MH Franchise. We do not offer direct or indirect financing for these items. Our estimates are based on our experience, the experience of our affiliates and our current requirements for MH Franchises. The factors underlying our estimates may vary depending on a number of variables, and the actual investment you make in developing and opening your MH Business may be greater or less than the estimates given, depending upon the location of your Retreat and current relevant market conditions. Your costs will also depend on factors such as how well you follow our methods and procedures; your management skills; your business experience and capabilities; local economic conditions; the local market for our products and services; the prevailing wage rates; competition; and sales levels reached during your initial phase of business operations. All expenditures paid to us or our affiliates are uniform and non-refundable under any circumstances once paid. All expenses payable to third parties are non-refundable, except as you may

arrange for utility deposits and other payments. We relied on the experience of our affiliates in operating MH Franchises similar to the type offered under this Franchise Disclosure Document and our franchisees that have been in operation since January 2008 to compile these estimates. You should review these figures with a business advisor before making any decision to license a MH Franchise.

1. **Retreat Development Package.** The Retreat Development Package typically includes furniture, fixtures, and equipment such as millwork, interior signage, seating, retail displays, massage tables, massage chairs, initial operational and retail product inventory, massage equipment, and millwork shipping and installation. See Item 5 for more information regarding the Retreat Development Package.
2. **Security Deposit.** This estimate does not include deposits required by your telecommunications services company or other public utilities company.
3. **3-months Lease Rent.** This estimate includes three months' rent at a monthly rate of approximately \$2.50 per square foot to \$5.00 per square foot. Your actual rent payments may vary, depending upon the size of your Retreat and your market's retail lease rates. Retreats will typically be 2,000 square feet in size. Your actual rent payments may vary, depending upon the size of your Retreat and your market's retail lease rates. Retreats typically are located in shopping malls and strip malls. If you purchase instead of leasing the premises for your Retreat then the purchase price, down payment, interest rates and other financing terms will determine your monthly mortgage payments.
4. **Leasehold Improvements and Professional Design Fees (net of landlord tenant improvement allowance).** Building and construction costs will vary depending upon the pre-existing condition of the premises for the Retreat, the size of the premises, local construction cost and, the extent and quality of improvements desired by you over and above our minimum requirements. This estimate includes tenant improvement allowances ("TIA"), which is a negotiated sum a landlord may be willing to spend to customize the leased space for the needs of a tenant. If offered, the range of the TIA may vary depending upon the condition of the leased space. You should investigate whether TIA are regularly offered in your area. Professional retreat design fees will vary based on the size, structure, layout and may include preliminary layout, construction documents, architectural and engineering plans. Leasehold improvements and professional design fees are based upon TIA of \$35 per square foot to \$45 per square foot for a 2,000 square foot location.
5. **Exterior Signage.** This estimate is for a single exterior sign. The type and size of the signage installed will be based upon the zoning and property use requirements and restrictions. These estimates assume you purchase your exterior signage. There could be an occasion where certain signage is not permitted because of zoning or use restrictions.
6. **Equipment.** This estimate includes a telephone system, sound system, sound masking system appliances, and interior decorative items that are not included in the Retreat Development Package.
7. **Computer Hardware and Technology Fees.** This estimate includes the cost of obtaining the required Technology System, including computer hardware, networking equipment and installation, and our required customized software. It also includes the setup fee and estimate for three months of the Technology Fee (See Items 5, 6, and 11 for more information on these fees).
8. **Business Licenses and Permits.** You must obtain the required licenses and permits that are required by your city, county, and state to operate your MH Business. Certain states may require that you file and post a bond to sell memberships or if you are classified as a health spa. It is your responsibility to verify whether or not your state requires such bond and provide us with the bond documentation.
9. **Professional Fees.** We strongly recommend that you hire a lawyer, accountant or other professional to advise you on this Franchise offering, the lease for your Retreat and to assist you in setting up your MH Business. Rates for professionals can vary significantly based on area and experience.

10. **Initial Inventory.** This estimate includes the beginning inventory for three months. These items include office supplies, opening marketing kit, brochures, flyers, business cards, recruiting materials, gift cards and certificates, stationery, table signs, forms, membership cards, decals, pre-opening and grand opening banners, pens and other marketing materials not included in the grand opening advertising program.
11. **Insurance.** You must obtain and maintain, at your own expense, the insurance coverage we require, and satisfy other insurance-related obligations. Please note that if you have had prior issues or claims from previous operations unrelated to the operation of a MH Business, your rates may be significantly higher than those estimated above. Item 8 contains more information regarding insurance requirements.
12. **Initial Training Expenses.** We currently provide training at our franchising office located in San Antonio, Texas. We also provide training through an online platform. You must pay for airfare, meals, transportation costs, salaries, benefits, lodging and incidental expenses for all Initial Training Program attendees. Initial training is provided at no charge for you (or your Managing Owner (defined in Item 15)), your Designated Retreat Director and one other personnel. You are required to employ a lead therapist at all times who will hire, train and manage all other massage therapists and aestheticians, if applicable, who work at the MH Business (“**Lead Therapist**”). If the Lead Therapist is hired at the time of the Initial Training Program, he or she must attend. If additional, initial training is required, or more people need to be trained, an additional fee may be assessed. This estimate includes the travel and living expenses including airfare that you will incur when you and one other person attend the Initial Training Program for Retreats. It does not include any wages or salary for you or your employees during this training.
13. **Initial Advertising Program.** The Initial Advertising Program will be spent towards generating awareness within the local trade area of the opening of your Retreat and promoting introductory massage, as well as memberships. Money will be allocated to execute an integrated marketing plan which may include promotional introductory offers, direct mail, saturation mail, radio, print advertising, outdoor advertising, public relations, pay per click and remarketing campaigns, digital and social marketing, online business listings, call tracking and events both in-Retreat and off-site including ribbon cutting and grand opening event. These marketing plans will include marketing tactics for both consumer-facing and team member recruitment. Item 11 contains more information regarding the Initial Advertising Program.
14. **Additional Funds – 3 Months.** These amounts represent our estimate of the amount needed to cover your expenses for the initial three-month startup phase of your MH Business. They include payroll, administrative, utilities and other items. These figures do not include standard pre-opening expenses, Royalties, or advertising fees payable under the Franchise Agreement or debt service, and assume that none of your expenses are offset by any sales generated during the startup phase. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting your MH Business. We relied on the experience of our affiliates in operating MH Franchises similar to the type offered under this Franchise Disclosure Document and our franchisees that have been in operation since January 2008 to compile these estimates. You must bear any deviation or escalation in costs from the estimates that we have given. Your costs will depend on factors such as: how well you follow our methods and procedures; your management skills, experience, and business acumen; local economic conditions; the local market for your products and services; the prevailing wage rate; competition; the sales level reached during the startup period; and the size of the Retreat you operate. Additional funds for the operation of the MH Franchise will be required after the first three months of operation if sales produced by the MH Franchise are not sufficient to produce positive cash flow.
15. **Figures May Vary.** These are estimates of your initial startup expenses for one MH Business with and without optional facial services. You should review these figures carefully with a business advisor before making any decision to purchase the Franchise.
16. **Additional Expenditures for Optional Facial Services.** Beginning in 2019, offering our facial services as part of the MH Businesses is optional. Facial services may be offered in dual-use therapy rooms unless local and state regulations require separate rooms. Additional millwork costs included in the modified Retreat Development Package are determined by the number of rooms being designated as dual-use and this estimate range assumes there will be two rooms. Certain facial equipment and supplies included in the modified Retreat Development Package that must be purchased from Summit. This estimate includes the additional items you

will need to incorporate facial services into your MH Business, including the cost for the required operational and retail professional facial products that must be purchased from our approved suppliers. We estimate the cost of the operational and retail professional facial products will range from \$4,500 to \$5,000.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate your MH Business according to our System and specifications. This includes purchasing or leasing all goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, and real estate related to establishing and operating your MH Business under our specifications, which may include purchasing these items from: (1) our designees, (2) approved suppliers, and/or (3) us or our affiliates. You must not deviate from these methods, standards and specifications without our prior written consent, or otherwise operate in any manner which reflects adversely on our Marks or the System.

Standards and Specifications

You must establish and operate your MH Business in compliance with your Franchise Agreement and the brand standards and specifications of the System contained in the confidential brand standards manual (“**Brand Standards Manual**”) loaned to you by us.

The Brand Standards Manual consists of one or more manuals, policies and procedures, and other written materials and may be modified by us periodically. The Brand Standards Manual states our specifications, brand standards, and guidelines for all products and services we require you to obtain in establishing and operating your MH Business and approved vendors for these products and services. We will notify you of new or modified specifications, standards, and guidelines through periodic amendments or supplements to the Brand Standards Manual or through other written communication (including electronic communication such as email or through a system-wide intranet). We will issue electronic copies of our brand standards and specifications in the Brand Standards Manual to you and approved and proposed suppliers, unless these brand standards and specifications contain our confidential information.

You must purchase, install, maintain in sufficient supply and use, only fixtures, furnishings, equipment, signs and supplies that conform to the brand standards and specifications described in the Brand Standards Manual or otherwise in writing. You must at all times maintain an inventory of approved products in sufficient quantities and variety to realize the full potential of your MH Business.

Technology System

You must use the computer hardware and software, including the POS system that we periodically designate to operate your MH Business (“**Technology System**”) further defined in Item 11). You must obtain the Technology System, software licenses, maintenance and support services, collaboration tools, online scheduling/booking services, native phone apps, and other related services from the suppliers we specify (which may be limited to us and our affiliates).

Insurance

You must obtain and maintain the insurance coverage that we require and satisfy other insurance-related obligations. Insurance coverage must include, but is not limited to, (i) comprehensive general liability with limits not less than \$1,000,000 per occurrence (\$2,000,000 in the aggregate); (ii) professional liability with limits of not less than \$1,000,000 per occurrence (\$2,000,000 in the aggregate) per year; (iii) hired and non-owned auto liability with limits not less than \$1,000,000 per occurrence; (iv) owned auto combined single liability in compliance with required state minimum limits but not less than \$100,000; (v) worker’s compensation and employer’s liability equal to or in excess of those required by law; (vi) business

interruption for no less than six (6) months; (vii)) sexual abuse and molestation liability limits not less than \$100,000 per occurrence (\$300,000 in the aggregate); and (viii) employment practices liability limits not less than \$100,000 in the aggregate. The insurance company must be authorized to do business in the state where your MH Business you operate is located and must be approved by us. It must also be rated A-VIII or better by A.M. Best and Company, Inc. or a similar reporting company if such rating is unavailable in your area (or similar criteria as we specify). We may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverage to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, changing economic conditions, or other relevant changes in circumstances. All insurance policies you purchase must name us, including any affiliates we designate as additional named insureds, and provide for 30 days' prior written notice to us of a policy's material modification or cancellation. If you fail to obtain or maintain the insurance we specify, we may, but not be required to, obtain the insurance for you and the Retreat on your behalf (See Item 6). The cost of your premiums will depend on the insurance carrier's charges, terms of payment, and your insurance and payment histories. If we obtain insurance on your behalf, you will be required to reimburse us for the cost of insurance obtained plus 20% of the premium for an administrative cost of obtaining the insurance.

Purchases from Approved Suppliers

We estimate that 75% of purchases required to open your MH Business and 75% of purchases required to operate your MH Business will be from us or from other approved suppliers or under our specifications.

We are currently the only approved supplier of the software that you will use for your MH Business. During our last fiscal year, ended December 31, 2018, our total revenue was \$6,403,320. Our revenue from required purchases by Franchisees was \$839,858 which represents approximately 13% of our total revenue for 2018. These figures also include products and services sold to area representatives for use in their MH Businesses. Because of our accounting practices, we are unable to segregate these figures for area representatives, so we are presenting them using the totals, above.

Our affiliate, Summit, is the only approved supplier for the Retreat Development Package and initial and ongoing equipment and supply purchases. Our parent company, SWG International, LLC also owns 100% equity interest in Summit. During the 2018 fiscal year, Summit's revenue from required purchases by franchisees was \$2,061,840.

We have negotiated price terms and other purchase arrangements with suppliers for you for some items that we require you to lease or purchase in developing and operating your MH Business. During our last fiscal year, ended December 31, 2018, some of our suppliers paid us a rebate, which totaled \$1,335 in 2018.

We do not have purchasing and distribution co-operatives as of the Issuance Date of this Franchise Disclosure Document; however, we may negotiate alternative purchase arrangements with suppliers and distributors of approved products for the benefit of our franchisees and we reserve the right to receive rebates on volume discounts from our purchase of products that we may re-sell to you. We do not provide material benefits, such as renewing or granting additional franchises to franchisees, based on their use of designated or approved suppliers. There are no caps or limitations on the maximum amount of rebates we may receive from our suppliers as the result of franchisee purchases.

Approval of New Suppliers

We will provide you a list of approved suppliers in the Brand Standards Manual which will be updated as necessary. If you want to use or sell a product or service that we have not yet evaluated, or if

you want to purchase or lease a product or service from a supplier or provider that we have not yet approved (for services and products that require supplier approval), you must notify us and submit to us the information, specifications and samples we request. We will use commercially reasonable efforts to notify you within 30 days after receiving all requested information and materials whether you are authorized to purchase or lease the product or service from that supplier or provider. We reserve the right to charge a fee to evaluate the proposed product, service or supplier. We apply the following general criteria in approving a proposed supplier: (1) ability to purchase the product in bulk; (2) quality of services; (3) production and delivery capability; (4) proximity to other Massage Heights franchisees to ensure timely deliveries of the product or services; (5) the dependability of the supplier; and (6) other reasonable factors. The supplier may also be required to sign a supplier agreement with us. We may periodically re-inspect approved suppliers' facilities and products and we reserve the right to revoke our approval of any supplier, product or service that does not continue to meet our specifications. We will send written notice of any revocation of an approved supplier, product or service. We do not provide material benefits to you based solely on your use of designated or approved sources.

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 Franchise Disclosure Document.

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Definitions and Sections 7 and 8	Item 11
b. Pre-opening purchases/leases	Sections 8 and 9	Items 8 & 11
c. Site development and other pre-opening requirements	Section 8	Items 6, 7 & 11
d. Initial and ongoing training	Sections 7 and 8	Item 11
e. Opening	Section 8	Item 11
f. Fees	Sections 3, 5, 6, 7, 8, 11, 12, 15, 17 and Attachment A	Items 5 & 6
g. Compliance with standards and policies/Brand Standards Manual	Definitions and Sections 7, 8 and 9	Item 11
h. Trademarks and proprietary information	Section 10	Items 13 & 14
i. Restrictions on products/services offered	Sections 8 and 9	Items 8 & 16
j. Warranty and customer service requirements	Section 8	Item 11
k. Territorial development and sales quotas	Section 4 and Attachment A	Items 11 & 12
l. Ongoing product/service purchases	Sections 8 and 9	Item 16
m. Maintenance, appearance, and remodeling requirements	Sections 3, 8 and 15	Item 7, Note 2
n. Insurance	Section 12	Item 8
o. Advertising	Section 11	Item 11

Obligation	Section in Agreement	Disclosure Document Item
p. Indemnification	Section 12	Not Applicable
q. Owner's participation/ management and staffing	Section 8	Item 15
r. Records and reports	Section 6	Items 6 & 17
s. Inspections and audits	Sections 6 and 8	Item 6
t. Transfer	Section 15	Item 17
u. Renewal	Section 3	Item 17
v. Post-termination obligations	Sections 10, 14 and 17	Item 17
w. Non-competition covenants	Section 14	Item 17
x. Dispute resolution	Section 20	Item 17

ITEM 10 FINANCING

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

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

Except as listed below, MH Franchising is not required to provide you with any assistance.

Pre-Opening Obligations

Before you open your MH Business, we (or our designee) will provide the following assistance and services to you:

1. Designate your Territory (See Section 7.3(a) of the Franchise Agreement).
2. Provide you with written site selection guidelines and criteria and provide site selection assistance to determine an acceptable location for your Retreat, as we have outlined in the Brand Standards Manual (See Section 7.3(b) of the Franchise Agreement).
3. Assist you in your site selection process by providing site selection guidelines authorizing a site for the Retreat and reviewing and authorizing a Lease for the Retreat (See Sections 7.3(b) and 8.2 of the Franchise Agreement). While we will review the Lease, you are solely responsible for negotiating the business and legal terms of the Lease. You may not negotiate a Lease or purchase agreement prior to receiving our written consent of the site for the Retreat.
4. Provide an initial training program ("**Initial Training Program**") for up to three people at no charge, provided the three people attend initial training at the same time, one of which must be you (or your Managing Owner, if you are an entity) and one of which must be your Designated Retreat Director (defined in Item 15) (See Section 7.3(c) of the Franchise Agreement). The Initial Training Program is usually conducted at our franchising office located in San Antonio, Texas, but may be held at your location or elsewhere or through an online platform in our discretion. We provide a representative to conduct on-

site assistance for pre-opening and opening assistance for a maximum of five business days, three of which will occur prior to your opening of your MH Business to the public and one of which will occur on the opening date and one of which will occur after the opening date. If you request additional representatives or request that our representative stays for more than five business days, we may charge you a daily fee and you must reimburse us for all additional lodging, food and transportation costs we incur during the additional time period (See Section 7.3(c) of the Franchise Agreement). We will provide training to you (or your Managing Owner if you are an entity) and your Designated Retreat Director on the System, System guidelines, procedures, methods of training and operation, advertising, sales techniques, promotional ideas, marketing plans, customer relations, instructions on quality standards, practical experience in the operation of a MH Business and operational and brand standards (See Section 7.3(c) of the Franchise Agreement). We will not train or assist in training your employees or independent contractors, except as it relates to ensuring brand standards are met. You will be responsible for training your employees and independent contractors. You will be responsible for hiring, training, directing, scheduling, and supervising your employees and independent contractors in the day-to-day operations of your MH Business.

5. Provide you with mandatory and suggested specifications and layouts for your MH Business, including requirements for dimensions, design, image, interior, layout, décor, and operating assets (See Sections 7.3(d) of the Franchise Agreement). You must submit final construction plans and specifications to us for our approval before you begin construction at the premises and you must construct your MH Business in accordance with those approved plans and specifications (See Section 7.3(d) of the Franchise Agreement).

6. Provide you with specifications for all initial and replacement furniture, fixtures, equipment, inventory and suppliers required to operate your MH Business (See Section 7.3(e) of the Franchise Agreement).

7. Identify the operating assets, approved products, and other items that you will use to develop and operate your MH Business (See Section 7.3(f) of the Franchise Agreement).

8. Provide you with access to our Brand Standards Manual. The Brand Standards Manual contains approximately 580 pages. The Table of Contents for the Brand Standards Manual is attached to this Franchise Disclosure Document as **Exhibit F** (See Section 7.3(g) of the Franchise Agreement).

9. Provide you with assistance or management on your Initial Advertising Program (See Section 7.3(h) of the Franchise Agreement).

10. Assist in the establishment of an advertising cooperative, if any (See Section 7.3(i) of the Franchise Agreement).

Site Selection

You must select the site for the Retreat subject to our consent. We do not typically sell, lease or sublet real estate that we own or rent to our franchisees. We will consult with you on our current site selection guidelines and provide other site selection counseling as we deem advisable (See Section 7.3(b) of the Franchise Agreement). In evaluating a proposed site, we consider such factors as general location and neighborhood, traffic patterns, parking, size, layout and other physical characteristics. You may not relocate the Retreat without our prior written consent. Before leasing or purchasing the site for the Retreat, you must submit to us, in the form we specify, a description of the site, together with other information and materials that we may reasonably require, including a letter of intent or other evidence that confirms your favorable prospects for obtaining the site, a site inspection, and a demand study. We will have 30 days after we receive the information and materials to evaluate the proposed site. If we disapprove of the proposed site, you must select another site, subject to our consent. If we do not respond with an approval of your

request for the site for your Retreat, the site will be deemed disapproved. You must purchase or lease, at your expense, the site for the Retreat within 120 days after signing the Franchise Agreement. Proposals regarding location of the Retreat must be submitted to us within 90 days from the date of the Franchise Agreement, or such longer time frame specified by us in writing. You must deliver to us any traffic; competition and demographic or similar location information relating to any proposed site that we reasonably request for review within 90 days from the date of the Franchise Agreement, or such longer time frame specified by us in writing, but at least 20 days before any proposed lease or site purchase agreement signing date. If you and we cannot agree on an acceptable location for your Retreat, we may terminate the Franchise Agreement. You must submit for review any sale or lease contract before you sign it. Although we will consult with you on your site, assist you in finding an acceptable location, and require that your site be subject to our final authorization, you have the ultimate responsibility in choosing, obtaining and developing the site for your Retreat.

Schedule for Opening

You must open your MH Business within nine months from the effective date of your Franchise Agreement (See Section 8.2(d) of the Franchise Agreement). If you purchase multiple Franchises at the same time, we require that you open each additional MH Business within 18 months from opening the previous MH Business. Your failure to meet your opening obligation is a material breach of this Agreement and you may be subject to default, or termination of the Franchise Agreement. The typical length of time between signing the Franchise Agreement or the payment of any fees and the opening of a MH Business can vary from six to nine months. Some factors which may affect this timing are your ability to acquire a Retreat through lease or purchase negotiations, your ability to secure any necessary financing, your ability to comply with local zoning and other ordinances, your ability to obtain any necessary permits and certifications, the timing of the delivery of equipment, tools and inventory and the time to convert, renovate or build the Retreat. If you do not open your MH Business(es) according to this schedule, but are diligently working to do so within the required period, it has been our custom to grant additional time to open your MH Business, though we are under no obligation to do so.

You must comply with all applicable ordinances, building codes and permit requirements and with any lease requirements and restrictions. You must apply for all required business licenses and permits within 20 business days after signing the Franchise Agreement. If you do not receive all required licenses, permits, and certifications necessary to operate the MH Business before the opening of the MH Business, we may terminate the Franchise Agreement and we will not refund any part of your Initial Franchise Fee (See Item 5).

You may not open (or in the event of transfer, begin operating) your MH Business until: (1) we notify you in writing that all of your pre-opening obligations have been fulfilled; (2) you have completed the Initial Training Program to our satisfaction; (3) all amounts due to us have been paid; (4) we have been furnished with copies of all insurance policies and certificates required by the Franchise Agreement, or other documentation of insurance coverage and payment of premiums that we request; (5) you notify us that all approvals and conditions set forth in the Franchise Agreement have been met; (6) you have received all required permits and licenses; and (7) you have ordered, received and installed your equipment, supplies, inventory and Technology System. You must be prepared to begin operating your MH Business immediately after we state that your MH Business is ready for opening.

Continuing Obligations

During the term of the Franchise Agreement, we (or our designee) will provide the following assistance and services to you:

1. Inform you of mandatory specifications, standards and procedures for the operations of your MH Business, as described in Item 8 (See Section 7.4(b) of the Franchise Agreement). There are no additional charges for these services.

2. Provide advice regarding the Retreat's operation based on reports or inspections. Advice will be given during our regular business hours via written materials, electronic media, telephone, or in person at our franchising office, or at your MH Business (See Section 7.4(a) of the Franchise Agreement). There are no additional charges for these services.

3. Research new products, services, and training methods and provide you with information concerning developments of this research (See Section 7.4(c) of the Franchise Agreement). There are no additional charges for these services.

4. Allow you to continue to use confidential material and Marks (See Sections 7.4(d) and 10 of the Franchise Agreement).

Optional Assistance

During the term of the Franchise Agreement, we (or our designee) may, but are not required to, provide the following assistance and services to you:

1. Develop private label goods or merchandise for resale at the Retreats (See Section 7.6(c) of the Franchise Agreement).

2. Modify, update, or change the System, including the adoption and use of new or modified trade names, trademarks, service marks, or copyrighted materials, new products, new equipment, or new techniques (See Section 7.6(c) of the Franchise Agreement).

3. Make periodic visits to a MH Business for the purpose of assisting in all aspects of the operation of a MH Franchise, prepare written reports concerning these visits outlining any suggested changes or improvements in the operation of a MH Franchise, and detailing any problems in the operations which become evident as a result of any visit. If provided at your request, you must reimburse our expenses and pay our then-current training charges (See Section 7.6(c) of the Franchise Agreement).

4. Maintain and administer the Brand Fund and use these funds, in part, to develop promotional and advertising programs for MH Businesses (See Section 7.6(c) of the Franchise Agreement). We may dissolve the Brand Fund upon written notice.

5. Hold periodic system-wide conference calls, national or regional conferences or workshops to discuss business and operational issues affecting MH Businesses, including industry changes, new services and/or merchandise, and marketing strategies. You must pay the conference fee, if any, and all travel, lodging, and meal expenses. We strongly encourage you to attend any conferences or workshops that we may offer (See Section 7.6(a) of the Franchise Agreement).

6. Provide additional assistance and training regarding your MH Business (See Training Section below) (See Section 7.6(b) of the Franchise Agreement).

7. Develop a referral program in which you and any other eligible participants, if any, may receive a referral fee for sending us an actualized lead, as described in the Brand Standards Manual (See Section 7.6(c) of the Franchise Agreement).

8. A representative of ours may, at our sole discretion, provide additional assistance (See Section 7.6(c) of the Franchise Agreement). There may be additional charges for these services. (See Item 6).

9. We may provide you with a monthly newsletter, at our discretion (See Section 7.6(c) of the Franchise Agreement).

Advertising and Promotion

Except for the execution of the portion of the local advertising you personally conduct, we have full discretion, designation, and control over all advertising and promotional programs (including the creative concepts, materials, endorsements, and media used for the programs as well as the geographic, market, and media placement and allocation of the programs) and all other brand development activities.

Initial Advertising Program

You must pay us or our approved suppliers \$25,000 when you sign your lease or site purchase agreement for your MH Business which we and/or our approved suppliers will use to conduct an initial advertising program (“**Initial Advertising Program**”), and which shall be used by us and/or our approved suppliers to market your MH Business prior to the opening of your Retreat and during the first 30 days of operation. All of the funds paid by you shall be used to conduct the Initial Advertising Program and are non-refundable.

Brand Fund

We have created a Brand Fund for the marketing of the System, the Marks and MH Businesses. You are required to contribute 3% of your MH Business’s monthly Gross Revenues to the Brand Fund during the term of the Franchise Agreement (“**Brand Fund Contribution**”). We reserve the right to increase this contribution up to 6% upon 30 days’ written notice. Any modification to the Brand Fund Contribution above or below 3% of Gross Revenues will be offset by an equivalent reduction or increase in your Minimum Local Advertising Requirement so that you will not expend more than 6% on Brand Fund contributions and local advertising combined. If your Gross Revenues exceed \$1,500,000 during any calendar year and you have not defaulted in your obligation to timely and properly make your Brand Fund Contributions in the calendar year, then you will not be required to make any additional contributions to the Brand Fund for the remainder of the calendar year in which your Gross Revenues exceeded \$1,500,000.

You must pay the Brand Fund Contribution at the same time that you pay your Royalty, based on the amount of Gross Revenues you generated in the previous reporting period. We will deposit the Brand Fund Contributions in a separate bank account, commercial account, or savings account. The Brand Fund is administered by us, or one of our affiliates, in our discretion. Your contribution to the Brand Fund will be in addition to all other advertising requirements set out in this Item 11.

Each franchisee will be required to contribute to the Brand Fund, but certain franchisees may contribute on a different basis depending on when they signed their Franchise Agreement. Franchisor-owned outlets may, but are not required to, contribute to the Brand Fund on the same basis as franchisees.

We have complete discretion on how the Brand Fund will be utilized. We may use the Brand Fund for local, regional, or national marketing, advertising, sales promotion and promotional materials, public and consumer relations, website development and search engine optimization, the development of technology for the System, and any other purpose to promote the Massage Heights brand. We may reimburse ourselves, our authorized representatives or our affiliate from the Brand Fund for administrative costs, salaries for those individuals in charge of administering and maintain the Brand Fund, independent

audits, reasonable accounting, bookkeeping, reporting and legal expenses, taxes and all other reasonable direct or indirect expenses that may be incurred by us or our authorized representatives and associated with the programs funded by the Brand Fund. We do not guarantee that advertising expenditures from the Brand Fund will benefit you or any other franchisee directly, on a pro rata basis, or at all. We are not obligated to spend any amount on advertising in the geographical area where you are or will be located. We will not use the Brand Fund contributions for advertising that is principally a solicitation for the sale of Franchises, but we reserve the right to include a notation in any advertisement indicating “Franchises Available,” or similar phrasing, or include information regarding acquiring a Franchise on or as a part of materials and items produced by or for the Brand Fund.

We assume no fiduciary duty to you or other direct or indirect liability or obligation to collect amounts due to the Brand Fund or to maintain, direct or administer the Brand Fund. Any unused funds in any calendar year will be applied to the following year’s funds, and we reserve the right to contribute or loan additional funds to the Brand Fund on any terms we deem reasonable.

The Brand Fund is not audited. We will provide an annual accounting for the Brand Fund that shows how the Brand Fund proceeds have been spent for the previous year upon written request.

During our most recent fiscal year ended December 31, 2018, the Brand Fund was spent as follows: 23% on web services, 62% on creation, production and advertising, 15% administrative and 0% on the solicitation of new franchises.

Local Advertising

In addition to the Brand Fund Contribution and the Initial Advertising Program expense, once the Retreat is open and operating, you must spend the following on local advertising (**“Minimum Local Advertisement Requirement”**):

Time Period	Minimum Local Advertisement Requirement
First 30 days of operation of your Retreat	None (advertising is conducted through the Initial Advertising Program)
Beginning 30 days after opening your Retreat	You will be required to spend a minimum of the greater of 3% of your Gross Revenues or \$1,200 per month on local advertising. The amount will be calculated in the same manner that you calculate your Royalty and Brand Fund Contribution, which is based on the amount of Gross Revenues you generated in the previous reporting period.

If we modify the Brand Fund Contribution percentage, your Minimum Local Advertising Requirement will be reduced or increased proportionately so that you will not be required to spend more than 6% of your Gross Revenues on the Minimum Local Advertising Requirement and Brand Fund Contribution combined. If you fail to spend your Minimum Local Advertising Requirement by the end of the year, you will be required to pay the difference to the Brand Fund. We may require you to pay all or any portion of your Minimum Local Requirement to us, our affiliates or designated suppliers. We currently collect \$670 per month from franchisees for each MH Businesses to pay for certain social media management services, public relation services and web landing page optimization services, all of which are provided by our designated vendors for the benefit of each franchisee’s MH Business. We may increase or decrease the amount we collect from franchisees or the purpose for which those amounts are collected,

provided that the total amount that we collect from you on an annual basis will not exceed your Minimum Local Requirement for that year. You agree to use all required vendors for services that we require.

You agree, at your sole cost and expense, to issue and offer such rebates, giveaways, and other promotions in accordance with advertising programs established by us, and further agree to honor the rebates, giveaways, and other promotions issued by other MH Businesses under any such program, so long as such compliance does not contravene any applicable law, rule, or regulation. You will not create or issue any gift cards or gift certificates, and you will only sell gift cards or gift certificates that have been issued or sponsored by us and which are accepted at all MH Businesses, and you will not issue coupons or discounts of any type except as approved by us.

You may be required to participate in any local or regional advertising cooperative for MH Franchises that we establish. The area of each local and regional advertising cooperative will be defined by us, based on our assessment of the area. We anticipate that each franchisee-owned MH Business and each MH Business we own will have one vote for each MH Business it operates in the designated area. Franchisees in each cooperative will contribute an amount to the cooperative for each MH Business that the franchisee owns that exists within the cooperative's area. Any cooperative contributions will be credited towards your Minimum Local Advertising Requirement. Each MH Business we own that exists within the cooperative's area will contribute to the cooperative on the same basis as franchisees. Members of the cooperative will be responsible for administering the cooperative, including determining the amount of contributions from each member. We require that each cooperative operate with bylaws or some form of governing documents. Each cooperative must prepare annual unaudited financial statements, and such statements will be provided for review to each member of such cooperative. We reserve the right to form, change, dissolve, or merge any advertising cooperative formed in the future. If we elect to form such cooperatives, or if such cooperatives already exist near your territory, you will be required to participate in compliance with the provisions of the Brand Standards Manual, which we may periodically modify in our discretion. We currently have eight local advertising cooperatives (Atlanta, Des Moines, Kansas City, Cleveland, San Antonio, Houston and Dallas).

We may in our discretion establish a mandatory local and/or national philanthropy program in which you will host a charitable event for a charity, non-profit, or foundation of your choice ("**MH Philanthropy**"). The charitable organization must reasonably align with our brand standards. If we implement the MH Philanthropy program, we will not require you to pay Royalties on the Gross Revenues that you earn during the charitable event.

Marketing Resources, Pre-Approvals for Marketing Materials, and Internet Marketing

You must order all marketing materials, which include but are not limited to sales, advertising, and promotional materials from our designated suppliers. It is a material breach of the Franchise Agreement to use other marketing material without obtaining our prior written approval, which may be granted or denied in our sole discretion. We will review your request and we will respond in writing within 30 days from the date we receive all requested information. Our failure to notify you in the specified time frame will be deemed a disapproval of your request. Use of logos, Marks and other name identification materials must follow our approved standards. Use of logos, Marks, and other identification materials must follow our approved standards. You may not use our logos, Marks or other name identification materials on items to be sold or services to be provided without our prior written approval. If we approve the items or services that will be sold in your MH Business, those items or services must be included in your Gross Revenues and will be subject to royalties, Minimum Local Advertising Requirement and the Brand Fund Contribution. If you use unauthorized advertising materials, this is a default of your Franchise Agreement and you must pay a fee of \$500 per incident to us.

If you wish to advertise online, you must follow our Brand Standards Manual. Our online policy may change as technology and the Internet changes. Under our online policy, we may retain the sole right to market on the Internet, including all use of websites, domain names, URLs, linking, advertising, and co-branding arrangements. We may choose to restrict your use of social media. We may not allow you to independently market on the Internet, or use any domain name, address, locator, link, metatag, or search technique with words or symbols similar to the Marks. We intend that any franchisee website will be accessed only through our home page.

You will provide us content for our Internet marketing. We retain the right to approve any linking or other use of our website. You are required to use only vendors approved by us for all digital online marketing (search engine optimization, pay per click, reputation management, etc.), approved local marketing management, and reporting systems.

Advisory Council

We formed an advisory council in February 2011 (“**TEAM Council**”). The TEAM Council consists of up to nine U.S. franchise members, one Canada franchise member, and up to two Franchisor members. The nine U.S. franchise members of the TEAM Council are elected by all franchisees in the System. The members from Canada and the Franchisor members are chosen by us. We have the power to form, change or dissolve the advisory council in our sole discretion.

Technology System

We estimate the cost of purchasing the Technology System, including the hardware and software, as well as the initial Technology Fee, will range from \$9,000 to \$13,000. Additional cost may be incurred for installation and the initial setup. The POS software is licensed through us. The initial Technology Fee of \$2,150 includes a \$500 setup fee and your first three months of the Technology Fee. You are required to use this software and enter into the Use and License Agreement which is attached to this Franchise Disclosure Document in **Exhibit G**. You are also required to purchase the following computer equipment, software, and licenses from our approved suppliers: (a) four to five computers, monitors, printer, scanner, barcode scanner, receipt printer, and credit card wiper/Chip card terminal; (b) three to five tablets, purchased and pre-configured through us, are recommended for the lobby, plus one tablet per treatment area in your Retreat (you must purchase tablet accessories separately); (c) operational and accounting software; (d) POS system to process credit card transactions, prepare sales reports, and other back office reports such as revenue reports based on service, sales, product sales, and membership sales; (e) Microsoft Office; and (f) active and current anti-virus license with opened permission for current POS software for each computer for use in your MH Business.

The Technology System will manage the daily workflow of your MH Business, coordinate the customer ordering experience, track inventory, labor, and other information. You must record all Gross Revenues on the Technology System. You must store all data and information in the Technology System that we designate, and report data and information in the manner we specify. The Technology System will generate reports on the Gross Revenues of the MH Business you operate. You must also maintain a high-speed Internet connection at the MH Business you operate.

We are not required to provide you with any ongoing maintenance, repairs, upgrades, updates, or support for the Technology System (See Section 8.3(aa) of the Franchise Agreement). The required software providers’ ongoing maintenance and technical support is part of the monthly Technology Fee. You must arrange for installation, maintenance, and support of the Technology System and other software at your cost. There are no limitations in the Franchise Agreement regarding the costs of such required support, maintenance, repairs, or upgrades relating to the Technology System. We cannot estimate the cost of maintaining, updating, or upgrading the Technology System or its components because it will

depend on your repair history, costs of computer maintenance services in your area, and technological advances, which we cannot predict at this time. In prior years, we estimated the annual costs to be range between \$1,000 and \$4,000. We may revise our specifications for the Technology System periodically. You must upgrade or replace your Technology System at such time as specifications are revised. In addition to offering and accepting Massage Heights gift cards and loyalty cards, you must use any credit card vendors and accept all credit cards and debit cards that we determine. The term “credit card vendors” includes, among other things, companies that provide services for electronic payment, such as near field communication vendors (for example, “Apple Pay” and “Google Wallet”).

We (or our designee(s)) have the right to independently access the electronic information and data relating to your MH Business, and to collect and use your electronic information and data in any manner, including to promote the System and the sale of MH Franchises. This may include posting financial information of each franchisee on an intranet website. There is no contractual limitation on our right to receive or use information through our proprietary data management and intranet system. We may access the electronic information and data from your Computer System remotely, in the MH Business you operate, or from other locations.

Training

At all times, your MH Business must have a Managing Owner, as well as a Designated Retreat Director (defined in Item 15) who has been approved by us. The Managing Owner, your Designated Retreat Director, and your Lead Therapist must be qualified and have attended and completed our Initial Training Program to our satisfaction at least 30 days prior to the opening of your MH Business or commencing their duties.

An Initial Training Program is provided at no charge for you (or a Managing Owner if you are an entity), your initial Designated Retreat Director and your initial Lead Therapist.

You (or your Managing Owner if you are an entity), your Designated Retreat Director, and Lead Therapist must attend and complete the Initial Training Program to our satisfaction at least 30 days prior to the opening of your MH Business or prior to commencing their duties. You must pay a \$500 per person per day fee for training each additional person who attends the Initial Training Program. Initial training classes are generally offered once monthly. The Initial Training Program currently consists of 19 days administered in one 3-day onsite training, 24 class hours of online training, and three 5-day onsite trainings. On-site trainings may be held in San Antonio, Texas, your area representative’s territory (if applicable), or at your Retreat. You will not receive any compensation or reimbursement for services or expenses for participation in the Initial Training Program. You are responsible for all your and your attendees’ expenses to attend any training program, including lodging, transportation, food, and similar expenses.

If you replace your Designated Retreat Director or Lead Therapist, your new Designated Retreat Director or Lead Therapist must attend our training program prior to commencing their duties. We must approve any Designated Retreat Director you hire. Although we do not charge for the Initial Training Program for your initial Designated Retreat Director or Lead Therapist, you may be charged fees, currently \$500 per person per day, for training of replacement Designated Retreat Directors or Lead Therapists.

We plan to provide the training listed in the table below. We reserve the right to vary the length and content of the Initial Training Program based upon the experience and skill level of the individual attending the Initial Training Program.

INITIAL TRAINING SCHEDULE

Subject	Hours of Classroom Training ⁽¹⁾	Hours of On-The-Job Training	Location
Massage Heights Communication	.5	0	San Antonio, Texas
Franchise Relations	2	0	San Antonio, Texas
Developer/FBC Roles	2.5	0	San Antonio, Texas
Massage Heights Culture	1	0	San Antonio, Texas
The Massage Heights Business	2	0	San Antonio, Texas
Core Customers	1	0	San Antonio, Texas
Recruiting, Hiring & Scheduling	2	0	San Antonio, Texas
Financial Model	4	0	San Antonio, Texas
Pre-Opening Process	8	0	San Antonio, Texas
Site Selection & Build Out	3	0	San Antonio, Texas
Marketing	3	0	San Antonio, Texas
Testing	1	0	Online
Base Camp Review	2	0	Online
Lifestyle Program Sales	2.5	0	Online
Retail Sales	2	0	Online
Retreat Goal Setting	.5	0	Online
Business Goal Setting	1.5	0	Online
Team Member Recruiting Planning	2	0	Online
Succession Planning	1	0	Online
Strategic Scheduling	3	0	Online
Loss Prevention	1	0	Online
Guest Experience	1.5	0	Online
Business Reporting	2	0	Online
Local Store Marketing	3	0	Online
Testing	1	0	Online
Retreat Operations	0	40	Your Retreat/Online
5 Days On-Site for Opening	0	40	Your Retreat
Total	53	80	

Notes:

1. The training subjects may vary, and the training may be less than the times indicated above. We may conduct parts of the training virtually, depending on the number and experience of the attendees.
2. Giovannie Hoff, our Senior Director of Training and Development, currently oversees our training program to which she brings more than 12 years of management experience. If you are in an area with a Massage Heights area representative, the area representative may conduct certain parts of the training program so long as the area representative has at least one-year experience with the System.
3. Other instructors will include experienced MH Business managers and/or assistant managers. Although the individuals instructing the training program may vary, all of our instructors will be our employees or contractors and will have at least 2 years of experience in their designated subject area.
4. If your Retreat is located in an area representative's development area, then a portion of initial training, the on-site training and continuing training may be provided by that area representative at your Retreat or the area representative's Retreat. We will train the area representative or other training staff representative of ours who provides the on-site training concerning the matters to be taught to you.
5. You will be required to hire only licensed massage therapists and, if applicable, estheticians, that have been trained in accordance with your state's requirements. Massage therapists and estheticians will be hired as your employees and will receive training in accordance with our standards and procedures including training on how to perform our Elevations.
6. The Brand Standards Manual will be our primary source of training materials during the Initial Training Program.

Ongoing Training

From time to time, we may require that you and your Designated Retreat Director attend system-wide refresher or additional training courses. Some of these courses may be optional while others may be required. If you appoint a new Designated Retreat Director, that person must attend and successfully complete our Initial Training Program before assuming responsibility for the management of your MH Business. You are responsible for ensuring that your employees are properly trained to operate your MH Business according to our brand standards. If we conduct an inspection of your MH Business and determine you are not operating in compliance with the Franchise Agreement, our System, or our brand standards, we may require that you attend remedial training. You may also request that we provide additional training (either at our franchising office or at your Retreat).

In addition to participating in ongoing training, you will be required to attend an annual meeting of all franchisees at a location we designate and pay a convention fee if we hold an annual meeting of all franchisees (See Item 6). You are responsible for all travel and expenses for your attendees.

**ITEM 12
TERRITORY**

You may operate a MH Business only at the approved location designated in the Franchise Agreement. If you have not identified an approved location for the Retreat when you sign the Franchise Agreement, as is typically the case, you and we will agree on the approved location in writing after you select and we approve the approved location. You are not guaranteed any specific approved location. You may not conduct your business from any other location. You may not relocate the Retreat without our prior written approval. We may approve a request to relocate the Retreat in accordance with the provisions of the Franchise Agreement that provide for the relocation of the Retreat, and our then-current site selection policies and procedures. Upon the renewal of your Franchise Agreement, we may require you to relocate your Retreat.

During the term of the Franchise Agreement, except as provided below, neither we nor any affiliate will establish or operate, or franchise any entity to establish or operate, a business using the Marks and System at any location within your Territory, which is a certain geographic area surrounding the Retreat that is generally an area equal to a 1.5-mile radius around your Retreat, but may be smaller or larger, in our sole discretion, depending on population density, demographics, market trends and traffic flows, to be described in the Franchise Agreement. Your Territory will be designated by a map and/or geographic description on an attachment to your Franchise Agreement.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. If we determine that the Territory could support additional MH Businesses based on changes in circumstances (which include, but are not limited to, changes in the population, demographics, psychographics, drive times, or other market or economic conditions in the geographic area that includes all or part of the Territory), then we will offer you a 30-day right of first refusal to purchase the additional MH Businesses. If you do not exercise this right, we may sell another MH Business in your Territory (or we or our affiliates may open a MH Business) and redefine your Territory so that each MH Business will have a territory independent of the other. The right of first refusal will terminate with respect to that MH Business if any one of the following conditions applies: (1) you are not then in compliance with any material term of the Franchise Agreement and cannot cure the noncompliance within 30 days of written notice; (2) we determine, in our sole discretion, that you do not meet our then current standards for new franchisees of MH Businesses; (3) we determine, in our sole discretion, that you lack the financial resources to develop and operate an additional MH Businesses; (4) you fail to sign a franchise agreement (containing our then-current terms and conditions) for the additional MH Businesses within 30 days of the date we deliver a franchise agreement to you for signature; or (5) you notify us that you do not wish to develop and operate an additional MH Businesses within your Territory.

You may not sell products through other channels of distribution such as wholesale, Internet or mail order sales. You may not establish an account or participate in any social networking sites (including, without limitation, Facebook, Twitter or any other social or professional networking site or blog) or mention or discuss the Franchise, us or our affiliates, without our prior written consent and as subject to our online policy. Our online policy may completely prohibit you from any use of the Marks in social networking sites or other on-line use. Otherwise, except as provided here in Item 12, we place no restrictions upon your ability to serve customers provided you do so from the location of your MH Business under our policies. You may accept customers from outside your Territory. You are prohibited from using other channels of distribution and advertising including the Internet, catalog sales, telemarketing, or other direct marketing forms, as well as discount websites offering products or services at reduced prices, and soliciting sales or accepting orders outside your Territory without our prior written consent, which we may deny in our discretion. Otherwise, we place no restrictions upon your ability to serve customers from outside your Territory provided you do so from the location of your MH Business under our policies.

You do not receive the right to acquire additional MH Franchises within the Territory. You are not given a right of first refusal on the sale of existing MH Franchises.

You do not need to satisfy any sales quota or market penetration in order to maintain your rights to your Territory. We are not required to pay any compensation for soliciting or accepting orders inside the Territory.

We expressly reserve the right, among others:

1. To use, and to license others to use, the Marks and System for the operation of MH Businesses at any location other than in the Territory, regardless of proximity to the Territory;

2. To use the Marks and the system to sell any products or services, similar to those which you will sell, through any alternate channels of distribution within or outside of the Territory. This includes, but is not limited to, retail locations and other channels of distribution such as television, mail order, catalog sales, wholesale to unrelated retail outlets, or over the Internet. We exclusively reserve the Internet as a channel of distribution for us, and you may not independently market on the Internet or conduct e-commerce. We will not pay you any compensation for our solicitation and acceptance of orders within your Territory.

3. To use and license the use of other proprietary and non-proprietary marks or methods which are not the same as or confusingly similar to the Marks, whether in alternative channels of distribution or in the operation of a business offering massage services, or related wellness or exercise facilities, or related products and services, at any location, including within the Territory, which may be similar to or different from the MH Business operated by you;

4. To purchase or be purchased by, or merge or combine with, any business, including a business that competes directly with your MH Business, wherever located;

5. To acquire and convert to the System operated by us any businesses offering services and products related to operating massage, spa or related facilities, including such businesses operated by competitors or otherwise operated independently or as part of, or in association with, any other system or chain, whether franchised or corporately owned and whether located inside or outside of the Territory;

6. To own, acquire, establish and/or operate, and license others to establish and operate, MH Businesses using any proprietary marks or systems (including the Marks and system) at any airport, train station, other transportation facility, hotel, arena, ballpark, stadium, racetrack, other sports facility, cruise ship, casino, or other entertainment facility, grocery store, corporate campus, college campus, or military base, within any outlet mall or other regional mall, within or outside the Territory;

7. To implement multi-area marketing programs which may allow us or others to solicit or sell to customers anywhere. We also reserve the right to issue mandatory policies to coordinate such multi-area marketing programs;

8. To operate and use any websites utilizing a domain name incorporating one or more of the words “Massage Heights” and/or “Massage” or similar derivatives thereof. We retain the sole right to market on the Internet and use the Marks on the Internet, including all use of websites, domain names, URL’s, directory addresses, metatags, linking, advertising, and co-branding and other arrangements. You may not independently market on the Internet, or use any domain name, address, locator, link, metatag, or search technique, with words or symbols similar to the Marks or otherwise establish any presence on the Internet without our prior written approval. You agree to use only vendors approved by us for all digital online marketing (SEO, PPC, reputation management, social media, scheduling/booking services, native phone applications, etc.), approved local marketing management and approved reporting systems. We intend that any franchisee website developed exclusively or primarily for purposes of promoting your MH Business be accessed only through our home page. You shall provide us with content for our Internet marketing, and shall sign Internet and intranet usage agreements, if any. We retain the right to approve any linking or other use of its website or require the removal of any website utilizing the Marks upon notice to you;

9. To determine if your Territory can support an additional MH Business based on changes in circumstances (which include, but are not limited to, changes in the population, demographics, psychographics, drive times, or other market or economic conditions in the geographic area that includes all or part of the Territory), then we will offer you a 30-day right of first refusal to purchase the additional

MH Business within your Territory. The right of first refusal will terminate with respect to that MH Business if any one of the following conditions applies: (1) you are not then in compliance with any material term of this Agreement and cannot cure the noncompliance within 30 days of written notice; (2) we determine, in our sole discretion, that you do not meet our then-current standards for new franchisees of MH Businesses; (3) we determines, in our sole discretion, that you lack the financial resources to develop and operate an additional MH Business; (4) you fail to sign a franchise agreement (containing our then-current terms and conditions) for the additional MH Business within 30 days of the date we deliver a franchise agreement to you for signature; or (5) you notify us that you do not wish to develop and operate an additional MH Business within your Territory. If you do not exercise this right, or we determine in our sole discretion that you do not meet our then current standards for new franchisees of a MH Business, we may sell another MH Business in your Territory (or we or our affiliates may open a MH Business) and redefine your Territory so that each MH Business will have a territory independent of the other. You must abide by the right of first refusal timelines provided by us; and

10. To open or sell a MH Business inside the Territory if, within 12 months of the end of the Term or Successor Term, a “Class A” location for a MH Business becomes available and you elect not to obtain the “Class A” location for your MH Business. A “Class A” location is typically regarded in the real estate industry as a building of the newest and highest quality that is well-located, among other characteristics.

ITEM 13 TRADEMARKS

The Franchise Agreement and your payment of Royalties grant you the non- exclusive right and license to use the System, which includes the use of the proprietary Marks. You may also use other future trademarks, service marks, and logos we approve to identify your MH Franchise. We use the Marks under a ten year renewable license agreement with their owner, Massage Heights IP, LLC.

The Marks are owned by Massage Heights IP, LLC and are licensed to us. Massage Heights IP, LLC has granted us an exclusive license (“**Trademark License**”) to use the Marks to franchise the system around the world. The Trademark License will automatically renew for subsequent ten-year periods provided we are not in default or do not materially breach the Trademark License by engaging in any activity which damages the Marks or the goodwill of the system. If the Trademark License is terminated, Massage Heights IP, LLC has agreed to license the Marks directly to our franchisees until each Franchise Agreement expires or is otherwise terminated. Massage Heights IP, LLC has registrations with the United States Patent and Trademark Office (“**USPTO**”) for the following Marks:

Registered Mark	Registration Number	Registration Date	Register
MASSAGE HEIGHTS	3,108,570	June 27, 2006	Registered on the Principal Register
MASSAGE HEIGHTS	3,437,048	May 27, 2008	Registered on the Principal Register

Registered Mark	Registration Number	Registration Date	Register
ELEVATIONS	3,460,861	July 8, 2008	Registered on the Principal Register
	3,463,132	July 8, 2008	Registered on the Principal Register
MASSAGE HEIGHTS	3,511,031	October 7, 2008	Registered on the Principal Register
	3,511,891	October 7, 2008	Registered on the Principal Register
HEIGHTS AT HOME	3,511,899	October 7, 2008	Registered on the Principal Register
SIMPLY BETTER	4,121,582	April 3, 2012	Registered on the Principal Register
LIVE. LIFE. BETTER.	4,121,890	April 3, 2012	Registered on the Principal Register
ELEVATE THE EVERYDAY	4,342,716	May 28, 2013	Registered on the Principal Register

Registered Mark	Registration Number	Registration Date	Register
MASSAGE HEIGHTS BODY FACE	4,346,349	June 4, 2013	Registered on the Principal Register
ELEVATIONS	4,346,910	June 4, 2013	Registered on the Principal Register
MASSAGE HEIGHTS	4,817,211	September 22, 2015	Registered on the Principal Register
	5,463,665	May 8, 2018	Registered on the Principal Register

We claim common law rights in the following trademark:

Mark	Serial No.	Filing Date	Status
	N/A	N/A	Common Law

We do not have federal registrations for the trademark above (the common law trademark). This trademark does not have the same legal benefits and rights as federally registered trademarks. If our right to use this Mark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

All required affidavits have been filed for the registered service. There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, and no pending infringement, opposition, or cancellation proceedings or material litigation, involving the Marks. Except for the Trademark License agreement, no agreement significantly limits our right to use or license the Marks in a manner material to your MH Business. We do not know of either superior prior rights or infringing uses that could materially affect your use of the Marks in any state.

Your right to use the Marks is derived solely from your Franchise Agreement, and is limited to your conduct of business in compliance with the Franchise Agreement and all applicable specifications,

standards, and operating procedures we prescribe during the term of your Franchise Agreement. Any unauthorized use of the Marks by you will constitute a breach of your Franchise Agreement. Your use of the Marks and any goodwill established by them will be for our exclusive benefit, and your Franchise Agreement does not confer any goodwill or other interests in the Marks upon you. All provisions of your Franchise Agreement applicable to the Marks will apply to any additional proprietary trade and service marks and commercial symbols authorized for use by, and licensed to you under, your Franchise Agreement. You may not at any time during or after the term of your Franchise Agreement contest, or assist any other person in contesting, the validity or ownership of any of the Marks.

You must use the Marks as the sole identification of your MH Business, but must also identify yourself as the independent owner of the franchise in the manner we prescribe. You may not use any Mark as part of any corporate or trade name, or with any prefix, suffix, or other modifying words, terms, designs or symbols, or in any modified form. You also may not use any Mark with the sale of any unauthorized service or in any manner we have not expressly authorized in writing. You must prominently display the Marks on or with franchise posters and displays, service contracts, stationery, other forms we designate, and in the manner we prescribe including a conspicuous sign in your Retreat that you are an independently owned and operated licensed franchisee of MH Franchising; to give any notices of trade and service mark registrations and copyrights that we specify; and to obtain any fictitious or assumed name registrations that may be required under applicable law. You may not use the Marks in the sale of unauthorized services or products or in any manner we do not authorize. You may not use the Marks in any advertising for the transfer, sale, or other disposition of the MH Business, or any interest in your MH Business. All rights and goodwill from the use of the Marks accrue to us.

If it becomes advisable at any time, in our sole discretion, for us and/or you to modify or discontinue using any Mark and/or use one or more additional or substitute trademarks or service marks, you must comply with our directions within a reasonable time after receiving notice. We will not reimburse you for your direct expenses of changing signage, for any loss of revenue, or other indirect expenses due to any modified or discontinued Mark, or for your expenses of promoting a modified or substituted trademark or service mark.

You must immediately notify us of any apparent infringement of, or challenge to, your use of any Mark, or any claim by any person of any rights in any Mark. You may not communicate with any person other than us and our counsel about the apparent infringement, challenge, or claim. We and our affiliates will have sole discretion to take any action as we deem appropriate and the exclusive right to control any litigation or USPTO or other proceeding arising out of any apparent infringement, challenge or claim, or otherwise relating to any Mark. You must sign any instruments and documents, render any assistance, and perform any acts that our or our affiliates' counsel deems necessary or advisable to protect and maintain our or our affiliates' interests in any litigation or USPTO or other proceeding related to any Mark, or otherwise protect and maintain our interests in the Marks.

If we decide that it is advisable for us and/or you to modify or discontinue use of any Mark and/or use one or more additional or substitute trade or service marks, then you must comply with our instructions to do so within a reasonable time after receiving notice from us. We will not reimburse you for your direct expenses of changing signage, for any loss of revenue or other indirect expenses due to any modified or discontinued Mark, or for your expenses of promoting a modified or substituted trademark or service mark.

If you are in compliance with the Franchise Agreement, we will defend you against any claim brought against you by a third party alleging your use of the Marks in accordance with the Franchise Agreement, infringes upon that party's intellectual property rights. We may require your assistance, but we will exclusively control any proceeding or litigation relating to our Marks. We have no obligation to pursue any infringing users of our Marks. If we learn of an infringing user, we will take the action

appropriate, but we are not required to take any action if we do not feel it is warranted. You must not directly or indirectly contest our right to the Marks. We may acquire, develop, and use additional marks not listed here, and may make those marks available for your use and for use by other franchisees.

We will indemnify you against, and reimburse you for (1) all damages for which you are held liable in any judicial or administrative proceeding arising out of your use of any Mark in compliance with your Franchise Agreement; and (2) the costs incurred in defending any claim brought against you or in any proceeding in which you are named as a party arising out of your use of any Mark in compliance with your Franchise Agreement, provided that you have timely notified us of the claim or proceeding, and have complied with the Franchise Agreement.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

The information in the Brand Standards Manuals is proprietary and is protected by copyright and other laws. The Brand Standards Manuals and the limitations of the use of it by you and your officers, employees and independent contractors are described in Item 11 and Sections 7, 8 and 10 of the Franchise Agreement. The designs contained in the Marks, the layout of our advertising materials, the content and format of our products, as well as any other writings and recordings in print or electronic form are also protected by copyright and other laws. Although we have not applied for copyright registration for the Brand Standards Manual, our advertising materials, the content and format of our products, or any other writings and recordings, we claim common law and federal copyrights in these items. We grant you the right to use this proprietary and copyrighted information (“**Copyrighted Works**”) for your operation of your MH Business, but such copyrights remain our sole property.

During the term of your Franchise Agreement, we will allow you to use our proprietary information relating to the development, marketing and operation of a MH Business, including methods, techniques, specifications, procedures, policies, marketing strategies and information comprising the System and the Brand Standard Manuals.

There are no effective determinations of the United States Copyright Office or any court regarding any Copyrighted Works of ours, nor are any proceedings pending, nor are there any currently effective agreements between us and third parties pertaining to the Copyrighted Works that will or may significantly using our Copyrighted Works.

Our Brand Standards Manuals, electronic information and communications, sales and promotional materials, the development and use of our System, standards, specifications, policies, procedures, information, concepts and systems, knowledge of and experience in the development, operation and franchising of MH Businesses, formulations for and packaging of products, our training and techniques, information concerning product and service sales, operating results, financial performance and other financial data of MH Businesses and other related materials are proprietary and confidential (“**Confidential Information**”) and are our property to be used by you only as described in the Franchise Agreement or the Brand Standards Manuals. Where appropriate, certain information has also been identified as trade secrets (“**Trade Secrets**”). You must maintain the confidentiality of our Confidential Information and Trade Secrets and adopt reasonable procedures to prevent unauthorized disclosure of our Confidential Information and Trade Secrets.

We will disclose parts of the Confidential Information and Trade Secrets to you as we deem necessary or advisable for your MH Business during training and in guidance and assistance furnished to you under the Franchise Agreement, and you may learn or obtain from us additional Confidential Information and Trade Secrets during the term of the Franchise Agreement. The Confidential Information

and Trade Secrets are valuable assets of ours and are disclosed to you on the condition that you, and your owners, if you are a business entity, and employees agree to maintain the information in confidence by entering into a confidentiality agreement that we can enforce. Nothing contained in the Franchise Agreement will be construed to prohibit you from using the Confidential Information or Trade Secrets in the operation of other MH Business during the term of the Franchise Agreement.

You must notify us within three days after you learn about another's use of language, a visual image, or a recording of any kind, that you perceive to be identical or substantially similar to one of our Copyrighted Works or use of our Confidential Information or Trade Secrets or if someone challenges your use of our Copyrighted Works, Confidential Information or Trade Secrets. We will take whatever action we deem appropriate, in our sole and absolute discretion, to protect our rights in and to the Copyrighted Works, Confidential Information or Trade Secrets, which may include payment of reasonable costs associated with the action. However, the Franchise Agreement does not require us to take affirmative action in response to any apparent infringement of or challenge to your use of any Copyrighted Works, Confidential Information or Trade Secrets or claim by any person of any rights in any Copyrighted Works, Confidential Information or Trade Secrets. You must not directly or indirectly contest our rights to our Copyrighted Works, Confidential Information or Trade Secrets. You may not communicate with anyone except us, our counsel or our designees regarding any infringement, challenge or claim. We will have discretion to take action as we deem appropriate regarding any infringement, challenge or claim, and the sole right to control exclusively any litigation or other proceeding arising out of any infringement, challenge or claim under any Copyrighted Works, Confidential Information or Trade Secrets. You must sign any and all instruments and documents, give the assistance, and do acts and things that may, in the opinion of our counsel, be necessary to protect and maintain our interests in any litigation or proceeding or to protect and maintain our interests in the Copyrighted Works, Confidential Information or Trade Secrets.

We have the right to inspect, copy, and use all records regarding the customers, suppliers and other service providers related in any way to your MH Business. This includes, without limitation, all databases (whether in print, electronic, or other form), all names, addresses, phone numbers, email addresses and customer purchase records. We may use or transfer the records in any way we wish, both before and after any termination, expiration, repurchase, transfer or otherwise. We may contact any or all of your customers, suppliers and other service providers for quality control, market research and such other purposes as we deem appropriate, at our sole discretion.

You must disclose to us all ideas, techniques and products concerning the development and operation of your MH Business that you or your employees conceive or develop during the term of the Franchise Agreement. You must grant to us an assignment of these ideas, techniques and products concerning the development and operation of your MH Business that you or your employees conceive or develop during the term of the Franchise Agreement in all massage and related facilities or businesses that you operate. We will have no obligation to make any lump sum or on-going payments to you regarding any idea, concept, method, technique or product. You must agree you will not use nor will you allow any other person or entity to use these ideas, techniques or products without obtaining our prior written approval.

No patents or patents pending are material to us at this time.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must personally participate in the operation of your MH Business, or if you are a business entity, an equity interest owner you designate ("**Managing Owner**") must personally participate in the operations of your MH Business. You must also appoint, and we must approve, a "**Designated Retreat**

Director” to act as the operating manager for your MH Business you operate. You must also employ a Lead Therapist. Your Designated Retreat Director and Lead Therapist are required to attend the Initial Training Program to be properly trained to operate your MH Business according to our brand standards. The Designated Retreat Director is not required to have an equity interest in your entity.

If you are an entity, each person holding an ownership interest greater than 5% in you must sign an owners agreement, the form of which is attached to the Franchise Agreement as Attachment B. We also require that the spouses of your entity’s owners sign the owners agreement. Any Designated Retreat Director, officer, director, manager or other person owning less than a 5% ownership interest in the franchisee entity, must sign the “**System Protection Agreement**,” the current form of which is attached to this Franchise Disclosure Document in **Exhibit G**. All of your employees, independent contractors, agents or representatives that may have access to our Confidential Information must sign a confidentiality agreement (unless they already signed a System Protection Agreement), the current form of which is attached to this Franchise Disclosure Document in **Exhibit G**.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must sell or offer for sale only those services and products authorized by us and which meet our standards and specifications. You must follow our policies, procedures, methods, and techniques. You must sell or offer for sale all types of services and products specified by us. We may change or add to our required services and products at our discretion with prior notice to you (See Item 8). If we change or add to our required services and products, the changes or additions will remain in permanent effect, unless we specify otherwise. The amount you must pay for the changes or additions will depend upon the nature and type of changes or additions. You must discontinue selling and offering for sale any services or products that we disapprove. Unless otherwise prohibited by applicable law, we reserve the right to establish minimum and maximum prices for services and products you sell or offer for sale. You will also be required to participate in all system-wide promotions and advertising campaigns that we create. You will also be required to use specified vendors for specified services that we require system-wide.

In addition, you must honor the memberships of clients of other franchised MH Businesses or of other MH Businesses operated by us and our affiliates, and allowing their members to use your location without additional charge or as stated in the Brand Standards Manual. As set forth in the Brand Standards manual, we will administer the transactions between the MH Businesses, including collections and payments for the guests and members who use locations in this manner. The uniformity of services at all locations is critically important to the success of your Franchise and to the success of our System.

You may not sell products through other channels of distribution such as wholesale, Internet or mail order sales. You may not establish an account or participate in any social networking sites (including, without limitation, Facebook, Twitter or any other social or professional networking site or blog) or mention or discuss the Franchise, us or our affiliates, without our prior written consent and as subject to our online policy. Our online policy may completely prohibit you from any use of the Marks in social networking sites or other online use. You may not provide any goods or services related to the operation of your MH Business that we have not approved. Otherwise, except as provided in Item 12, we place no restrictions upon your ability to serve customers provided you do so from the Retreat under our policies.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

These tables list important provisions of the Franchise Agreement and related agreements. You should read these provisions in the agreements attached to this Franchise Disclosure Document.

Provision	Section in Franchise Agreement	Summary
a. Length of the term of the Franchise	Section 3	10 years.
b. Renewal or extension of the term	Section 3	If you are in good standing and you meet other requirements, you may add one successor term of 10 years.
c. Requirements for Franchisee to renew or extend	Section 3	The term “renewal” refers to extending our franchise relationship at the end of your initial term and any other renewal or extension of the initial term. If we consent to such renewal or extension, your successor franchise rights permit you to remain as a Franchisee after the initial term of your Franchise Agreement expires. We may require you to upgrade or to relocate your Retreat. You must be in substantial compliance with your current franchise agreement, sign our then-current franchise agreement and any ancillary documents for the successor term, and this new franchise agreement may have materially different terms and conditions (including for example, higher Royalty and Brand Fund Contributions) from the Franchise Agreement that covered your initial term; sign a general release; provide proof of current licenses, permits and insurance; pay the successor franchise fee; upgrade the Club, technology, vehicle, and comply with all current requirements of the Brand Standards Manual.
d. Termination by Franchisee	Section 17	You may terminate the Franchise Agreement if you are in compliance with it and we are in material breach and we fail to cure that breach within 30 days of receiving written notice.
e. Termination by franchisor without “cause”	Not Applicable	We can terminate without cause if you and we mutually agree to terminate.
f. Termination by franchisor with “cause”	Section 17	We can terminate upon certain violations of the Franchise Agreement by you.
g. “Cause” defined – curable defaults	Section 17	You have 3 days to cure health, safety, or sanitation law violations or failure to operate safely. You have 10 days to cure monetary defaults. You have 30 days to cure failure to maintain standards; failure to obtain franchisor consent where required; default of lease or other agreement with franchisor; failure to

Provision	Section in Franchise Agreement	Summary
		submit reports or report gross revenues, or other defaults that are not non-curable defaults.
h. “Cause” defined – defaults which cannot be cured	Section 17	Franchisee engages in any conduct or practice that is fraudulent, unfair, unethical, or a deceptive practice; franchisee intentionally or negligently discloses to any unauthorized person the contents of or any part of the Brand Standards Manual, Confidential Information or Trade Secrets of Franchisor; Franchisee voluntarily abandons the MH Business for a period of 5 consecutive days; Franchisee becomes insolvent or declares or is adjudged bankrupt; Franchisee is charged or convicted of any felony charge, or a crime involving moral turpitude; Franchisee has received 3 notices of default with respect to Franchisee’s obligations hereunder from Franchisor within a 12-month period; Franchisee sells, transfers the franchise without complying with the transfer provisions; Franchisee fails to comply with guidelines regarding the Marks; Franchisee submits two or more times a report understating revenue by 2% or more; Franchisee fails to submit a report; Franchisee purports to sell, sells or offers for sale any unauthorized merchandise, product or service or engages in any unauthorized business or under the Marks or under a name or mark which is confusingly similar to the Marks; and Franchisee contests in any the validity of or Franchisor’s ownership of the Marks or copyrighted materials; Franchisee takes any action which it purports to merge, consolidate, dissolve or liquidate its entity without Franchisor’s prior written consent; Franchisee fails to complete initial training; Franchisee makes any material misrepresentations; Franchisee fails to open.
i. Franchisee’s obligations on termination/non-renewal	Sections 14 & 17	Obligations include complete de-identification, payment of amounts due and return of the Brand Standards Manual, all Confidential Information, Trade Secrets and records; and compliance with the restrictive covenants.
j. Assignment of contract by franchisor	Section 15	No restriction on our right to assign.
k. “Transfer” by Franchisee – defined	Section 15	Includes any voluntary, involuntary, direct or indirect assignment, sale, gift, exchange, grant of a security interest or change of ownership in the Franchise Agreement, the Franchise, or interest in the Franchise.
l. Franchisor approval of transfer by franchisee	Section 15	We must approve all transfers.

Provision	Section in Franchise Agreement	Summary
m. Conditions for franchisor approval of transfer	Section 15	If we have not exercised right of first refusal; proposed transfer is at least one year after opening; new owner must have sufficient business experience and financial resources to operate the franchise; you must pay all amounts due; new owner must complete the Initial Training Program; your landlord must consent to transfer of lease; you must pay transfer fees; you must sign a general release in favor of us; new owner must agree to bring the Retreat up to current standards; new owner signs a new franchise agreement in the then-current form and other required ancillary documents, including an owner's agreement; you agree to not engage in a competitive business for 2 years within 15 miles of that franchise or another MH Franchise; pay all of franchisor's actual costs of transfer, including legal fees, commissions, finder's fees, placement fees and other costs; franchisee executes non-compete.
n. Franchisor's right of first refusal to acquire Franchisee's business	Section 16	We have 30 days to match any offer for your business.
o. Franchisor's option to purchase Franchisee's business	Section 16	We may, but are not required to, purchase your entity doing business as a MH Business, its inventory or equipment at fair market value if your MH Franchise expires without extension or is terminated for any reason. We have 30 days after the date of termination or expiration to exercise this option.
p. Death or disability of Franchisee	Section 15.9	The Franchise Agreement must be transferred or assigned to a qualified party within 180 days of death or disability or the Franchise Agreement may be terminated. Your estate or legal representative must apply to us for the right to transfer to the next of kin within 120 calendar days of your death or disability.
q. Non-competition covenants during the term of the Franchise	Section 14	Neither you, your co-Franchisees, nor any immediate family members of you or your co-Franchisees may have an ownership interest in, loan money to, or perform services for a competitive business anywhere; you may not interfere with our or our other franchisees' MH Franchises. Further, you may not solicit or hire an employee or independent contractor of any MH Franchise without their written permission, or any employee or independent contractor of ours or our affiliate(s) without our or our affiliate's written permission.

Provision	Section in Franchise Agreement	Summary
r. Non-competition covenants after the Franchise is terminated or expires	Section 14	Franchisee as an individual or as representative of Franchisee entity, if applicable, cannot have an interest in, own, manage, operate, finance, control, or participate in any competitive business within 15 miles of the Franchise or any MH Franchise, either opened or under development, for 2 years. Further, they may not solicit any customer of the Franchise or any MH Franchise for 2 years.
s. Modification of agreement	Sections 2.3& 21.12	No modifications of Franchise Agreement during term unless agreed to in writing by both parties, but the Brand Standards Manual is subject to change at any time in our discretion.
t. Integration/merger clause	Section 21	Only the terms of the Franchise Agreement and attachments to Franchise Agreement are binding (subject to state law). Any representations or promises made outside the Franchise Disclosure Document and the Franchise Agreement and attachments to Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 20	Except for certain claims, all disputes must be mediated and arbitrated in the principal city closest to our principal place of business (currently, San Antonio, Texas).
v. Choice of forum	Section 20	All disputes must be mediated and arbitrated, and if applicable, litigated in the principal city closest to our principal place of business (currently, San Antonio, Texas).
w. Choice of law	Section 21.1	Texas law applies.

ITEM 18 PUBLIC FIGURES

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

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

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

As of December 31, 2018, we had 128 franchised MH Businesses ("**Franchised Locations**") and four affiliate-owned MH Businesses. This Item 19 provides a historical financial performance

representation for the 120 Franchised Locations that (a) were in operation for 12 months or longer as of December 31, 2018; and (b) were operating a Retreat with at least eight treatment areas (“**Reporting Group**”) for the period from January 1, 2018 to December 31, 2018 (“**Reporting Period**”). A total of eight Franchised Locations that closed during the Reporting Period have been excluded from the Reporting Group. In 2019, we implemented a new layout model that reduces the footprint of our Retreat. All Franchises sold under the current Franchise Disclosure Document will operate under this new layout. We have selected this subset because under our new layout, Retreats will have at least eight treatment areas.

The financial performance information in this Item 19 was prepared from sales records and reports of the Franchised Locations in the Reporting Group. The numbers have not been audited but we have no reason to doubt their accuracy. We have divided the Reporting Group into four “**Quartile(s)**” based on annual Gross Revenue during the Reporting Period. Quartile 1 reflects the MH Businesses with the highest 25% in Gross Revenue, Quartile 2 reflects the 50th to 75th percentile, Quartile 3 reflects the 25th to 50th percentile and Quartile 4 reflects the lowest 25%. The average, median, high and low number of treatment areas for each Quartile is provided in Notes 5-8 below.

**Average Gross Revenues and Other Selected Statistics
For the Reporting Group during the Reporting Period**

Quartile	Average Annual Gross Revenues⁽¹⁾	Average Annual Gross Revenue Per Treatment Area⁽²⁾	Average Member Base (As of December 31, 2018)⁽³⁾	Average Annual Service Units⁽⁴⁾
1 ⁽⁵⁾	\$1,173,829 ^(5a)	\$94,098 ^(5b)	1,218 ^(5c)	17,387 ^(5d)
2 ⁽⁶⁾	\$738,552 ^(6a)	\$67,730 ^(6b)	702 ^(6c)	10,645 ^(6d)
3 ⁽⁷⁾	\$558,191 ^(7a)	\$52,767 ^(7b)	538 ^(7c)	8,420 ^(7d)
4 ⁽⁸⁾	\$380,602 ^(8a)	\$38,203 ^(8b)	366 ^(8c)	5,953 ^(8d)

Notes:

1. The term “**Gross Revenues**” means the total selling price of all services and products sold at or from or through the MH Business you operate, whether or not sold or performed at or from the MH Business you operate, including the full redemption value of any gift certificate or coupon sold for use at a MH Business (fees retained by or paid to third party sellers of such gift certificates or coupons are not excluded from this calculation), and including all proceeds from any business interruption insurance and all income, revenue and consideration of every other kind and nature related to your MH Business operation, whether for cash or credit and regardless of collection in the case of credit.
2. “**Average Gross Revenue per Treatment Area**” is defined as the total Gross Revenue of the MH Business divided by the number of treatment areas in the Retreat.
3. “**Member Base**” is defined as the total number of paying members.
4. “**Service Unit**” is defined as one hour of service.
5. Quartile #1 is comprised of 30 MH Businesses.
 - a. The annual Gross Revenues for Quartile #1 ranged from \$851,044 and \$2,051,179. Thirteen of these MH Businesses (43%) met or exceeded the shown average. The median annual Gross Revenue for Quartile #1 was \$1,130,908.

- b. The annual Gross Revenue per treatment area for Quartile #1 ranged from \$64,270 and \$128,199. Fourteen of these MH Businesses (47%) met or exceeded the shown average. The median annual Gross Revenue per treatment area for Quartile #1 was \$90,755.
 - c. The memberships for Quartile #1 ranged from 728 and 2,632. Fourteen of these MH Businesses (47%) met or exceeded the average. The median number of memberships for Quartile #1 was 1,193.
 - d. The annual average Service Units for Quartile #1 ranged from 11,866 and 33,552. Thirteen of these MH Businesses (43%) met or exceeded the shown average. The median annual Service Units for Quartile #1 was 16,704.
 - e. The average number of treatment areas for Quartile #1 was 13. The number of treatment areas ranged from 8 and 23. Eleven of these MH Business (37%) met or exceeded the average. The median number of treatment areas for Quartile #1 was 11.
6. Quartile #2 is comprised of 30 MH Businesses.
- a. The annual Gross Revenue for Quartile #2 ranged from \$635,208 and \$848,777. Fifteen of these MH Business (50%) met or exceeded the shown average. The median annual Gross Revenue for Quartile #2 was \$744,334.
 - b. The annual Gross Revenue per treatment area for Quartile #2 ranged from \$46,183 and \$85,582. Sixteen of these reporting MH Businesses (53%) met or exceeded the shown average. The median annual Gross Revenue per treatment area for Quartile #2 was \$70,805.
 - c. The memberships for Quartile #2 ranged from 512 and 961. Ten of these MH Businesses (33%) met or exceeded the shown average. The median number of memberships for Quartile #2 was 683.
 - d. The annual average Service Units for Quartile #2 ranged from 8,794 and 12,345. Seventeen of these MH Businesses (57%) met or exceeded the shown average. The median annual Service Units for Quartile #2 was 10,774.
 - e. The average number of treatment areas for Quartile #2 was 11. The number of treatment areas ranged from 8 and 17. Eighteen of these MH Business (60%) met or exceeded the average. The median number of treatment areas for Quartile #2 was 11.
7. Quartile #3 is comprised of 30 MH Businesses.
- a. The annual Gross Revenue for Quartile #3 ranged from \$484,015 and \$628,660. Eighteen of these MH Businesses (60%) met or exceeded the shown average. The median annual Gross Revenue for Quartile #3 was \$561,792.
 - b. The annual Gross Revenue per treatment area for Quartile #3 ranged from \$33,961 and \$73,430. Fourteen of these MH Businesses (47%) met or exceeded the shown average. The median annual Gross Revenue per treatment area for Quartile #3 was \$51,562.
 - c. The memberships for Quartile #3 ranged from 282 and 843. Eleven of these MH Businesses (37%) met or exceeded the shown average. The median number of memberships for Quartile #3 was 500.
 - d. The annual average service units for Quartile #3 ranged from 6,925 and 10,073. Fifteen of these MH Businesses (50%) met or exceeded the shown average. The median annual service units for Quartile #3 was 8,398.
 - e. The average number of treatment areas for Quartile #3 was 11. The number of treatment areas ranged from 8 and 15. Sixteen of these MH Business (53%) met or exceeded the average. The median number of treatment areas for Quartile #3 was 11.

8. Quartile #4 is comprised of 30 MH Businesses.
 - a. The annual Gross Revenue for Quartile #4 ranged from \$208,367 and \$474,262. Eighteen of these MH Businesses (60%) met or exceeded the shown average. The median annual Gross Revenue for Quartile #4 was \$411,933.
 - b. The annual Gross Revenue per treatment area for Quartile #4 ranged from \$17,598 and \$54,699. Seventeen of these MH Businesses (57%) met or exceeded the shown average. The median annual Gross Revenue per treatment area for Quartile #4 was \$39,657.
 - c. The memberships for Quartile #4 ranged from 131 and 559. Fifteen of these MH Businesses (50%) met or exceeded the shown average. The median number of memberships for Quartile #4 was 361.
 - d. The annual average service units for Quartile #4 ranged from 3,344 and 8,939. Fifteen of these MH Businesses (50%) met or exceeded the shown average. The median annual service units for Quartile #4 was 5,951.
 - e. The average number of treatment areas for Quartile #4 was 10. The number of treatment areas ranged from 8 and 16. Sixteen of these MH Business (53%) met or exceeded the average. The median number of treatment areas for Quartile #4 was 10.
9. The financial performance representations above do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the Gross Revenues figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchised business. Franchisees or former franchisees, listed in the Disclosure Document, may be one source of this information.

Written substantiation of all data illustrated above will be made available to you upon reasonable request.

Some outlets have sold this amount. Your individual results may differ. There is no assurance you'll sell as much.

Other than the preceding financial performance representation, Massage Heights Franchising, LLC does not make any financial performance representations. 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 Shane Evans at 13750 US Hwy 281 North, Suite 230, San Antonio, TX 78232 and 210-402-0777, 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 2016-2018**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2016	120	130	+10
	2017	130	134	+4
	2018	134	128	-6

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Company-Owned*	2016	2	2	0
	2017	2	2	0
	2018	2	4	+2
Total Outlets	2016	122	132	+10
	2017	132	136	+4
	2018	136	132	-4

*These four locations are owned by our affiliates.

Table No. 2

**Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2016-2018**

State	Year	Number of Transfers
California	2016	2
	2017	5
	2018	1
Florida	2016	0
	2017	1
	2018	0
Georgia	2016	0
	2017	1
	2018	1
Iowa	2016	0
	2017	0
	2018	0
Maryland	2016	1
	2017	0
	2018	0
Michigan	2016	0
	2017	1
	2018	0
North Carolina	2016	2
	2017	0
	2018	0
Texas	2016	2
	2017	4
	2018	5

State	Year	Number of Transfers
Totals	2016	7
	2017	12
	2018	7

Table No. 3

**Status of Franchised Outlets
For Years 2016-2018**

State	Year	Outlets at Start of the Year	Outlets Added	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of the Year
Arizona	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
California	2016	18	0	0	0	0	0	18
	2017	18	0	3	0	0	0	15
	2018	15	0	1	0	0	0	14
Colorado	2016	3	0	0	0	0	0	3
	2017	3	2	0	0	0	0	5
	2018	5	1	1	0	0	0	5
Florida	2016	8	1	0	0	0	0	9
	2017	9	1	1	0	0	0	9
	2018	9	0	0	0	0	0	9
Georgia	2016	6	0	0	0	0	0	6
	2017	6	2	1	0	0	0	7
	2018	7	0	0	0	0	0	7
Illinois	2016	0	1	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Indiana	2016	0	0	0	0	0	0	0
	2017	0	2	0	0	0	0	2
	2018	2	0	0	0	0	0	2

State	Year	Outlets at Start of the Year	Outlets Added	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of the Year
Iowa	2016	7	1	0	0	0	0	8
	2017	8	1	0	0	0	0	9
	2018	9	0	0	0	0	0	9
Kansas	2016	3	0	0	0	0	0	3
	2017	3	0	0	0	0	0	3
	2018	3	0	0	0	0	0	3
Maryland	2016	3	0	0	0	0	0	3
	2017	3	0	0	0	0	0	3
	2018	3	0	2	0	0	0	1
Michigan	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Missouri	2016	5	0	0	0	0	0	5
	2017	5	0	0	0	0	0	5
	2018	5	0	0	0	0	0	5
Nebraska	2016	1	0	0	0	0	0	1
	2017	1	1	0	0	0	0	2
	2018	2	0	0	0	0	0	2
Nevada	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
New Hampshire	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
New Jersey	2016	0	0	0	0	0	0	0
	2017	0	2	0	0	0	0	2
	2018	2	0	0	0	0	0	2
New York	2016	1	0	1	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0

State	Year	Outlets at Start of the Year	Outlets Added	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of the Year
North Carolina	2016	5	1	0	0	0	0	6
	2017	6	1	0	0	0	0	7
	2018	7	0	1	0	0	0	6
Ohio	2016	3	0	0	0	0	0	3
	2017	3	0	0	0	0	0	3
	2018	3	0	0	0	0	0	3
Pennsylvania	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Tennessee	2016	2	0	0	0	0	0	2
	2017	2	0	1	0	0	0	1
	2018	1	0	0	0	0	0	1
Texas	2016	44	8	1	0	0	0	51
	2017	51	3	3	0	0	0	51
	2018	51	3	2	0	2	0	50
Virginia	2016	3	1	0	0	0	0	4
	2017	4	0	1	0	0	0	3
	2018	3	0	1	0	0	0	2
Washington	2016	2	0	1	0	0	0	1
	2017	1	0	1	0	0	0	0
	2018	0	0	0	0	0	0	0
Totals	2016	120	13	3	0	0	0	130
	2017	130	15	11	0	0	0	134
	2018	134	4	8	0	2	0	128

Table No. 4**Status of Company-Owned Outlets
For Years 2016-2018**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Texas*	2016	2	1	0	0	1	2
	2017	2	0	0	0	0	2
	2018	2	0	2	0	0	4
Totals	2016	2	1	0	0	1	2
	2017	2	0	0	0	0	2
	2018	2	0	2	0	0	4

*These outlets are owned by our affiliates.

Table No. 5**Projected Openings as of
December 31, 2018 for 2019**

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Colorado	0	1	0
Florida	2	1	0
Georgia	1	0	0
Illinois	1	0	0
Indiana	1	0	0
Michigan	0	1	0
South Carolina	0	1	0
Texas	5	2	0
Totals	10	6	0

The names, addresses and telephone numbers of our current Franchisees are attached to this Franchise Disclosure Document as **Exhibit C**.

The name and last known address and telephone number of every current franchisee and every franchisee who has had a Retreat terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a Massage Heights franchise agreement during the one-year

period ending December 31, 2018, or who has not communicated with us within ten weeks of the date of this Franchise Disclosure Document is listed in **Exhibit C**. During the last three fiscal years, certain current and former franchisees have signed confidentiality clauses restricting their ability to speak openly about their experiences with the Massage Heights franchise system. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experiences with the Massage Heights franchise system. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you. If you buy a Massage Heights franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In February 2011, we formed the TEAM Council. The TEAM Council is currently chaired by MH Franchising's Chief Executive Officer, Shane Evans. Mrs. Evans can be reached at sevans@massageheightsfranchising.com.

ITEM 21 FINANCIAL STATEMENTS

Exhibit A contains the financial statements required to be included with this Franchise Disclosure Document: audited financial statements for the periods ending December 31, 2018, December 31, 2017 and December 31, 2016. Our fiscal year end is December 31.

ITEM 22 CONTRACTS

Attached are the following agreements proposed for use in connection with our offering of franchises:

Exhibit B	Franchise Agreement
Exhibit E	State Addenda and Agreement Riders
Exhibit G	Contracts for use with the MH Franchise

ITEM 23 RECEIPT

The last pages of this Franchise Disclosure Document, **Exhibit I**, are a detachable document, in duplicate. Please detach, sign, date and return one copy of the Receipt to us, acknowledging that you received this Franchise Disclosure Document. Please keep the second copy for your records.

EXHIBIT A
FINANCIAL STATEMENTS



Massage Heights Franchising, LLC

Financial Statements
December 31, 2018, 2017 and 2016



BDO

Massage Heights Franchising, LLC

Financial Statements
December 31, 2018, 2017 and 2016

Massage Heights Franchising, LLC

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San Antonio, TX 78230

Independent Auditor's Report

To the Members and Managers
Massage Heights Franchising, LLC
San Antonio, Texas

We have audited the accompanying financial statements of Massage Heights Franchising, LLC, which comprise the balance sheets as of December 31, 2018 and 2017, and the related statements of operations, changes in members' equity, and cash flows for the three years ended December 31, 2018, 2017 and 2016, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Massage Heights Franchising, LLC as of December 31, 2018 and 2017, and the results of its operations and its cash flows for the three years ended December 31, 2018, 2017 and 2016, in accordance with accounting principles generally accepted in the United States of America.

BDO USA, LLP

April 26, 2019

Financial Statements

Massage Heights Franchising, LLC

Balance Sheets

<i>December 31,</i>	2018	2017
Assets		
Current assets		
Cash and cash equivalents	\$ 191,317	\$ 343,454
Accounts receivable, trade	634,134	617,112
Accounts receivable, National Advertising Fund	-	63,154
Other receivables	28,354	27,376
Prepaid expenses	51,453	96,561
Total current assets	905,258	1,147,657
Property and equipment - net	140,728	200,483
Intangible assets - net	7,127	11,627
Due from related parties	1,165,857	803,276
Total assets	\$ 2,218,970	\$ 2,163,043
Liabilities and Members' Equity		
Liabilities		
Accounts payable and accrued expenses	\$ 517,634	\$ 705,976
Accounts payable, National Advertising Fund	9,362	-
Deferred revenue, gift cards and gift certificates	777,934	788,233
Deferred franchise fees	119,650	107,000
Total liabilities	1,424,580	1,601,209
Members' equity	794,390	561,834
Total liabilities and members' equity	\$ 2,218,970	\$ 2,163,043

See accompanying notes to financial statements.

Massage Heights Franchising, LLC

Statements of Operations

<i>Years ended December 31,</i>	2018	2017	2016
Revenues			
Franchise fees	\$ 267,225	\$ 493,933	\$ 684,917
Area development fees	-	358,000	258,000
Royalties	4,842,763	4,605,307	4,230,458
Other franchise fees	1,293,332	1,197,094	1,178,926
Total revenues	6,403,320	6,654,334	6,352,301
Cost of sales			
Developer commissions and royalties	1,099,455	1,191,581	1,411,893
Other cost of sales	806,396	737,362	717,317
Total cost of sales	1,905,851	1,928,943	2,129,210
Gross profit	4,497,469	4,725,391	4,223,091
Operating expenses			
Payroll and related costs	2,103,888	2,023,699	1,744,883
Professional services	427,197	208,551	128,338
General and administrative	1,248,568	1,093,803	985,059
Marketing	151,661	284,320	482,646
Depreciation and amortization	73,966	63,577	102,735
Total operating expenses	4,005,280	3,673,950	3,443,661
Operating income	492,189	1,051,441	779,430
Other income (expenses)			
Other income (expense)	(343)	1,037	(1,607)
Franchise tax expense	(14,734)	(118)	(39,231)
Total other (expenses) income	(15,077)	919	(40,838)
Net Income	\$ 477,112	\$ 1,052,360	\$ 738,592

See accompanying notes to financial statements.

Massage Heights Franchising, LLC
Statements of Changes in Members' Equity

	Members' Equity
Balance, December 31, 2015	\$ 227,306
Distributions	(460,835)
Stock compensation expense	58,164
Net income	738,592
Balance, December 31, 2016	563,227
Distributions	(1,061,016)
Stock compensation expense	7,263
Net income	1,052,360
Balance, December 31, 2017	561,834
Distributions	(244,556)
Net income	477,112
Balance, December 31, 2018	\$ 794,390

See accompanying notes to financial statements.

Massage Heights Franchising, LLC

Statements of Cash Flows

<i>For the years ended December 31,</i>	2018	2017	2016
Operating activities			
Net income	\$ 477,112	\$ 1,052,360	\$ 738,592
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	73,966	63,577	102,735
Loss on disposal of property and equipment	-	1,613	-
Stock compensation expense	-	7,263	58,164
Changes in operating assets and liabilities:			
Accounts receivable, trade	(17,022)	(79,534)	(149,008)
Accounts receivable, National Advertising Fund	63,154	29,812	(71,289)
Other receivables	(978)	(23,810)	(3,337)
Prepaid expenses	45,108	(57,626)	67,279
Due from related parties	(362,581)	(250,191)	(267,413)
Accounts payable and accrued expenses	(178,980)	230,748	(34,059)
Deferred revenue, gift cards and certificates	(10,299)	(7,277)	156,398
Deferred franchise and regional development fees	12,650	(45,583)	70,083
Net cash provided by operating activities	102,130	921,352	668,145
Investing activities			
Purchases of property and equipment	(9,711)	(89,208)	(100,264)
Net cash used in investing activities	(9,711)	(89,208)	(100,264)
Financing activities			
Distributions to members	(244,556)	(1,061,016)	(460,835)
Net cash used in financing activities	(244,556)	(1,061,016)	(460,835)
Net (decrease) increase in cash and cash equivalents	(152,137)	(228,872)	107,046
Cash and cash equivalents, beginning of year	343,454	572,326	465,280
Cash and cash equivalents, end of year	\$ 191,317	\$ 343,454	\$ 572,326
Supplemental cash flow disclosures			
Cash paid for franchise tax	\$ 11,864	\$ 10,244	\$ 30,773

See accompanying notes to financial statements.

Massage Heights Franchising, LLC

Notes to Financial Statements

1. Nature of Business and Summary of Significant Accounting Policies

Nature of Business and Affiliates

Massage Heights Franchising, LLC (the "Company"), was organized as a Texas limited liability company in January 2007 for the purpose of franchising massage clinics and regional development rights, and supporting the operations of the franchised "retreats" at locations throughout the United States. The Company commenced doing business on January 10, 2007.

The Company shares ownership with eleven entities doing business in the massage industry (see Note 4). Massage Heights, LP (MHLP), Hufstetler, Evans, and Franson, LLC (HEF), Northbound 35, LLC (NB35), Massage Heights IP, LLC (MHIP), AT2, LLC (AT2), AT2 Cedar Park, LLC (AT2 CP), AT2 TPC, LLC (TPC), MH TPC, LLC (MHTPC), Summit Massage Supply, LLC (Summit), Elevated Brands, LLC, TGP Franchising, LLC (TGP) and MH Shavano Park, LLC (MH Shavano). MHLP, HEF, and NB35 are each operating Massage Heights retreats. MHIP is a licensor of intellectual property. Summit is a provider of massage equipment and massage lotions and oils to franchisee and corporate owned locations. SWG International, LLC (SWG) is the Company's parent. The Company has no other predecessors or affiliates. This financial statement includes the accounts of the Company only.

The franchising activities of the Company are regulated by the Federal Trade Commission and the various state authorities.

A summary of significant accounting policies follows:

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

Use of Estimates

Preparation of the Company's financial statements in accordance with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of any contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers all highly liquid instruments purchased with an original maturity of three months or less to be cash equivalents. The Company continually monitors its positions with, and the credit quality of, the financial institutions with which it invests. The Company has experienced no historical loss as a result of this risk.

Accounts Receivable

Accounts receivable arise in the normal course of business through franchise sales and royalties earned. The Company performs credit evaluations of prospective franchisees and does not require collateral. Upon entering into franchise agreements with franchisees, if the Company grants credit to the franchisee, it records accounts receivable which is then monitored and adjusted when deemed uncollectible. Management has deemed all accounts receivable fully collectible as of December 31, 2018 and 2017, respectively, and therefore, has not established a reserve for uncollectible accounts. There were no bad debts recognized for the year ended December 31, 2018 and 2016. For the year ended December 31, 2017, bad debt expense amounted to \$3,758.

Massage Heights Franchising, LLC

Notes to Financial Statements

1. Nature of Business and Summary of Significant Accounting Policies (Continued)

Reclassifications

Certain prior year balances have been reclassified to conform to current year presentation.

Prepaid Expenses

Prepaid expenses consist of amounts for services paid in advance. These amounts will be charged to expense as the services are received over the next twelve months.

Property and Equipment

Property and equipment are stated at historical cost. Depreciation is provided using straight-line method based on the estimated useful lives of the related assets (which ranges from three to seven years). Additions that extend the lives of the assets are capitalized, while repairs and maintenance costs are expensed as incurred. Leasehold improvements are amortized over the life of the lease or service life of the improvement, whichever is shorter, using the straight-line method.

Fair Value and Impairment of Long-Lived Assets

Property and equipment and intangible assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. The determination of recoverability is made based upon the estimated undiscounted future net cash flows, excluding interest expense. The amount of impairment loss, if any, is determined by comparing the fair value with the carrying value of the related assets. The amount of the impairment loss is equal to the excess of the asset's carrying value over its estimated fair value. No impairments were recorded during the year ended December 31, 2018, 2017 and 2016.

Intangible Assets

Intangible assets consist principally of franchisee operational manuals. The Company has established an intangible asset for the cost of franchisee operational manuals purchased and developed externally. The useful life of an intangible asset is the period over which the asset is expected to contribute directly or indirectly to future cash flows.

The Company has adopted Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 350, *Intangibles - Goodwill and Other* that requires that goodwill and intangible assets with indefinite lives (such as intellectual property) no longer be amortized to earnings but be tested for impairment at least annually. Intangible assets with finite lives (such as operations manuals) are amortized over their estimated useful lives. See Note 3.

Revenue Recognition

Initial franchise fees will be recognized as revenue when the material services and conditions required to be performed by the Company have been substantially completed. Initial franchise fees collected by the Company before the material services and conditions have been substantially performed will be recorded as deferred franchise fees.

Massage Heights Franchising, LLC

Notes to Financial Statements

1. Nature of Business and Summary of Significant Accounting Policies (Continued)

Revenue Recognition (Continued)

The Company currently offers multiple unit developer agreements that grant to the purchaser the sole rights to develop and service unit franchises within a specific geographical area. Such rights are for 10-year terms and have renewal options for one additional ten year period if all terms and conditions are met. The Company has sold developer agreements for territories in the United States and Canada. Revenue is earned when material services and conditions have been substantially performed.

Royalties

Revenue from continuing franchise fees ("royalties") is based on a percentage of franchise sales subject to royalties, which ranges from five-percent (5%) to six-percent (6%) based on the franchise agreement, and is recognized as income by the Company when earned.

Software Fees

The Company charges a monthly fee for the maintenance and support of proprietary computer systems and software. Under the terms of the various franchise agreements in effect each franchisee pays a monthly fee of \$350 to \$550 per month. The fees are billed and collected monthly and are recognized by the Company as revenue when earned. Software fees amounted to \$836,008, \$843,050 and \$778,608 for the years ended December 31, 2018, 2017 and 2016, respectively, which is included in other franchise fees in the statements of operations.

Gift Certificates

The Company offers "Massage Heights Franchising" gift certificates through the Company's website. This revenue is recorded as a liability until the certificate is redeemed at a retreat. The Company settles the liability with the retreat during the Company's biweekly franchise settlement process by paying the retreat the amount of the total redeemed gift certificates.

The Company's franchisees also offer gift certificates for services for sale. All franchisee gift certificate sales are received by the franchisee and recorded as a liability. The Company collects a royalty on the sale of the gift certificate at the point of sale. If the franchise gift certificate is redeemed by a different retreat than sold the gift certificate the settlement of the liability between franchisee is completed during the Company's biweekly franchise settlement process. As of December 31, 2018 and 2017, gift card liability amounted to \$777,934 and \$708,233, which is included in deferred revenue, gift cards and gift certificates account in the balance sheets.

Advertising Fund

A separate advertising fund, the National Advertising Fund, is maintained to promote general brand recognition of the Massage Heights Franchise system, services and products sold by franchisees. Advertising materials and services are provided to the franchisees through the advertising fund. Under the terms of the various franchise agreements in effect, each franchisee contributes one to three percent of gross revenues of the franchise to the advertising fund.

The Company accounts for the receipt of advertising fees as a liability. The Company pays various expenses for the advertising fund throughout the year and should the Company spend funds in excess of what it collects, the excess shall be recorded as a receivable against which future advertising fees will offset.

Massage Heights Franchising, LLC

Notes to Financial Statements

1. Nature of Business and Summary of Significant Accounting Policies (Continued)

Advertising Fund (Continued)

The following information is unaudited:

The amounts contributed to the National Advertising Fund for the years ended December 31, 2018, 2017 and 2016 were \$2,176,590, \$2,146,025 and \$1,972,492, respectively. The amounts expended by the National Advertising Fund for the years ended December 31, 2018, 2017 and 2016 were \$3,004,969, \$2,332,584 and \$1,925,286, respectively. As of December 31, 2018 the amount due to the National Advertising Fund is recorded on the Company's balance sheet as accounts payable, national advertising fund, for \$9,362. In previous years ended December 31, 2017 and 2016, the amounts due from the National Advertising Fund were recorded as accounts receivable, national advertising fund, in the amount of \$63,154 and \$92,966, respectively. At December 31, 2018 and 2017, the national advertising fund had cash on hand of \$72,967 and \$313,700, respectively.

Fair Value of Financial Instruments

For certain of the Company's financial instruments, including cash and cash equivalents, accounts receivable, accounts payable and accrued expenses, the carrying amounts approximate fair value due to their short maturities.

Income Taxes

As a limited liability company, the Company's taxable income or loss is allocated to members in accordance with their respective percentage ownership. Therefore, no provision or liability for federal or state income taxes has been included in the financial statements. The state of Texas levies a franchise tax on Texas domestic limited liability companies. Franchise tax expense is included, franchise tax expense account in the statements of operations and amounted to \$14,734, \$118 and \$39,231 for the years ended December 31, 2018, 2017 and 2016, respectively.

Concentrations

The Company maintains cash balances in financial institutions participating in the Federal Deposit Insurance Corporation (FDIC) program whereby cash deposits are insured for up to \$250,000. Cash balances in their financial institutions have at times exceeded the FDIC insured amounts. However, the Company has not experienced any related losses in such accounts.

Accounting Pronouncements Issued but Not Yet Adopted or Currently in Effect

Revenue from Contracts with Customers (Topic 606)

In May 2014, FASB issued Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers (Topic 606)*, which is a comprehensive new revenue recognition standard that will supersede existing revenue recognition guidance. The core principle of the guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customer in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. FASB issued ASU 2015-14 that deferred the effective date for the Company until annual periods beginning after December 15, 2018, which is the year ended December 31, 2019. The amendments in this update are required to be applied retrospectively to each prior reporting period presented or with the cumulative effect being recognized at the date of initial application. The Company is currently evaluating the impact of this ASU on its financial statements.

Massage Heights Franchising, LLC

Notes to Financial Statements

1. Nature of Business and Summary of Significant Accounting Policies (Continued)

Accounting Pronouncements Issued but Not Yet Adopted or Currently in Effect (Continued)

Leases (Topic 842)

In February 2017, FASB issued ASU 2017-02, *Leases (Topic 842)*, to increase transparency and comparability among entities by recognizing lease assets and lease liabilities on the balance sheet and disclosing key information about leasing arrangements for lessees and lessors. The new standard applies a right-of-use (ROU) model that requires, for all leases with a lease term of more than 12 months, an asset representing its right to use the underlying asset for the lease term and a liability to make lease payments to be recorded. The ASU is effective for the Company's annual periods beginning after December 15, 2019, which is the year ended December 31, 2020, with early adoption permitted. The Company is currently evaluating the impact of this ASU on its financial statements.

2. Property and Equipment

At December 31, property and equipment consist of the following:

	2018	2017
Equipment	\$ 87,949	\$ 78,238
Furniture and fixtures	99,760	99,760
Leasehold improvements	87,101	87,101
Software	162,277	162,277
	437,087	427,376
Less accumulated depreciation	(296,359)	(226,893)
Total property and equipment, net	\$ 140,728	\$ 200,483

Depreciation expense for the years ending December 31, 2018, 2017 and 2016 totaled \$69,466, \$59,077 and \$98,235, respectively.

3. Intangible Assets

At December 31, intangible assets consist of the following:

	2018	2017
Operations manuals	\$ 45,000	\$ 45,000
Less accumulated depreciation and amortization	(37,873)	(33,373)
	\$ 7,127	\$ 11,627

Operations manuals are carried at cost and expensed on a straight-line basis with a life of ten years. Amortization expense for each of the years ending December 31, 2018, 2017 and 2016 totaled \$4,500, per year. The projected amortization for the next three years is anticipated to be \$4,500 per year.

Massage Heights Franchising, LLC

Notes to Financial Statements

4. Due from Related Parties

At December 31, amounts due from related parties consist of the following:

	2018	2017
Summit Massage Supply, LLC	\$ 598,024	\$ 390,600
TGP Franchising, LLC	247,764	186,308
Elevated Brands, LLC	147,217	147,166
Massage Heights, LP	4,267	33,944
AT2, LLC	16,711	28,773
Members	12,000	12,000
Hufstetler, Evans, and Franson, LLC	21,258	3,630
Northbound 35, LLC	458	458
AT2 TPC, LLC	-	397
MH Shavano Park, LLC	44,778	-
MH TPC, LLC	73,380	-
	\$ 1,165,857	\$ 803,276

These balances are principally non-interest bearing unsecured advances from the Company to the affiliates and the Company expects the operations of the affiliates to provide the resources to repay the amounts due in the future.

The Company utilizes the retreat owned by MHLF to conduct training for new franchisees and has paid rentals, through a reduction in the amounts owed the Company, of \$48,000 for each of the years ending December 31, 2018, 2017 and 2016, respectively.

5. Commitments and Contingencies

Office lease

The Company leases its office space pursuant to a lease agreement that expires March 31, 2020. Rent expense for the years ending December 31, 2018, 2017 and 2016 was \$164,705, \$164,705 and \$164,980, respectively.

The following is a schedule of the minimum rental commitment to be paid under the above agreement:

Years ending December 31:	
2019	\$ 173,672
2020	43,822
	\$ 217,494

Litigation

The Company may be party to various claims, legal actions and complaints arising in the ordinary course of business. In the opinion of management, all matters are of such kind, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

Massage Heights Franchising, LLC

Notes to Financial Statements

6. Management Agreement

During 2014, the Company entered into a management agreement with the Company's Chairman. The agreement provides for the issuance of membership units in the Company up to 3% of the outstanding membership units over the term of the agreement. The Company recorded compensation expense totaling \$0, \$7,263 and \$58,164 during the years ended December 31, 2018, 2017 and 2016, respectively, related to the agreement.

7. Subsequent Events

Management has evaluated subsequent events through April 26, 2019, the date on which the financial statements were available to be issued.

EXHIBIT B
FRANCHISE AGREEMENT



MASSAGE HEIGHTS FRANCHISING, LLC

FRANCHISE AGREEMENT

License #: ***
Franchisee: ***
Date: ***
Territory: ***

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ATTACHMENTS:

- A. Franchisee Data Sheet
- B. Owners Agreement
- C. Statement of Ownership

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (“Agreement”) is effective as of the date identified in **Attachment A** to this Agreement (**“Effective Date”**), by and between **Massage Heights Franchising, LLC**, a Texas limited liability company, located at 13750 US Hwy 281 North, Suite 230, San Antonio, Texas 78232 (**“Franchisor”**) and the franchisee identified in **Attachment A** to this Agreement (**“Franchisee”**).

RECITALS

WHEREAS, Franchisor is offering franchises for the use of the trademark **MASSAGE HEIGHTS** and **MASSAGE HEIGHTS** body+face and related trademarks, design marks, trade dress and service marks for the operation of a business offering professional therapeutic massage and optional facial services to the general public through membership-based programs, and the sale of related products and services.

WHEREAS, the MH Businesses (defined below) are operated under a business format per a unique system with high standards of service, including valuable know-how, information, trade secrets, confidential information, training methods, standards, designs, methods of trademark usage, copyrights, sources and specifications, confidential electronic and other communications, methods of internet usage, and research and development, which may be may be changed or modified by Franchisor throughout Franchisee’s ownership of the MH Business.

WHEREAS, the distinguishing characteristics of the System (defined below) include the trademark **“MASSAGE HEIGHTS”** and other trademarks, trade names, design marks, trade dress, confidential operating procedures, confidential Brand Standards Manual, standards and specifications for equipment, services and products, methods of service, management and marketing programs and sales techniques and strategies used to identify a MH Business. All of these distinguishing characteristics may be changed, improved, modified and further developed by Franchisor from time to time. They are Franchisor’s confidential information and trade secrets and are designated by and identified with the trademarks described in this Agreement.

WHEREAS, Franchisor continues to use, develop and control the use of the marks in order to identify for the public the source of services and products marketed under the System, and which represent the System’s high standards of quality, service and customer satisfaction.

WHEREAS, Franchisee acknowledges the benefits to be derived from being identified with the System, and also recognizes the value of the marks and the continued uniformity of image to Franchisee, Franchisor, and other Franchisees of Franchisor.

WHEREAS, Franchisee acknowledges the importance to the System of Franchisor’s high and uniform standards of quality, service and customer satisfaction, and further recognizes the necessity of opening and operating a MH Business in conformity with the System.

WHEREAS, Franchisee recognizes that in order to enhance the value of the System and goodwill associated with it, this Agreement places detailed obligations on Franchisee, including strict adherence to Franchisor’s reasonable present and future requirements regarding the types of products sold, services offered, advertising used, operational techniques, marketing and sales strategies and related matters.

WHEREAS, Franchisee is aware of the foregoing and is desirous of obtaining the right to use the System and in association therewith, the right to use the marks, and wishes to be assisted, trained, and

franchised to operate a MH Business pursuant to the provisions and within the territory specified in this Agreement, subject to the terms and conditions contained in this Agreement.

The parties therefore agree as follows:

DEFINITIONS

For the purposes of this Agreement, the following are hereby defined:

“Agreement” - means this agreement, attachments, and all instruments in amendment hereof.

“Affiliate” - means any person or entity that controls, is controlled by, or is in common control with, Franchisor or Franchisee.

“Brand Standards Manual” - means, but is not limited to, collectively, all directives, books, pamphlets, bulletins, memoranda, order forms, packing slips, invoices, letters, email, Internet or intranet data, or other publications, documents, software programs, video tapes, transmittances or communications, in whatever form (including electronic form) prepared by or on behalf of Franchisor for use by franchisees generally or for Franchisee in particular, containing mandatory and recommended specifications, standards, advice, requirements, marketing information and procedures, operating procedures, instructions, policies and rules prescribed from time to time by Franchisor relating to the operation of the MH Business and containing information relative to other obligations of Franchisee hereunder. The form and content of the Brand Standards Manual maintained by Franchisor shall prevail in the event of any dispute regarding the form of or content of the Brand Standards Manual between Franchisor and Franchisee.

“Confidential Information” - means the Brand Standards Manual, all knowledge, know-how, standards, methods and procedures related to the establishment and operation of the System and includes all records pertaining to customers, suppliers, and other service providers of, and/or related in any way to, Franchisee’s MH Business including, without limitation, all databases (whether in print, electronic or other form), all names, addresses, phone numbers, email addresses, customer purchase records, customer information, customer lists, manuals, promotional and marketing materials, marketing strategies and any other data which Franchisor designates as confidential.

“Franchise” - shall mean the business operations conducted or to be conducted using the System and in association therewith the Marks.

“Gross Revenues” – means the total selling price of all Services and Products sold at, from, or through Franchisee’s MH Business, whether or not sold or performed at the Retreat Franchisee operates, including the full redemption value of any gift certificate or coupon sold for use at any MH Business (fees retained by or paid to third party sellers of such gift certificates or coupons are not excluded from this calculation) and including all proceeds from any business interruption insurance and all income revenue and consideration of every other kind and nature related to the MH Business operation, whether for cash or credit and regardless of collection in the case of credit. Gross Revenues do not include:

(i) the amount of any tax imposed by any federal, state, municipal or other governmental authority directly on sales and collected from customers, provided that the amount of any such tax is shown separately and in fact paid by Franchisee to the appropriate governmental authority;

(ii) all customer refunds made by the MH Business (exclusions will not include any reductions for credit card user fees, returned checks or reserves for bad credit or doubtful accounts); and

(iii) all tips received by massage therapist and estheticians.

Gross Revenues shall be deemed received by Franchisee at the time the Services or Products from which they were derived are delivered or rendered or at the time the collection takes place, whichever occurs first, regardless of whether final payment (e.g., collection on a customer's personal check) actually has been received by Franchisee. Gross Revenues consisting of Services or Products shall be valued at the retail prices applicable and in effect at the time that they are received. If Services or Products have been discounted, Gross Revenues includes the full retail price of Services and/or Products provided, unless discounts are approved by Franchisor.

"Lease" - means any agreement (whether oral or written), including without limitation any offer to lease, license or lease agreement, under which the right to occupy a Retreat has been obtained and any amendment made thereto from time to time. Franchisee acknowledges and agrees that before any Lease will be accepted by Franchisor, the Lease must incorporate the "Required Terms" (as defined in Section 8).

"Marks" - shall mean the trademark "MASSAGE HEIGHTS" and other trademarks to the extent of Franchisor's rights to same, together with such other trade names, trademarks, symbols, logos, distinctive names, service marks, certification marks, logo designs, insignia or otherwise which may be designated by Franchisor from time to time as part of the System for use by Franchisees, and not thereafter withdrawn.

"MH Business" - means the business operations conducted or to be conducted by Franchisee consisting of the sale of Products and Services using the System and in association with the Marks.

"Products" - means all supplies, material, equipment, and ancillary items sold, leased, prepared or otherwise dealt with in connection with the MH Business or associated with the Marks.

"Retreat" - means the retail store front, commercial facility, or other approved location from which Franchisee sells Products and provides Services in connection with the MH Business.

"Site Selection Assistance" - means all services provided by Franchisor relating to the selection and authorization of Franchisee's Retreat. Franchisor's Site Selection Assistance is more fully defined in the Brand Standards Manual, and Franchisor has the right to modify the site selection services offered by Franchisor periodically in Franchisor's discretion.

"Services" - means the sale and provision of professional therapeutic massage services and optional facial services to the general public and through membership-based programs, and related activities conducted or otherwise dealt with in connection with the MH Business and associated with the Marks.

"System" - means the standards, systems, concepts, identifications, methods, and procedures developed or used by Franchisor, or which may hereafter be developed or used by Franchisor, for the sales and marketing of Franchisor's Services and Products, as may be modified from time to time by Franchisor.

"Trade Secret(s)" - shall mean information, including a formula, pattern, compilation, program, device, method, training technique or process related to the System that both derives independent

economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

1. COVENANTS, REPRESENTATIONS, AND WARRANTIES OF FRANCHISEE

Franchisee covenants, represents and warrants as follows and acknowledges that Franchisor is relying upon such covenants, representations and warranties in making its decision to enter into this Agreement.

1.1 Franchisee acknowledges that it has received, has had ample time to read, and has read this Agreement, and all related agreements with Franchisor. Franchisee acknowledges that it has had an adequate opportunity to be advised by legal, accounting and other professional advisors of its own choosing regarding all pertinent aspects of the MH Business, Franchisor and this Agreement.

1.2 Franchisee has, or has made, firm arrangements to acquire funds to commence, open and operate the MH Business and it is financially and otherwise able to accept the risks attendant upon entering into this Agreement.

1.3 All statements made by Franchisee in writing in connection with its application for this franchise were, to the best of its knowledge, true when made and continue to be true as of the date of this Agreement.

1.4 There are no material financial obligations of Franchisee, whether actual or contingent, that are outstanding as of the date of this Agreement other than those disclosed to Franchisor by Franchisee in writing.

1.5 Franchisee is not a party to or subject to any litigation, legal proceedings, or any court or administrative order or action of any governmental authority which would limit or interfere in any way with the performance by Franchisee of its obligation hereunder other than those which have been disclosed to Franchisor by Franchisee in writing.

1.6 Franchisee represents that it is not a party to or subject to agreements that might conflict with the terms of this Agreement and agrees not to enter into any conflicting agreements during the Term (as defined in Section 3.1, below) or any Successor Terms (as defined in Section 3.1, below).

1.7 Franchisee agrees and acknowledges that it has not been induced to enter into this Agreement in reliance upon, nor as a result of, any statements, representations, warranties, conditions, covenants, promises or inducements, whatsoever, whether oral or written, and whether directly related to the contents hereof or collateral thereto, made by Franchisor, its officers, directors, agents, employees or contractors except as provided herein or in Franchisor's Franchise Disclosure Document. Franchisee acknowledges that the Franchise has been granted in reliance upon the information supplied to Franchisor in Franchisee's application for a Franchise.

1.8 Franchisee and its owners agree to comply with and/or to assist Franchisor to the fullest extent possible in Franchisor's efforts to comply with Anti-Terrorism Laws (as defined below). In connection with such compliance, Franchisee and its owners certify, represent, and warrant that none of their property or interests is subject to being "blocked" under any of the Anti-Terrorism Laws and that Franchisee and its owners are not otherwise in violation of any of the Anti-Terrorism Laws.

Franchisee and its owners certify that none of them, their respective employees, or anyone associated with Franchisee is listed in the Annex to Executive Order 13224 (which can be accessed at <https://www.state.gov/j/ct/rls/other/des/122570.htm>). Franchisee agrees not to hire (or, if already employed, retain the employment of) any individual who is listed in the Annex.

(a) Franchisee certifies that it has no knowledge or information that, if generally known, would result in Franchisee, its owners, their employees, or anyone associated with Franchisee to be listed in the Annex to Executive Order 13224.

(b) Franchisee is solely responsible for ascertaining what actions it must take to comply with the Anti-Terrorism Laws, and Franchisee specifically acknowledges and agrees that its indemnification responsibilities set forth in this Agreement pertain to its obligations under this Section 1.8.

(c) Any misrepresentation under this Section or any violation of the Anti-Terrorism Laws by Franchisee, its owners, agents, its employees shall constitute grounds for immediate termination of this Agreement and any other agreement Franchisee has entered with Franchisor or any of Franchisor's affiliates.

(d) **"Anti-Terrorism Laws"** means Executive Order 13224 issued by the President of the United States, the Terrorism Sanctions Regulations (Title 31, Part 595 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31, Part 597 of the U.S. Code of Federal Regulations), the Cuban Assets Control Regulations (Title 31, Part 515 of the U.S. Code of Federal Regulations), the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any governmental authority (including, without limitation, the United States Department of Treasury Office of Foreign Assets Control and any government agency outside the U.S.) addressing or in any way relating to terrorist acts and/or acts of war.

2. GRANT OF LICENSE

2.1 Subject to all the terms and conditions of this Agreement, Franchisor hereby grants to Franchisee, and Franchisee accepts, for the term of this Agreement, the right and license ("**License**") to:

(a) Operate one MH Business upon the terms and conditions of this Agreement in the territory described in Attachment A ("**Territory**");

(b) Use the Marks and the System; and

(c) Offer and market only Franchisor's approved Services and Products, unless Franchisor approves in writing (such approval to be in Franchisor's sole and absolute discretion) Franchisee's request to offer and market other complementary and non-competing services or products.

2.2 The License does not include the right to sell Products to any vendor for resale.

2.3 Franchisee recognizes that variations and additions to the System may be required from time to time in Franchisor's sole discretion. Therefore, Franchisor expressly reserves the right to add to, subtract from, revise, modify or change from time to time the System or any part thereof, and Franchisee agrees to promptly accept and comply with any such modifications and to make such reasonable expenditures as may be necessary to comply pursuant to Section 8.

2.4 Franchisee recognizes that the rights that are granted to Franchisee are for the specific Territory and no other, and cannot be transferred to an alternate Territory, without the prior written approval of Franchisor, which approval may be granted or withheld in Franchisor's sole discretion.

3. TERM OF THE AGREEMENT AND LICENSE

3.1 This Agreement and the License granted shall become effective on the Effective Date, expiring ten years from the Effective Date of this Agreement ("**Term**"), subject, however, to termination in accordance with the provisions of this Agreement. When the initial Term (defined below) expires, Franchisee shall have the option to extend Franchisee's rights to operate the MH Business for one additional term ("**Successor Term**") of ten years. Franchisee must pay the Successor Franchise Fee (as defined in Section 3.3(c)) and otherwise comply with the requirements set forth in this Section 3.

3.2 Franchisor may refuse to renew this Agreement in Franchisor's reasonable discretion, including but not limited to if:

(a) Franchisee has failed to remedy any breach of this Agreement specified by Franchisor in a written notice to Franchisee; or

(b) Franchisee has committed and received notice of three or more breaches of this Agreement during the Term, even if such breaches were timely remedied; or

(c) Franchisee has failed to give Franchisor a written notice of intent to renew no less than six months or more than nine months prior to expiration of the Term; or

(d) Franchisee is not current in payment obligations to Franchisor or to Franchisee's Lessor, suppliers, or trade creditors.

3.3 As additional conditions to renewal, Franchisee shall be required to:

(a) Execute a new franchise agreement ("**Successor Franchise Agreement**") and all other agreements in the form then being used by Franchisor in granting new franchises, which may have materially different terms and conditions from this Agreement. Franchisor reserves the right to change any term(s) of the franchise agreement form to be signed by Franchisee at the time Franchisee extends its rights to operate the MH Business (except as specified below). There shall not, however, be another initial franchise fee charged at the time Franchisee signs a Successor Franchise Agreement. FRANCHISEE MAY BE DEEMED TO HAVE IRREVOCABLY DECLINED TO EXTEND ITS RIGHTS TO OPERATE THE FRANCHISE (AND ITS OPTION SHALL THEREUPON TERMINATE) IF IT FAILS TO EXECUTE AND RETURN TO FRANCHISOR THE SUCCESSOR FRANCHISE AGREEMENT AND OTHER DOCUMENTS REQUIRED BY FRANCHISOR WITHIN 30 DAYS AFTER THEIR DELIVERY TO FRANCHISEE, OR FAILS TO COMPLY IN ANY OTHER WAY WITH THE PROVISIONS OF THIS ARTICLE 3

(b) Execute a general release of all claims Franchisee may have against Franchisor, its officers, directors, members, shareholders, agents, Affiliates, and employees, whether in their corporate and/or individual capacities. This release shall include all claims arising under any federal, state, or local law, rule, or ordinance arising out of or concerning this Agreement (to the fullest extent permitted by law) and shall be in a form satisfactory to Franchisor. Franchisee's failure or refusal to sign such a release in the form presented by Franchisor shall be deemed to be a rejection by Franchisee of its option to extend its rights to operate the MH Business;

(c) Pay the successor franchise fee ("**Successor Franchise Fee**") of 25% of the then-current initial franchise fee, which is due and payable to Franchisor at the time of signing the Successor Franchise Agreement;

(d) Upgrade the Retreat, technology and software systems, and vehicle (if any) used in operation of the MH Business to Franchisor's then current standards;

(e) Relocate the Retreat to a "Class A" location if one is available in Franchisee's Territory, as determined by Franchisor. A "Class A" location is typically regarded in the real estate industry as a building of the newest and highest quality that is well-located, among other characteristics;

(f) Comply with all other provisions contained in the Brand Standards Manual, as modified periodically by Franchisor in Franchisor's sole discretion;

(g) Provide proof of then current licenses, insurance and permits.

3.4 If Franchisee does not sign a Successor Franchise Agreement prior to the expiration of this Agreement and continues to accept the benefits of this Agreement after the expiration of this Agreement, then at the option of Franchisor, this Agreement may be treated either as (i) expired as of the date of expiration with Franchisee then operating without a franchise to do so and in violation of Franchisor's rights; or (ii) continued on a month-to-month basis ("**Interim Period**") until one party provides the other with written notice of such party's intent to terminate the Interim Period, in which case the Interim Period will terminate 30 days after receipt of the notice to terminate the Interim Period. In the latter case, all obligations of Franchisee shall remain in full force and effect during the Interim Period as if this Agreement had not expired, and all obligations and restrictions imposed on Franchisee upon expiration of this Agreement shall be deemed to take effect upon termination of the Interim Period.

4. TERRITORY

4.1 During the Term and for so long as Franchisee is in compliance with all of its obligations hereunder, except as otherwise provided in this Agreement, and subject to Franchisor's reservation of rights as set forth in Section 4.2 below, neither Franchisor nor any Affiliate will establish or license another person or entity to establish a MH Business using the Marks licensed to Franchisee within the Territory encompassed by the boundaries set forth in **Attachment A**, attached hereto and incorporated herein by reference. Except as otherwise specifically provided in this Agreement, this Agreement does not restrict Franchisor or its Affiliates from pursuing and does not grant rights to Franchisee to pursue any of Franchisor's or its Affiliates other business concepts other than the MH Business.

4.2 Franchisee acknowledges that the Franchise granted hereunder is non-exclusive and that Franchisor and its Affiliates retain the exclusive right, among others (and Franchisor is not obligated to pay Franchisee if Franchisor exercises any of the rights specified in this Section within Franchisee's Territory):

(a) to use, and to license others to use, the Marks and System for the operation of MH Businesses at any location other than in the Territory, regardless of proximity to the Territory;

(b) to use the Marks and the System to sell any products or services similar to those that Franchisee will sell through any alternate channels of distribution within or outside of the Territory. This includes, but is not limited to, retail locations and other channels of distribution

such as television, mail order, catalog sales, wholesale to unrelated retail outlets, or over the Internet. Franchisor exclusively reserves the Internet as a channel of distribution, and Franchisee may not independently market on the Internet or conduct e-commerce. Franchisor will not pay Franchisee any compensation for Franchisor's solicitation and acceptance of orders within Franchisee's Territory;

(c) to use and license the use of other proprietary and non-proprietary marks or methods which are not the same as or confusingly similar to the Marks, whether in alternative channels of distribution or in the operation of a business offering massage or facial services, or related wellness or exercise facilities, or other related products or services, at any location, including within the Territory, which may be similar to or different from the MH Business operated by Franchisee;

(d) to purchase or be purchased by, or merge or combine with, any business, including a business that competes directly with the MH Business, wherever located;

(e) to acquire and convert to the System operated by Franchisor, any businesses offering services and products related to operating massage, spa, facial or related services or facilities, including such businesses operated by competitors or otherwise operated independently or as part of, or in association with, any other system or chain, whether franchised or corporately-owned, and whether located inside or outside of the Territory;

(f) to own, acquire, establish, and/or operate, and license others to establish and operate, MH Businesses using any proprietary marks or systems (including the Marks and System) at any airport, train station, other transportation facility, hotel, arena, ballpark, stadium, racetrack, other sports facility, cruise ship, casino, or other entertainment facility, grocery store, corporate campus, college campus, or military base, within any outlet mall or other regional mall, within or outside the Territory;

(g) to implement multi-area marketing programs which may allow Franchisor or others to solicit or sell to customers anywhere. Franchisor also reserves the right to issue mandatory policies to coordinate such multi-area marketing programs;

(h) to operate or use any websites utilizing a domain name incorporating one or more of the words "**Massage Heights**" and/or "**Massage**" or similar derivatives thereof. Franchisor retains the sole right to market on the Internet and use the Marks on the Internet, including all use of websites, domain names, URL's, directory addresses, metatags, linking, advertising, and co-branding and other arrangements.

(i) to determine if Franchisee's Territory can support any additional MH Businesses. If Franchisor determines that the Territory could support additional MH Businesses based on changes in circumstances (which include, but are not limited to, changes in the population, demographics, drive times, or other market or economic conditions in the geographic area that includes all or part of the Territory), then Franchisor will offer Franchisee a 30-day right of first refusal to purchase the additional MH Business. The right of first refusal will terminate with respect to that MH Business if any one of the following conditions applies: (1) Franchisee is not then in compliance with any material term of this Agreement and cannot cure the noncompliance within 30 days of written notice; (2) Franchisor determines, in its sole discretion, that Franchisee does not meet Franchisor's then current standards for new franchisees of MH Businesses; (3) Franchisor determines, in its sole discretion, that Franchisee lacks the financial resources to develop and operate an additional MH Business; (4) Franchisee fails to sign a franchise

agreement (containing Franchisor's then-current terms and conditions) for the additional MH Business within 30 days of the date Franchisor delivers a franchise agreement to Franchisee for signature; or (5) Franchisee notifies Franchisor that Franchisee does not wish to develop and operate an additional MH Business within Franchisee's Territory. If Franchisee does not exercise this right, or Franchisor determines in its sole discretion that Franchisee does not meet Franchisor's then current standards for new franchisees of a MH Business, Franchisor may sell another MH Business in Franchisee's Territory (or Franchisor or its affiliates may open a MH Business) and redefine Franchisee's Territory so that each MH Business will have a territory independent of the other. Franchisee must abide by the right of first refusal timelines provided by Franchisor; and

(j) to open or sell a MH Business inside the Territory at any time following the termination or expiration of this Agreement.

5. FEES

5.1 Franchisee shall pay the sum set forth on Attachment A plus, if due and payable, all applicable federal, state or municipal taxes, as a non-recurring initial franchise fee ("**Initial Franchise Fee**") to Franchisor upon the execution of this Agreement. The Initial Franchise Fee shall be paid by means of cashier's check or wire transfer. The Initial Franchise Fee is in consideration of the pre-opening assistance Franchisor provides, Franchisor's lost or deferred opportunity to enter into this Agreement with others, and offsets some of Franchisor's expenses for franchisee recruitment. The Initial Franchise Fee shall be deemed to have been fully earned by Franchisor and non-refundable when paid.

5.2 Franchisee must purchase operations software and other technologies from Franchisor or Franchisor's approved supplier. Franchisor may collect money from the Franchisee and pay the suppliers directly. Upon execution of this Agreement, Franchisee must pay Franchisor a fee of \$2,150 for the installation of, and first three months license fee for, software and other technologies. Franchisee will be assessed a monthly, on-going fee of \$550 per month after the initial three months. Together, the initial fees and on-going monthly fee are referred to as the "**Technology Fee**." The Technology Fee is due on the 15th of each month and is non-refundable. The Technology Fee is subject to annual increases on the anniversary of the execution of this Agreement. Franchisee is required to execute the **Use and License Agreement** attached to the Franchise Disclosure Document in **Exhibit G**.

5.3 When Franchisee signs the lease or purchase agreement for the Retreat, Franchisee shall purchase from Franchisor, or its affiliate, a package of startup equipment, furniture, fixtures, signage, supplies and inventory items necessary for the construction and opening of Franchisee's MH Business (the "**Retreat Development Package**"). The fee for the Retreat Development Package is fully earned by Franchisor and is non-refundable under any circumstances. The cost of Retreat Development Package will vary depending on the size of Franchisee's Retreat and whether Franchisee elects to provide optional facial services to its customers. Franchisee shall be responsible for additional development expenses related to the development and construction of the Retreat.

5.4 Upon the earlier of the MH Business either (i) generating a total of \$50,000 in Gross Revenues, or (ii) being open and operating for six months, Franchisee shall pay to Franchisor a royalty fee ("**Royalty**") equal to 6% of Gross Revenue. The Royalty is an ongoing payment that allows Franchisee to use the Marks and the other intellectual property of the System and pays for ongoing support and assistance from Franchisor.

5.5 Franchisee shall pay the Royalty to Franchisor every two weeks for the preceding two calendar weeks (or such other frequency mandated by Franchisor) on the day specified by Franchisor.

Franchisee shall not subordinate to any other obligation its obligation to pay the Royalty or any other fee or charge due Franchisor or any Affiliate of Franchisor under this Agreement.

(a) Franchisor currently accesses reports regarding Gross Revenues through the software program for the MH Business. In the event that the software is not functioning, or this feature is not available, Franchisee shall prepare monthly reports regarding Gross Revenues.

(b) Franchisee shall remit Royalties, Brand Fund Contributions, Technology Fees and other fees and amounts due to Franchisor hereunder via electronic funds transfer (“EFT”), direct debit or other similar means that Franchisor requires. The EFT Authorization is attached to the Disclosure Document in **Exhibit G**. If Franchisor notifies Franchisee to use such payment method, Franchisee agrees to comply with procedures specified by Franchisor and/or perform such acts and deliver and execute such documents, including authorization for direct debits from Franchisee’s business bank operating account, as may be necessary to assist in or accomplish payment by such method. Franchisee also authorizes Franchisor to initiate debit entries and/or credit correction entries to a designated checking or savings account for payments of fees and other amounts payable to Franchisor and any interest charged due thereon. Franchisee shall make funds available to Franchisor for withdrawal by electronic transfer no later than the due date for payment therefore. If Franchisee has not timely or improperly reported the Gross Revenues to Franchisor for any reporting period, then Franchisor shall be authorized, at Franchisor’s option, to debit Franchisee’s account in an amount equal to (a) the fees transferred from Franchisee’s account for the last reporting period for which a report of the Gross Revenues was provided to Franchisor as required hereunder, including Royalties, Technology Fees, and Brand Fund Contributions; or (b) the amount due based on information retrieved from the Franchisor approved computer system.

5.6 Franchisee will be required to pay Franchisor the cost of any seasonal, holiday or other promotional packages Franchisor puts together, which will vary depending on the size of Franchisee’s Retreat and the materials included.

6. ACCOUNTING, RECORDS, AUDITS AND LATE PAYMENT CHARGES

6.1 Franchisee shall keep such complete records of its MH Business as a prudent and careful businessperson would normally keep. Franchisee must use the accounting system and the pre-formatted template required by Franchisor, if any. Franchisee shall keep its financial books and records as Franchisor may from time to time direct in the Brand Standards Manual or otherwise, including retention of all invoices, order forms, cash register tapes, check records, bank deposit receipts, sales tax records, refunds, cash disbursements, journals, and general ledgers. Franchisee shall advise Franchisor of the location of all original documents and shall not destroy any records without the written consent of Franchisor.

6.2 Franchisee shall prepare on a current basis, complete and accurate records concerning all financial, marketing and other operating aspects of the MH Business conducted under this Agreement. Franchisee shall maintain an accounting system which accurately reflects all operational aspects of the MH Business including uniform reports as may be required by Franchisor. Franchisee’s records shall include tax returns, daily reports, statements of Gross Revenues (to be prepared each month for the preceding month), monthly financial statements including a profit and loss statement, balance sheet, and trial balance. Franchisee shall keep and preserve full and complete records of Gross Revenues for at least seven years. The profits and loss statement, balance sheet, and trial balance must be submitted to Franchisor within 15 days of the end of each reporting month.

6.3 Franchisee shall also submit to Franchisor current financial statements and other reports as Franchisor may reasonably request to evaluate or compile research and performance data on any operational or other aspect of the MH Business. Franchisee shall submit Minimum Local Advertising Requirement (as defined in Section 11.2(a)) statements to Franchisor once each quarter. Within ten business days of the filing with the Internal Revenue Service, Franchisee shall provide Franchisor with a copy of its federal tax return for the MH Business for the previous tax year.

6.4 The records required under this Section 6 pertain only to Franchisee's operation of the MH Business. Franchisor has no right to inspect, audit or copy the records of any unrelated business activity Franchisee may have. Franchisee shall keep the books and records of the MH Business separate from the records of any unrelated business activity or personal activity.

6.5 From the date Franchisee and Franchisor sign this Agreement until seven years after the end of the Term of this Agreement, including any Successor Terms, Franchisor or Franchisor's authorized agent shall have the right to request, receive, inspect and audit any of the records referred to above wherever they may be located. Franchisor agrees to do inspections and audits at reasonable times. Franchisee agrees to keep all records and reports for seven years from the date such records are created. Should any inspection or audit disclose a deficiency in the payment of any Royalty, Brand Fund Contribution (as defined in Section 11.3(a)) or other amounts required to be paid under this Agreement, Franchisee shall immediately pay the deficiency to Franchisor, without prejudice to any other remedy of Franchisor under this Agreement. If (i) Franchisee fails to provide any required reports or (ii) the deficiency for any audit period discloses a deficiency in the amount of any Royalty, Brand Fund Contribution or other amounts due in excess of 2%, then, Franchisee shall, in addition to paying the deficient amount to Franchisor pursuant to the preceding sentence, immediately pay to Franchisor the entire cost of the inspection or audit including travel, lodging, meals, salaries and other reasonable expenses incurred by the inspecting or auditing personnel and any legal expenses. For the purposes of this Section 6.5, an audit period shall be each fiscal year. If an audit discloses an overpayment of any Royalty, Brand Fund Contribution, or other amounts due, Franchisor shall credit the amount of the overpayment to Franchisee's payments of Royalty and Brand Fund Contribution next falling due.

6.6 To encourage prompt payment and to cover the costs and expenses involved in handling and processing late payments Franchisee shall also pay, upon demand, a late payment fee of \$100 per occurrence plus a late interest charge equal to (i) 18% per annum; or (ii) the highest legal rate permitted by applicable law, whichever is lower, on all payments due to Franchisor during the period of time said payments are due and unpaid. Each failure to pay Royalty, Brand Fund Contributions, and other amounts payable to Franchisor when due shall constitute a material breach of this Agreement. Franchisee acknowledges that this Section 6.6 shall not constitute Franchisor's agreement to accept such payments after same are due or a commitment by Franchisor to extend credit to, or otherwise finance Franchisee's operation of the MH Business. Further, Franchisee acknowledges that failure to pay all such amounts when due shall, notwithstanding the provisions of this Section 6.6, constitute grounds for termination of this Agreement, as provided in this Agreement.

6.7 Any report of Franchisor's auditor rendered from time to time pursuant to this Section 6 shall be final and binding upon all of the parties hereto.

6.8 Franchisee hereby authorizes Franchisor to make reasonable inquiries of Franchisee's bank, suppliers, and trade creditors concerning the MH Business and hereby directs such persons and companies to provide to Franchisor such information and copies of documents pertaining to the MH Business as Franchisor may request.

6.9 Franchisee acknowledges and agrees that Franchisor owns all business records (“**Business Records**”) with respect to customers of, and/or related to, the MH Business including, without limitation, all databases (whether in print, electronic or other form), including all names, addresses, telephone numbers, email addresses, customer purchase records, and all other records contained in the database, and all other Business Records created and maintained by Franchisee. Franchisee further acknowledges and agrees that, at all times during and after the termination, expiration or cancellation of this Agreement, Franchisor may access such Business Records, and may utilize, transfer, or analyze such Business Records as Franchisor determines in its sole discretion, to be in the best interest of the System.

6.10 To encourage prompt delivery of all Business Records, Certificates of Insurance, Gross Revenue statements and any other documentation or record that may be requested by Franchisor under this Agreement, Franchisee shall pay, upon demand, a late report fee in the amount of \$100 per occurrence plus \$100 per week for each week that records and documentation required remain undelivered or reported.

6.11 If Franchisee pays the Royalty or any other sums due to Franchisor under this Agreement with a check returned for insufficient funds or an EFT withdrawal is rejected due to insufficient funds, in addition to all other remedies which may be available, Franchisor may charge Franchisee an insufficient funds fee of \$100 per incident. Additionally, Franchisor shall have the right to require that Royalty payments and any other sums due to Franchisor under this Agreement be made by certified or cashier’s checks. For any payment Franchisee makes to Franchisor by credit card, Franchisor reserves the right to charge up to 4% of the total payment as a service charge. If Franchisee fails to pay the Royalty or any other sums due to Franchisor under this Agreement by the due date twice during the Term or any Successor Term, in addition to all other remedies which may be available, Franchisor reserves the right to require, in its sole discretion, that Franchisee pay the Royalty or any other sums due to Franchisor under this Agreement weekly.

6.12 Franchisee agrees that, during the Term and for three years after the expiration and termination of this Agreement, Franchisee shall supply to Franchisor Franchisee’s home address and home telephone number for purposes of disclosing it as required by law in the Franchise Disclosure Document.

7. SERVICES AND ASSISTANCE

7.1 The Initial Franchise Fee and Royalty are paid for the License, which includes the use of the Marks, the System and the use of Franchisor’s Trade Secrets and Confidential Information provided pursuant to this Agreement and for certain services, including training, rendered by Franchisor.

7.2 Franchisor shall offer Franchisee initial and continuing services as Franchisor deems necessary or advisable in furthering Franchisee’s MH Business and the business of the System as a whole and in connection with protecting the Marks and goodwill of Franchisor. Failure by Franchisor to provide any particular service, either initial or continuing, shall not excuse Franchisee from any of its obligations under this Agreement.

7.3 Currently, initial services provided by Franchisor prior to Franchisee opening the MH Business include:

- (a) Designating Franchisee’s Territory as stipulated in Section 4 and **Attachment A**.

(b) Providing Franchisee with written site selection guidelines and criteria and provide Site Selection Assistance to determine an acceptable location for Franchisee's Retreat, as Franchisor has outlined in the Brand Standards Manual.

(c) Providing an initial training program ("**Initial Training Program**") for up to three people at no charge. The Initial Training Program is usually conducted at Franchisor's headquarters (currently located in San Antonio, Texas), but may be held at Franchisee's location or elsewhere or through an online platform in Franchisor's discretion. Franchisor provides a representative to conduct on-site assistance for pre-opening and opening assistance for a maximum of five business days. If Franchisee requests additional representatives or requests that Franchisor's representative stays for more than five business days, Franchisor may charge Franchisee a daily fee and Franchisee must reimburse Franchisor for all additional lodging, food and transportation costs Franchisor incurs during the additional time period. The Initial Training Program shall include training on the System guidelines, procedures, methods of training and operation, advertising, sales techniques, promotional ideas, marketing plans, customer relations, instructions on quality standards, practical experience in the operation of a MH Business and operational and brand standards. If Franchisee desires to bring additional persons to the Initial Training Program, Franchisee must pay Franchisor its then-current fee per individual receiving training. If Franchisor determines the need for additional training, or Franchisee desires additional training or assistance, Franchisee will pay Franchisor \$500 per person, per day, plus all travel, meal and lodging expenses incurred.

(d) Providing Franchisee with mandatory and suggested specifications and layouts for its Retreat, including requirements for dimensions, design, image, interior, layout, décor, and operating assets. Franchisee must submit final construction plans and specifications to Franchisor for its approval before Franchisee begins construction at the premises, and must construct the Retreat in accordance with those approved plans and specifications;

(e) Providing Franchisee with specifications for all initial and replacement furniture, fixtures, equipment, inventory, and suppliers required to operate a Retreat;

(f) Identifying the operating assets, approved products, and other items that Franchisee will use to develop and operate the Retreat;

(g) Providing Franchisee with access to Franchisor's Brand Standards Manual;

(h) Providing Franchisee with assistance or management of the grand opening marketing programs; and

(i) Assisting in the establishment of an advertising cooperative in accordance with Section 11.4, if any.

7.4 Currently, the services provided by Franchisor to Franchisee after Franchisee opens the MH Business shall include:

(a) Provide advice regarding the MH Business' operation based on Franchisee's reports or inspections. Advice will be given during Franchisor's regular business hours and via written materials, electronic media, telephone, at Franchisor's headquarters, or at the Retreat. There are no additional charges for these services.

(b) Informing Franchisee of recommended and mandatory specifications, standards and procedures for the operations of the MH Business. There are no additional charges for these services.

(c) Researching new Products, Services, and methods of doing business, from time to time, and providing Franchisee with information concerning developments of this research. There are no additional charges for these services.

(d) Allowing Franchisee to continue to use confidential materials, including the Brand Standards Manual and the Marks.

7.5 If Franchisee believes Franchisor has failed to adequately provide pre-opening services to Franchisee as provided in this Agreement, Franchisee shall notify Franchisor in writing within 30 days following the opening of the MH Business. Absent the timely provision of such notice to Franchisor, Franchisee shall be deemed to conclusively acknowledge that all pre-opening and opening services required to be provided by Franchisor were sufficient and satisfactory in Franchisee's judgment.

7.6 During the Term, Franchisor (or Franchisor's designee(s)) may, but are not required to, provide additional assistance and services to Franchisee, such as:

(a) holding periodic system-wide conference calls, national or regional conferences or workshops to discuss business and operational issues affecting MH Businesses;

(b) providing additional assistance and training regarding Franchisee's MH Business;

(c) modifying, updating, or changing the System; making periodic visits to a MH Business for the purpose of assisting in all aspects of the operation of a Massage Heights Franchise; developing private label goods or merchandise for resale at the Retreats; maintaining and administering the Brand Fund and use these funds to develop promotional and advertising programs and public relations coverage for MH Businesses; developing a referral program in which Franchisee and any other eligible participants, if any, may receive a referral fee for sending Franchisor an actualized lead; providing newsletters; or providing other additional assistance, in its sole discretion. There may be additional charges for this additional assistance.

8. FRANCHISEE'S DUTIES, OBLIGATIONS AND OPERATING STANDARDS

8.1 Franchisee shall, consistent with the terms of this Agreement, diligently develop the MH Business and use its best efforts to market and promote the required Services and Products.

8.2 Franchisee shall complete the construction of Franchisee's Retreat, and shall maintain the Retreat, in accordance with the following requirements:

(a) Franchisee shall locate, lease or otherwise acquire a site from which to operate the MH Business. The Retreat site is subject to Franchisor's written approval, which may be granted or denied in Franchisor's sole discretion. Franchisee must submit proposals regarding location of the Retreat to Franchisor within 90 days from the execution of this Agreement, or such longer time frame specified by Franchisor in writing. If Franchisor does not respond with an approval of Franchisee's request for the site of Franchisee's Retreat within 30 days, the site shall be deemed disapproved. If Franchisor disapproves of the site, Franchisee must select another site, subject again to Franchisor's written consent. Franchisee must deliver to Franchisor any

traffic; competition and demographic or similar location information relating to any proposed site that Franchisor reasonably requests for review within 90 days from the date of this Agreement, or such longer time frame specified by Franchisor in writing, but at least 20 days before any proposed Lease or purchase agreement signing date. Franchisor may terminate this Agreement if Franchisee does not timely submit an acceptable location for Franchisee's Retreat. Franchisee must purchase or lease, at Franchisee's expense, the approved Retreat site no later than 120 days after executing this Agreement. Franchisee, its owners and the owner's spouses may be required to sign a personal guaranty on the Lease. While Franchisor will review the Lease, Franchisee is solely responsible for negotiating the business and legal terms of the Lease. Franchisee may not negotiate a Lease or purchase agreement prior to receiving Franchisor's written consent of the site for the Retreat. Franchisee agrees that Franchisor's approval of the Retreat site, Lease or purchase agreement in no way constitutes a representation or warranty with respect to the success or viability of the property or the Lease. Franchisee acknowledges that Franchisor's approval of the specific site for the Retreat indicates only that Franchisor believes that the site falls within Franchisor's minimum criteria as of the approval date. Once Franchisee's Retreat is open for business, Franchisee may only relocate the Retreat by complying with Franchisor's relocation procedures as set forth in the Brand Standards Manual. Franchisee may not relocate the Retreat without Franchisor's prior written consent. If Franchisor permits Franchisee to relocate the Retreat, Franchisee must reimburse Franchisor for its reasonable expenses incurred in approving the relocation site not to exceed \$5,000. Franchisor will provide Franchisee with copies of invoices for Franchisor's expenses from any third-party providers upon request.

(b) Franchisee shall, at Franchisee's sole cost and expense, complete the interior build-out, install, maintain in sufficient supply, and use only equipment, furniture, fixtures, equipment, signs and supplies as specified by Franchisor in the Brand Standards Manual or otherwise in writing, and required by this Agreement. Franchisee must at all times maintain an inventory of approved products in sufficient quantities and variety to realize the full potential of Franchisee's MH Business.

(c) If Franchisee leases the Retreat, Franchisee must deliver to Franchisor a copy of the proposed Lease, in a form acceptable to Franchisor, and such Lease must incorporate the following terms ("**Required Terms**"):

(i) A provision allowing Franchisee to assign the Lease, without further consent by the landlord, to (a) Franchisor, (b) Franchisor's affiliate or successor, or (c) another franchisee of either Franchisor, Franchisor's affiliate or Franchisor's successor provided such franchisee has a net worth equal to or greater than that of Franchisee as of the date of the Lease;

(ii) A provision requiring the lessor to concurrently send Franchisor a copy of any written notice of a Lease default sent to Franchisee and granting Franchisor the right (but without any obligation) to cure any Lease default within 10 business days after the expiration of Franchisee's cure period (if Franchisee fails to do so);

(iii) A provision requiring the lessor to concurrently send Franchisor a copy of any written notice of a Lease term or option expirations;

(iv) A provision evidencing Franchisee's right to display the Marks according to the specifications in the Brand Standards Manual (subject only to applicable law);

(v) A provision that the premises may be used only for the operation of the MH Business;

(vi) A provision that Franchisor may be allowed to enter the premises upon termination or expiration of the Franchise to de-identify the premises as a Massage Heights location; and

(vii) A provision requiring the lessor to provide an exclusivity clause for massage services and facial services, if Franchisee is providing those service to its clients.

(d) Franchisee must open the MH Business within nine months from the Effective Date of this Agreement or, if Franchisee purchases multiple MH Businesses on the Effective Date, Franchisee must open the second and all subsequent MH Business so purchased within 18 months from opening the previous MH Business that was purchased on the Effective Date. Failure to open the MH Businesses within these time frames is a material breach of this Agreement.

(e) Franchisee must at all times comply with Franchisor's standards, specifications, processes, procedures, requirements and instructions regarding the Retreat's physical facilities, including the layout of the equipment, furnishings, fixtures, and treatment rooms and waiting room areas, restrooms and front desk area. Franchisee must maintain the Retreat and any parking areas in good and safe condition, as specified in the Brand Standards Manual. Franchisee must remodel or upgrade the Retreat at its sole cost and expense in accordance with Franchisor's standards as set forth in the Brand Standards Manual, which may be modified by Franchisor at any time at Franchisor's discretion.

8.3 Subject to the terms of this Agreement, Franchisee shall strictly comply with the Brand Standards Manual and all present and future standards, specifications, processes, procedures, requirements, and instructions of Franchisor regarding the operation of the MH Business and Franchisee must comply with the following requirements:

(a) Franchisee, during the Term (including any Successor Terms) shall have access to Franchisor's confidential Brand Standards Manual. Certain specifications, standards and operating procedures prescribed from time to time by Franchisor in the Brand Standards Manual or otherwise communicated to Franchisee in writing shall constitute provisions of this Agreement as if fully set forth herein. Failure to comply with the standards set forth in the Brand Standards Manual shall constitute a material breach of this Agreement. Franchisor reserves the right to provide the Brand Standards Manual and updates to the Brand Standards Manual in electronic form or other form determined by Franchisor. Franchisor shall have the right to add to, delete, and otherwise modify, the Brand Standards Manual from time to time to reflect changes in authorized Products and Services, business image or the operation of the MH Business; provided, however, no such addition or modification shall alter Franchisee's fundamental status and rights under this Agreement. Moreover, changes in laws regulating the services offered by Massage Heights franchises may (i) require Franchisor to restructure its franchise program, (ii) require Franchisee's Designated Retreat Director (defined in Section 8.8) (if any) and key personnel to obtain additional licenses or certifications, (c) require Franchisee to retain or establish relationships with additional professionals and specialists in the massage therapy or facial industry, and/or require Franchisee to modify Franchisee's ownership or organizational structure. Franchisee agrees, at Franchisor's request, to modify the operation of the MH Business to comply with all such changes, and to be solely responsible for all related costs. Franchisee acknowledges

that compliance with the Brand Standards Manual is necessary to protect Franchisor's reputation and the goodwill of the Marks and to maintain the uniform quality of operation through the System; however, the Brand Standards Manual is not designed to control the day-to-day operation of the MH Business. Franchisee agrees not to deviate from these methods, standards and specifications without Franchisor's prior written consent, or otherwise operate in any manner which reflects adversely on Franchisor's Marks or the System. Franchisor will notify Franchisee of new or modified specifications, standards, and guidelines through periodic amendments or supplements to the Brand Standards Manual or through other written communication (including electronic communication such as email or through a system-wide intranet).

Some of the revisions to the Brand Standards Manual may include changes with respect to: (i) sales and marketing strategies; (ii) equipment and supplies; (iii) accounting and reporting systems and forms; (iv) insurance requirements; (v) operating procedures; (vi) Services; (vii) Products; and (viii) Site Selection Assistance. Franchisee covenants to accept, implement and adopt any such modifications at its own cost. Franchisee hereby acknowledges that the Brand Standards Manual is accessible to Franchisee during the Term of this Agreement. The Brand Standards Manual shall at all times remain the sole and exclusive property of Franchisor. Upon termination of this Agreement for any reason whatsoever, Franchisee shall immediately cease use of the Brand Standards Manual and return the Brand Standards Manual together with all copies of any portion of the Brand Standards Manual that Franchisee may have made, to Franchisor

(b) At least 30 days prior to opening the MH Business, or commencing their duties, Franchisee (or if Franchisee is an entity, its managing owner) and Franchisee's Designated Retreat Director (as defined in Section 8.8 below) and Lead Therapist, must attend and successfully complete the Initial Training Program to operate the MH business according to Franchisor's System. Franchisee may have a total of three attendees for the training sessions at our franchising office. Franchisee shall be responsible for travel, meals, personal expenses and living expenses incurred for all attendees. If Franchisee does not complete the Initial Training Program within the specified time frame due to lack of knowledge, failure to attend, or other factors in Franchisee's control, Franchisor may charge Franchisee a training extension fee of \$500. Franchisor also may provide training through an online platform in Franchisor's discretion. If Franchisee desires to bring additional persons to the Initial Training Program, Franchisee must pay Franchisor \$500 per person per day, plus the cost of travel, lodging, meals and other personal expenses for each person attending. Franchisor will not train or assist in training Franchisee's employees or independent contractors. Franchisee will be responsible for training its employees and independent contractors. Franchisee will be responsible for hiring, training, directing, scheduling, and supervising its employees and independent contractors in the day-to-day operations of the MH Business.

(c) If Franchisee replaces its Designated Retreat Director, Franchisor must approve the new Designated Retreat Director. All replacement Designated Retreat Directors or Lead Therapists must attend the appropriate training program as designated by Franchisor. Franchisee must pay Franchisor \$500 per person attending per day of training, plus pay all expenses of each person attending including any travel, lodging, meals, and other personal expenses for additional training of a new Designated Retreat Director or Lead Therapist.

(d) Franchisor may require Franchisee and its Designated Retreat Director, to attend refresher or additional training courses. If Franchisor conducts an inspection of Franchisee's MH Business and determines Franchisee is not operating in compliance with this Agreement, the System, or Franchisor's brand standards, Franchisor may require Franchisee to attend remedial training, and Franchisee shall pay Franchisor \$500 per person attending per day of training plus

pay all expenses of each person attending, including any travel, lodging, meals, and other personal expenses.

(e) Franchisee may choose to hold an annual convention at such locations as Franchisor may reasonably designate. Franchisee must attend mandatory annual conventions and Franchisor may charge Franchisee an annual convention fee, regardless of whether or not Franchisee attends the annual convention, to help defray the cost of holding the annual convention. Franchisee may bring key personnel to annual conventions, and Franchisee shall pay all expenses of each person attending, including any convention fees and other personal expenses, such as travel, lodging, and meals. Franchisor may preclude Franchisee from attending any convention, conference, or System call while Franchisee is in default of this Agreement.

(f) Any additional required Service or Product introduced into the System by Franchisor must be offered for sale on a continuing basis at the MH Business at the time and in the manner required by Franchisor. Franchisor shall provide Franchisee at least 30-days prior written notice of any new required Service or Product introduced into the System. All equipment, facilities, products, supplies, and other items necessary to add the newly required Services or Products must be acquired, installed, and utilized at the time and in the manner required by Franchisor. The marketing of new Services and Products must begin at the MH Business as reasonably required by Franchisor.

(g) No service or product, except approved Services or Products, may be offered for sale from the Retreat, unless Franchisee receives the prior written consent of Franchisor (which may be granted or denied in Franchisor's sole discretion).

(h) Only advertising and promotional materials, services, equipment, tools, inventory, products, signage, supplies, and uniforms that meet Franchisor's standards and specifications shall be used at the MH Business. Advertising and promotional materials, services, equipment, inventory, products, signage, and supplies produced or approved by Franchisor for use by Franchisee may be used only in the manner and during the period specified by Franchisor. Franchisor may create promotional packages that include specific holiday promotional materials that will be used by Franchisee at Franchisee's own cost.

(i) Equipment, Services, Products, inventory, supplies, signage and other items must be added, eliminated, substituted, and modified at the MH Business as soon as possible in accordance with changes in Franchisor's specifications and requirements.

(j) The MH Business and everything related to the MH Business must be maintained in good condition and must be kept clean, neat and sanitary. All maintenance, repairs and replacements reasonably requested by Franchisor or required in connection with the MH Business must be promptly made.

(k) No alterations of the MH Business materially affecting the image of the MH Business may be made except at Franchisor's request or approval, and any alterations must strictly conform to specifications and requirements established or approved by Franchisor.

(l) The MH Business and the Services provided, and Products sold by Franchisee must comply with all applicable federal, state, and local laws, ordinances, rules, regulations and other requirements applicable to the MH Business. Franchisee must obtain all business licenses and permits required by federal, state and local laws, ordinances, rules and regulations before operating its MH Business. Franchisee must apply for all required licenses and permits within 20

business days after signing this Agreement, and if Franchisee does not obtain all required permits and licenses and other certifications necessary to operate its MH Business before the opening of MH Business, Franchisor may terminate this Agreement.

(m) The employees, equipment, tools, supplies, inventory, products, and other items on hand at the MH Business, must be at all times sufficient to efficiently meet the anticipated volume of business and to ensure the safety and security of Franchisee's patrons.

(n) Franchisee shall maintain a competent, conscientious, and trained staff, and shall take such steps as are necessary to ensure that its employees preserve good customer relations; render competent, prompt, courteous, and knowledgeable service, and meet such minimum standards as Franchisor may establish from time to time in the Brand Standards Manual or otherwise in writing. Franchisee must at all times employ a lead therapist who will hire, train and manage all other massage therapists and aestheticians, if applicable, who work at the MH Business ("**Lead Therapist**"). Franchisee is responsible for its employees' training, wages, taxes, benefits, safety, work schedules, work conditions, assignments, discipline, and termination for compliance with all workplace laws. Franchisee will have sole authority and control over the day to day operation of the MH Business and its employees. At no time will the Franchisee or the Franchisee's employees be deemed to be employees of Franchisor or the Franchisor's affiliates. Neither this Agreement nor Franchisor's course of conduct is intended to be construed, to state, or to imply that Franchisor is the employer of Franchisee's employees and/or independent contractors, nor vice versa. Franchisee shall inform each employee or independent contractor that Franchisee is the employer or contracting party, and that Franchisor is not. Franchisee will post a conspicuous back of house notice explaining to employees that Franchisee is the employer, not Franchisor. Each of Franchisee's employees shall acknowledge in writing that Franchisee alone is the employer and operates the MH Business. Franchisor will not have the power to hire, fire, or manage Franchisee's employees. Franchisee shall be solely responsible for all employment decisions and functions of the MH Business, including, without limitation, those related to hiring, firing, training, directing, scheduling, establishing remuneration, compliance with wage and hour requirements, personnel policies, benefits, recordkeeping, supervision, and discipline of employees and independent contractors, regardless of whether Franchisee has received advice from Franchisor on the subject or not. Franchisee agrees that any direction received from Franchisor regarding employment policies should be considered as examples, and that Franchisee alone is responsible for establishing and implementing personnel policies, and that Franchisee should do so in consultation with local legal counsel well-versed in employment law. Franchisee is required at all times to comply with all applicable employment laws. Franchisor will not have any duty or obligation to operate the MH Business of the Franchisee, to direct the Franchisee's employees nor to oversee the Franchisee's employment policies and practices. Franchisee will use its' legal name on all documents for use with employees and contractors, including but not limited to, employment applications, time cards, pay checks, and employment and independent contractor agreements and will not use the Marks on these documents.

(o) All debts and taxes arising in connection with the MH Business, except those duly contested in a bona fide dispute, must be paid when due.

(p) Franchisee will use its best efforts to ensure customer satisfaction; use good faith in all dealings with customers, potential customers, referral sources, suppliers and creditors; respond to customer complaints in a courteous, prompt and professional manner; and use its best efforts to promptly and fairly resolve customer disputes in a mutually agreeable manner. If a customer contacts the Franchisor with a complaint and Franchisor provides a gift card, refund, or

other value to the customer as part of Franchisor's addressing the issue, Franchisee will reimburse all reasonable costs Franchisor incurs upon invoice by Franchisor.

(q) Franchisee must operate the MH Business 365 days a year, unless authorized otherwise by Franchisor in the Brand Standards Manual, or in writing, in Franchisor's discretion.

(r) Franchisee shall, at Franchisor's request, use credit card vendors, accept debit cards, credit cards, stored value gift cards, or other non-cash systems specified by Franchisor to enable customers to purchase the Products and Services offered by the MH Business. Franchisee shall acquire, at its expense, all necessary hardware and software used in connection with these non-cash systems.

(s) Franchisee agrees to maintain, at all times, credit-card relationships with the credit-card and debit-card issuers or sponsors, check or credit verification services, financial-center services, merchant service providers, and electronic-fund-transfer systems (together, "**Credit Card Vendors**") that Franchisor may periodically designate as mandatory. The term "Credit Card Vendors" includes, among other things, companies that provide services for electronic payment, such as near field communication vendors (for example, "Apple Pay" and "Google Wallet"). Franchisee agrees not to use any Credit Card Vendor for which Franchisor has not given Franchisee its prior written approval or as to which Franchisor has revoked its earlier approval. Franchisor has the right to modify these requirements and designate additional approved or required methods of payment and vendors for processing such payments, and to revoke approval of any service provider. Franchisee agrees to comply with the then-current Payment Card Industry Data Security Standards as those standards may be revised and modified by the PCI Security Standards Council, LLC (see www.pcisecuritystandards.org), or any successor organization or standards that Franchisor may reasonably specify. Among other things, Franchisee agrees to implement the enhancements, security requirements, and other standards that the PCI Security Standards Council (or its successor) requires of a merchant that accepts payment by credit and/or debit cards.

(t) Franchisee shall comply with all terms and pay all fees that may be due under a software license agreement for any software that Franchisee is required to use in the operation of its MH Business as prescribed by Franchisor.

(u) Franchisee shall promptly pay to Franchisor any amount equal to all taxes levied or assessed, including, but not limited to, sales taxes, use taxes, withholding taxes, excise taxes, personal property taxes, intangible property taxes, gross receipts taxes, taxes on Royalties, or any similar taxes or levies imposed upon or required to be collected or paid by Franchisor by reason of the furnishing or products, intangible property (including trademarks or trade names) or services by Franchisor to Franchisee through the sale, license or lease of property or property rights provided by this Agreement.

(v) In the event of any bona fide dispute as to Franchisee's liability for taxes assessed or other indebtedness, Franchisee may contest the validity or the amount of the tax or indebtedness in accordance with the procedures of the taxing authority or applicable law; however, in no event shall Franchisee permit a tax sale or seizure by levy of execution or similar writ or warrant, or attachment by a creditor, to occur against the Retreat, or any improvements thereon.

(w) Franchisee shall comply with the advertising requirements set out in Section 11.

(x) Franchisee shall not use any materials that are false or misleading.

(y) Franchisee shall ensure that all advertising, labeling, packaging and other materials associated with the Services and Products fully conform to all applicable laws and regulations.

(z) Franchisee shall conduct its business operations in accordance with all applicable laws and regulations, including but not limited to, consumer protection laws and regulations. Franchisee shall control the quality of the Services and Products to avoid quality problems or product liability claims or engaging in any other activity that could reflect adversely on Franchisee or Franchisor in the minds of consumers.

(aa) Franchisee shall agree to use in operating the MH Business the computer equipment, operating software and communications equipment designated by Franchisor. Franchisee must obtain the computer system, software license, maintenance and support services and other services related to the computer system from Franchisor or its designated supplier. Franchisor shall have the right to specify or require that certain brands, types, makes, and/or models of communications, computer and technology systems, and hardware by used by, between, or among the MH Businesses, and in accordance with Franchisor's System, including without limitation: (a) back office and point of sale systems, data, audio, video (including managed video security surveillance), telephone, voice messaging, retrieval, and transmission systems for use at the MH Businesses, between or among MH Businesses, and between and among Franchisee's MH Business, and Franchisee, and Franchisor; (b) customer relationship management systems; (c) physical, electronic, and other security systems and measures; (d) printers and other peripheral devices; (e) archival back-up systems; (f) internet access mode (e.g., form of telecommunications connection) and speed; (g) front-of-the-house Wi-Fi and other internet service for customers; and (h) collaboration tools, online scheduling/booking services, native phone apps (collectively, all of the above are referred to as the "**Technology System**").

Franchisee acknowledges and agrees that changes to technology are dynamic and not predictable within the term of this Agreement. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, Franchisee agrees that Franchisor will have the right to establish, in writing, reasonable new standards for the implementation of technology in the System; and Franchisee agrees to comply with those reasonable new standards that Franchisor establishes as if Franchisor periodically revised this Section 8.3 for that purpose. Although Franchisor cannot estimate the future costs of the Technology System, Franchisee agrees to incur the costs of obtaining the computer hardware and software comprising the Technology System (or additions or modifications) and required service or support. Franchisor has no obligation to reimburse Franchisee for any Technology System costs. Within 60 days after Franchisee receives notice from Franchisor, Franchisee agrees to obtain components of the Technology System that Franchisor designates and ensures that Franchisee's Technology System, as modified, is functioning properly. Franchisee must buy, use, and maintain the Technology System under Franchisor's standards and specifications, and Franchisee will have sole and complete responsibility for: (i) the acquisition, operation, maintenance and upgrading of the Computer System; (ii) the manner in which Franchisee's Technology System interfaces with Franchisor's computer system and those of Franchisor's other third parties; and (iii) any and all consequences that may arise if the Technology System is not properly operated, maintained and upgraded. Franchisee agrees to sign any software license agreement or similar document that Franchisor or its affiliates prescribe to regulate Franchisee's use of, and Franchisor's and Franchisee's respective rights and responsibilities with respect to, the software. Franchisor has

the right to monitor and review Franchisee's email communications to ensure that Franchisor's national name, brand and system are not damaged.

Franchisee acknowledges and understands that computer systems are vulnerable to computer viruses, bugs, power disruptions, communication line disruptions, Internet access failures, Internet content failures, data-related problems, and attacks by hackers and other unauthorized intruders. Franchisor does not guarantee that information or communication systems supplied by Franchisor or its suppliers will not be vulnerable to these problems. Franchisee acknowledges and agrees that Franchisee is solely responsible for protecting itself from these problems. Franchisee must also take reasonable steps to verify that Franchisee's suppliers, lenders, Lessors, customers, and governmental agencies on which Franchisee relies, are reasonably protected. This may include taking reasonable steps to secure Franchisee's systems, including, but not limited to, firewalls, access code protection, anti-virus systems, and use of backup systems. Franchisee agrees to comply with all applicable laws pertaining to the privacy of customer, employee, and transactional information ("**Privacy Laws**"). If there is a conflict between Franchisor's standards and policies and Privacy Laws, Franchisee will: (i) comply with the requirements of applicable law; (ii) immediately notify Franchisor in writing of said conflict; and (iii) promptly and fully cooperate with Franchisor in determining the most effective way, if any, to meet the standards within the bounds of applicable law.

(bb) Franchisee shall acquire, maintain, and upgrade hardware, software, information processing and communication systems, and Internet and other network access providers, as prescribed in the Brand Standards Manual and as modified periodically by Franchisor in Franchisor's sole discretion. Franchisee shall comply with any separate software or other license agreements that Franchisor or its designee use in connection with the System. Franchisee shall utilize Franchisor's proprietary software to schedule customer appointments, schedule therapists and track customer appointments, and shall sign Franchisor's then-current form of software license agreement for such use. Franchisee shall utilize Franchisor's required software, proprietary database management and intranet system, when available, for such other uses as prescribed by Franchisor periodically in the Brand Standards Manual, in Franchisor's sole discretion. Weekly sales and Royalty reporting may occur through mandatory software including the automatic draft via electronic transfer of Royalties and Brand Fund Contributions.

(cc) In order to maintain critical communication with Franchisor, promote professional brand representation and support information security, Franchisee shall at all times and for the sole use of its MH Business, maintain the Massage Heights email account established for Franchisee by Franchisor on Franchisor's database and intranet system. Franchisee shall check their Massage Heights email account regularly, at least once each day, unless Franchisee notifies Franchisor that it will be unable to do so for a period of time (such as due to sickness or vacation). If available, Franchisee shall maintain an email account for the sole use of its MH Business on Franchisor's proprietary database management and intranet system.

(dd) Franchisee may not sell products through other channels of distribution such as wholesale, Internet or mail order sales. Franchisee may not establish an account or participate in any social networking sites (including, without limitation, Facebook, Twitter or any other social or professional networking site or blog) or mention or discuss the franchise, Franchisor or Franchisor's affiliates, without Franchisor's prior written consent and is subject to Franchisor's then-current online policy. Franchisor's online policy may completely prohibit Franchisee from any use of the Marks in social networking sites or other online use.

(ee) If Franchisee is an entity, each owner holding an ownership interest greater than 5% in Franchisee must sign an owners agreement, the form of which is attached to this Agreement as **Attachment B**. Franchisor also requires that the spouses of the Franchisee entity owners sign the owners agreement. Any Designated Retreat Director, and if Franchisee is an entity, any officer, director, manager or owner holding an ownership interest of 5% or less in the franchisee entity, must sign the Franchisor's System Protection Agreement. All of Franchisee's employees, independent contractors, agents and representatives that may have access to Franchisor's confidential information must sign a confidentiality agreement, unless they already signed a System Protection Agreement.

8.4 In prescribing standards, specifications, processes, procedures, requirements or instructions under Section 8.3 or any other provision of this Agreement, Franchisor shall have the right to set minimum and maximum prices for advertised Services and Products, unless otherwise prohibited by law.

8.5 Franchisor and Franchisor's representatives shall have the right, upon reasonable notice to Franchisee and during business hours, to inspect the MH Business and all other facilities used for providing Services and selling approved Products. Franchisor and Franchisor's representatives will have the right to observe the manner in which Franchisee is rendering its Services and conducting its operations of the MH Business. Franchisor and Franchisor's representatives shall have the right to discuss with Franchisee, or other personnel Franchisee may designate, all matters that may pertain to compliance with this Agreement and with Franchisor's standards, specifications, requirements, instructions and procedures and Franchisor may document Franchisee's training, maintenance procedures and techniques used in delivering Services as it relates to the MH Business. Franchisee shall in all respects cooperate with Franchisor's rights under this Section 8.5; provided that Franchisor's exercise of these rights shall not unreasonably interfere with Franchisee's conduct of the MH Business. Franchisor shall not have control over the day-to-day managerial operations of the MH Business.

8.6 Franchisee agrees to participate in, and, if required, become a member of any advisory councils or similar organizations Franchisor forms or organizes for Massage Heights franchisees.

8.7 Franchisor may require Franchisee's compliance with the provisions of this Section 8 even if it does not require such compliance by all franchisees.

8.8 Franchisee (if an individual) or its managing owner (if an entity), must personally participate in the operations of the MH Business. Franchisee shall also appoint a qualified and experienced designated retreat director ("**Designated Retreat Director**") having the required experience who shall have direct responsibility for all operations of the MH Business. Franchisee shall also designate a Lead Therapist.

8.9 Franchisee shall become a member of such trade associations or other organizations which, in the reasonable opinion of Franchisor, are useful in the operation of the MH Business. Franchisee shall have the option to become a member of all benefit programs which are offered from time to time by Franchisor to all of its franchisees. The costs of participating in such trade associations, organizations, and benefit programs shall be borne by Franchisee and its employees (if applicable to the employees). Nothing in this Section 8.9 limits Franchisee's freedom to join any franchise or franchisee association of its choosing.

8.10 Franchisee shall at all times have sufficient computer skills to operate Franchisee's computer, understand how to utilize any software Franchisor requires to be used in the MH Business, and to access email and the Internet. If Franchisor determines that Franchisee requires additional computer

training, Franchisor shall notify Franchisee in writing regarding the nature of the additional training required, and Franchisee shall have 90 days to complete such training at a local computer training school at Franchisee's sole cost and expense. Franchisor reserves the right to designate the computer training school which Franchisee must attend. At the end of the training program, Franchisee shall present a certificate reasonably acceptable to Franchisor establishing that Franchisee passed the training course. Franchisee's failure to seek additional training or to pass the course shall constitute a default of this Agreement.

8.11 Franchisee may not open its MH Business until: (i) Franchisor notifies Franchisee in writing that all of Franchisee's obligations have been fulfilled; (ii) the Initial Training Program has been completed to Franchisor's satisfaction; (iii) all amounts due to Franchisor have been paid; (iv) Franchisor has been furnished with copies of all insurance policies and certificates required by Section 12, or other documentation of insurance coverage and payment of premiums that Franchisor may request, in Franchisor's discretion; (v) Franchisee notifies Franchisor that all approvals and conditions set forth in this Agreement have been met; (vi) Franchisee has obtained all necessary permits and licenses; (vii) Franchisee has provided Franchisor with a deed or fully executed copy of the Lease for Franchisee's Retreat negotiated in accordance with the terms of Subsection 8.2(c); and (viii) Franchisee has ordered, received and installed all equipment, supplies, inventory, tools, products, uniforms and computer hardware and software required by Franchisor. Franchisee shall begin operating the MH Business after Franchisor determines that the MH Business is ready for opening.

8.12 To ensure uniformity and compliance with the System, Franchisor may send a mystery shopper or similar third party to Franchisee's MH Business. Franchisor may, but is not obligated to, share the results of the mystery shopper with Franchisee.

9. PURCHASE OF EQUIPMENT, INVENTORY AND SUPPLIES

9.1 Franchisee must at all times maintain an inventory of approved massage related items at Franchisee's Retreat in sufficient quantities and variety to realize the full potential of the MH Business, and in accordance with the procedures and standards set forth in the Brand Standards Manual. Except as specifically set forth in the Brand Standards Manual, Franchisee must purchase all Products, services, equipment, inventory, supplies and software from Franchisor's designated or approved suppliers, manufacturers and distributors. The standards and specifications for equipment, computer hardware and software, inventory, signage, supplies, massage facilities, Services and Products required by Franchisor shall be maintained in the Brand Standards Manual. Franchisor has the right to require Franchisee to discontinue purchasing any Products, services, equipment, inventory, supplies, hardware or software from any supplier, manufacturer or distributor and may designate or approve new suppliers, manufacturers or distributors at any time in Franchisor's sole discretion.

9.2 Franchisor's affiliate or designee will coordinate the ordering, shipping and distribution of MH Business supplies and Franchisee will be required to use that affiliate or designee for those services. Franchisee must use the online ordering system that Franchisor has established to obtain the majority of the products and supplies that Franchisee will use in operating its MH Business. The total purchase price for the products and supplies that Franchisee orders will cover the wholesale price of the products or supplies ordered, plus shipping handling and administrative costs. If the online ordering system is not functioning for any reason, Franchisor will provide instructions for placing and receiving Franchisee's orders while the system is down.

9.3 Franchisee acknowledges and agrees that Franchisor may receive periodic volume rebates or other revenue or consideration as a result of Franchisee's purchases of Franchisee's Products, services, equipment, inventory, supplies and hardware and software from designated or approved suppliers,.

Franchisee further acknowledges and agrees that Franchisor shall be entitled to keep for its own use and account such rebates and revenue. Franchisor may negotiate alternative purchase arrangements with suppliers and distributors of approved products for the benefit of franchisees, and Franchisor reserves the right to receive rebates on volume discounts from the purchase of products that Franchisor may re-sell to Franchisee. Franchisor does not provide material benefits, such as renewing or granting additional franchises to franchisees based on their use of designated or approved suppliers. There are no caps or limitations on the maximum amount of rebates Franchisor may receive from its suppliers as the result of franchisee purchases.

9.4 The names and addresses of Franchisor's required or approved suppliers, manufacturers, vendors, and distributors shall be maintained in the Brand Standards Manual. Franchisor reserves the right to approve all of the Products, supplies, Services, equipment, inventory, hardware and software used in connection with Franchisee's MH Business.

9.5 Franchisee may request that Franchisor inspect a new product or service or approve or designate a new supplier by following the procedures. Franchisee shall pay the costs of the inspection and the test of a sample and all required fees and expenses for approval, as set forth in the Brand Standards Manual and modified periodically by Franchisor in Franchisor's discretion.

10. MARKS, COPYRIGHTED WORKS AND OWNERSHIP OF IMPROVEMENTS

10.1 Franchisee acknowledges and agrees that:

(a) Franchisor is the owner or exclusive licensee of all right, title and interest, together with all the goodwill of the Marks. Franchisee further acknowledges that the Marks designate the origin or sponsorship of the System, the MH Business, and the Products and Services, and that Franchisor desires to protect the goodwill of the Marks and to preserve and enhance the value of the Marks. In the event that Franchisee acquires any rights, title or interest in the Marks, Franchisee agrees to assign and hereby assigns all such rights, title or interest to Franchisor.

(b) All right, title and interest in and to all materials, including but not limited to, the content and format of Products, the Brand Standards Manual and all artwork, designs and advertising materials created by Franchisor, and used with the Marks or in association with the MH Business ("**Copyrighted Materials**") are the property of Franchisor. Additionally, all Copyrighted Materials created by Franchisee or any other person or entity retained or employed by Franchisee are works made for hire within the meaning of the United States Copyright Act and are the property of Franchisor, who shall be entitled to use and license others to use such Copyrighted Materials unencumbered by moral rights. To the extent the Copyrighted Materials are not works made for hire or rights in the Copyrighted Materials do not automatically accrue to Franchisor, Franchisee irrevocably assigns and agrees to assign to Franchisor, its successors and assigns, the entire right, title, and interest in perpetuity throughout the world in and to any and all rights, including all copyrights and related rights, in such Copyrighted Materials, which Franchisee and the author of such Copyrighted Materials warrant and represent as being created by and wholly original with the author. Where applicable, Franchisee agrees to obtain any other assignments of rights in the Copyrighted Materials from another person or entity necessary to ensure Franchisor's right in the Copyrighted Materials as required in this Subsection 10.1(b).

(c) Franchisee shall not dispute, contest, or challenge, directly or indirectly, the validity or enforceability of the Marks or Copyrighted Materials or Franchisor's ownership of the Marks or Copyrighted Materials, nor counsel, procure, or assist anyone else to do the same, nor

will it take any action that is inconsistent with Franchisor's ownership of the Marks or Copyrighted Materials, nor will it represent that it has any right, title, or interest in the Marks or Copyrighted Materials other than those expressly granted by this Agreement.

(d) Franchisor may, in its sole and absolute discretion, apply to register or register any trademarks or copyrights with respect to the Services, Products and any other products and services and the Copyrighted Materials. Failure of Franchisor to obtain or maintain in effect any such application or registration is not a breach of this Agreement. Franchisee shall not, before or after termination or expiration of the Agreement, register or apply to register any of the Marks or any trademark, service mark or logo confusingly similar thereto or any Copyrighted Materials, anywhere in the world.

(e) Upon Franchisor's request, Franchisee shall cooperate fully, both before and after termination or expiration of this Agreement and at Franchisor's expense, in confirming, perfecting, preserving, and enforcing Franchisor's rights in the Marks and Copyrighted Materials, including but not limited to, executing and delivering to Franchisor such documents as Franchisor reasonably requests for any such purpose, including but not limited to, assignments, powers of attorney, and copies of commercial documents showing sale and advertising of the Services and Products and other products and services. Franchisee hereby irrevocably appoints Franchisor as its attorney-in-fact for the purpose of executing such documents.

(f) All usage of the Marks by Franchisee and any goodwill established by Franchisee's use of the Marks shall inure to the exclusive benefit of Franchisor. This Agreement does not confer any goodwill or other interests in the Marks to Franchisee upon expiration or termination of the Agreement.

(g) **FRANCHISOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE USE, EXCLUSIVE OWNERSHIP, VALIDITY OR ENFORCEABILITY OF THE MARKS OR COPYRIGHTED MATERIALS.**

10.2 Franchisee acknowledges and agrees that:

(a) Franchisee's right to use the Marks and Copyrighted Materials are derived solely from this Agreement. Franchisee may only use the Marks and Copyrighted Materials in its operation of the MH Business and only in compliance with this Agreement and all applicable standards, specifications, and operating procedures prescribed by Franchisor in the Brand Standards Manual and elsewhere from time to time during the Term and any Successor Term. Franchisee shall make every effort consistent with this Agreement to protect, maintain, and promote the Marks as identifying the System and only the System.

(b) Any unauthorized use of the Marks or Copyrighted Materials by Franchisee constitutes a breach of this Agreement and an infringement of the rights of Franchisor in and to the Marks and Copyrighted Materials.

(c) Franchisee shall not use any Marks or portion of any Marks as part of a corporate or trade name, or with any prefix, suffix or other modifying words, terms, designs or symbols, or in any modified form. Franchisee shall obtain such fictitious or assumed name registrations as may be required by Franchisor or under applicable law.

(d) In order to preserve the validity and integrity of the Marks and Copyrighted Materials licensed herein and to assure that Franchisee is properly employing the same in the

operation of its MH Business, upon reasonable notice to Franchisee, Franchisor or its agents shall have the right of entry and inspection of Franchisee's Retreat and MH Business and operating procedures pursuant to Section 8.5.

(e) Franchisee will safeguard and maintain the reputation and prestige of the Marks and Copyrighted Materials and will not do anything that would tarnish the image of or adversely affect the value, reputation or goodwill associated with the Marks. Franchisee will not do anything that would dilute, directly or indirectly, the value of the goodwill attached to the Marks, nor counsel, procure or assist anyone else to do the same.

(f) Franchisee will use the Marks and Copyrighted Materials only in lettering, logos, print styles, forms, and formats, including but not limited to, advertising and promotional materials, invoices, signage, business checks, business cards, stationery, and promotional items such as clothing, hats, pens, mugs, etc., which have been approved by Franchisor in accordance with this Agreement, and promptly follow instructions regarding the Marks and Copyrighted Materials as provided in the Brand Standards Manual and otherwise given by Franchisor periodically.

(g) Franchisee will use the following copyright notice at least once on each piece of advertising, promotional, or other material used in connection with the Products and Services:

© (year of first publication). Massage Heights Franchising, LLC. All Rights Reserved.

(h) Franchisee will use the Marks with a superscript "®" or "™", as specified by Franchisor, unless and until advised by Franchisor to use a different notice.

10.3 Franchisee acknowledges and agrees that:

(a) If, in Franchisor's reasonable determination, the use of Marks or Copyrighted Materials in connection with the Services, Products, other products and services or the MH Business will infringe or potentially infringe upon the rights of any third party, weakens or impairs Franchisor's rights in the Marks or Copyrighted Materials, or it otherwise becomes advisable at any time in Franchisor's sole discretion for Franchisor to modify or discontinue use of the Marks or Copyrighted Materials, then upon notice from Franchisor, Franchisee will immediately terminate or modify such use in the manner prescribed by Franchisor. Franchisor may require Franchisee to use one or more additional or substitute trade names, trademarks, service marks or other commercial symbols or copyrighted materials.

(b) Franchisee shall notify Franchisor within three days after receiving notice of any claim, demand or cause of action based upon or arising from any attempt by any other person, firm or corporation to use the Marks or any colorable imitation thereof or the Copyrighted Materials. Upon receipt of timely notice of an action, claim or demand against Franchisee relating to the Marks or Copyrighted Materials, Franchisor shall have the sole right, but not the duty, to defend any such action. Franchisor shall have the exclusive right to contest or bring action against any third party regarding the third party's use of any of the Marks or Copyrighted Materials and shall exercise such right in the sole discretion of Franchisor. Franchisor shall control all actions but not be obligated to take any action. In any defense or prosecution of any litigation relating to the Marks, Copyrighted Materials or components of the System undertaken by Franchisor, Franchisee shall cooperate with Franchisor, execute any and all documents, and take all actions as may be desirable or necessary in the opinion of Franchisor's counsel, to carry out such defense or prosecution. At Franchisor's option, Franchisee will join in any action, in

which case Franchisor shall bear all the out-of-pocket costs of Franchisee for such participation. If Franchisee joins in an action, then the recovery, if any, from such legal action shall be first applied to the total expenses associated therewith and then split equally between Franchisor and Franchisee.

10.4 All provisions of this Agreement applicable to the Marks and Copyrighted Materials apply to any and all additional trademarks, service marks, commercial symbols and copyrighted materials authorized for use by and licensed to Franchisee by Franchisor after the date of this Agreement.

10.5 During the Term, or any Interim Period, any improvements or additions to the System, patents, Copyrighted Materials, website or any other documents or information pertaining to or relating to the System or the MH Business, or any new trade names, trade and service marks, logos, or commercial symbols related to the MH Business or any advertising and promotional ideas or inventions related to the MH Business (collectively, the “**Improvements**”) that Franchisee conceives or develops shall become Franchisor’s property. Franchisee agrees to assign and do hereby assign to Franchisor, all right, title and interest in and to the Improvements, including the right to grant sublicenses to any such Improvement. Franchisee shall fully disclose the Improvements to Franchisor, without disclosure of the Improvements to others, and shall obtain Franchisor’s written approval prior to using such Improvements. Any such Improvement may be used by Franchisor and all other Massage Heights franchisees without any obligation to Franchisee for royalties or other fees. Franchisor may, in its discretion, apply for and own copyrights, patents, trade names, trademarks and service marks relating to any such Improvement and Franchisee shall cooperate with Franchisor in securing such rights. Franchisor may also consider such Improvements as Franchisor’s property and Trade Secrets. In return, Franchisor shall authorize Franchisee to utilize any Improvement that may be developed by other franchisees and is authorized generally for use by other franchisees. All Improvements created by Franchisee or any other person or entity retained or employed by Franchisee are Franchisor’s property, and Franchisor shall be entitled to use and license others to use such Improvements unencumbered by moral rights. If any of the Improvements are copyrightable materials, they shall be works made for hire within the meaning of the United States Copyright Act and, to the extent the Copyrighted Materials are not works made for hire or rights in the Copyrighted Materials do not automatically accrue to Franchisor, Franchisee irrevocably assigns and agrees to assign to Franchisor, its successors and assigns, the entire right, title, and interest in perpetuity throughout the world in and to any and all rights, including all copyrights and related rights, in such Copyrighted Materials, which Franchisee and the author of such Copyrighted Materials warrant and represent as being created by and wholly original with the author. Where applicable, Franchisee agrees to obtain any other assignments of rights in the Improvements from another person or entity necessary to ensure Franchisor’s right in the Improvements as required in this Section.

11. ADVERTISING AND PROMOTION

11.1 Initial Advertising Program. Franchisor or Franchisor’s approved supplier will conduct an initial advertising program (“**Initial Advertising Program**”) for the benefit of Franchisee’s MH Business. The Initial Advertising Program is intended to generate awareness within the local trade area surrounding the Retreat and to promote introductory massage services and memberships. Franchisor will develop and implement the Initial Advertising Program in Franchisor’s sole discretion and will conduct the program prior to opening and during the first month that the MH Business is operating. Franchisee shall pay Franchisor, or Franchisor’s approved supplier, \$25,000 for the Initial Advertising Program when Franchisee signs the Lease or purchase agreement for the MH Business. The Initial Advertising Program payment is non-refundable. The Initial Advertising Program is in addition to the Minimum Local Advertising Requirement, described below.

11.2 Minimum Local Advertising Requirement.

(a) Beginning on the 31st day following the date that Franchisee opens the MH Business, Franchisee will be required to spend at least the greater of (i) 3% of the MH Business' Gross Revenues and (ii) \$1,200 per month on local advertising (the "**Minimum Local Advertising Requirement**") If Franchisor elects to modify the Brand Fund Contribution percentage as described in Section 11.3(b), Franchisee's Minimum Local Advertising Requirement will be reduced or increased proportionately such that Franchisee shall not be required to spend more than 6% of its Gross Revenues on the Minimum Local Advertising Requirement and Brand Fund Contribution combined.

(b) If Franchisee fails to spend the Minimum Local Advertising Requirement by the end of any year, Franchisee will be required to pay the difference between the amount that Franchisee actually spent on local advertising during the year and the minimum amount that Franchisee was required to spend on local advertising during the year directly to Franchisor or to the Brand Fund, if so directed by Franchisor.

(c) All advertising conducted for the Minimum Local Advertising Requirement must be in accordance with the Brand Standards Manual. Franchisee agrees to use all mandated vendors for mandated services that we require. Franchisor may require Franchisee to pay all or any portion of Franchisee's Minimum Local Advertising Requirement to Franchisor, Franchisor's affiliates or designated suppliers, in Franchisor's sole discretion in exchange for advertising services that Franchisor mandates regardless of whether Franchisee might be able to purchase such services on its own or for a lower price. Franchisor currently collects \$670 per month from franchisees for each of their MH Businesses to pay for certain social media management services, public relation services and web landing page optimization services, all of which are provided by Franchisor's designated vendors for the benefit of each franchisee's MH Business. Franchisor may increase or decrease the amount that it collects from franchisees or the purpose for which those amounts are collected in Franchisor's sole discretion, provided that the total amount that Franchisor collects from Franchisee on an annual basis under this Section shall not exceed Franchisee's Minimum Local Advertising Requirement for that year.

(d) Franchisor may list information in an online classified directory listing.

(e) Franchisee agrees to participate in all system-wide promotions and advertising campaigns that Franchisor creates.

(f) 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 to honor the rebates, giveaways and other promotions issued by other MH Businesses under any such program, so long as such compliance does not contravene any applicable law, rule or regulation.

(g) Franchisee agrees it will not create or issue any gift cards or gift certificates and will only sell gift cards and gift certificates that have been issued or sponsored by Franchisor and which are accepted at all MH Businesses, and Franchisee will not issue coupons or discounts of any kind except as approved by Franchisor.

(h) All advertising and promotions by Franchisee shall be conducted in a dignified manner and shall conform to the standards and requirements set forth in the Brand Standards Manual or otherwise. Franchisee shall obtain Franchisor's prior approval of all advertising and

promotional plans and materials prior to use if such plans and materials were not prepared by Franchisor or previously approved by Franchisor during the 6 months prior to their proposed use. Franchisee shall submit such unapproved plans and materials to Franchisor, and Franchisor shall approve or disapprove such plans and materials within 14 days of Franchisor's receipt. Franchisee shall not use unapproved plans or materials until they have been approved by Franchisor, and shall promptly discontinue use of any advertising or promotional plans or materials or websites, whether or not previously approved, upon notice from Franchisor. If Franchisee violates any provision of this Section 11.2(h), in addition to all other remedies available to Franchisor, Franchisee will pay an unauthorized advertising fee of \$500 per occurrence to the Brand Fund to offset the damage caused by Franchisee's breach.

(i) Franchisor shall make available to Franchisee all advertising and promotion materials for the MH Business which are used by Franchisor and other franchisees. Franchisee may not develop advertising materials for use in the MH Business without Franchisor's approval. If Franchisor approves the advertising materials prepared by Franchisee in writing, Franchisor may make available to other franchisees such advertising and promotion materials. Franchisee must pay duplication costs of any advertising or promotion material provided by Franchisor.

11.3 Brand Fund.

(a) Franchisor has formed an advertising fund for marketing of the System, the Marks and the MH Businesses ("**Brand Fund**"). Franchisee shall pay 3% of Franchisee's Gross Revenues for the preceding two weeks to Franchisor ("**Brand Fund Contribution**") at the same time and in the same manner as the Royalty. No action taken by Franchisor shall diminish Franchisee's obligations to pay the Brand Fund Contribution to the Brand Fund. The Brand Fund Contribution is in addition to all other advertising obligations Franchisee has in this Agreement.

(b) Franchisor reserves the right to increase the Brand Fund Contribution to up to 6% of Franchisee's Gross Revenues upon 30 days written notice to Franchisee. Any modification to Franchisee's required Brand Fund Contribution above or below 3% of Gross Revenues will be offset by an equivalent reduction or increase in the Minimum Local Advertising Requirement such that Franchisee will at all times be required to spend cumulatively 6% of Franchisee's Gross Revenues on the combined Brand Fund Contribution and Minimum Local Advertising Requirement. If (i) Franchisee's Gross Revenues exceed \$1,500,000 during any calendar year, and (ii) Franchisee has not defaulted in its obligation to timely and properly make its Brand Fund Contributions in the calendar year, then Franchisee shall not be required to make any additional contributions to the Brand Fund for the remainder of the calendar year in which Franchisee's Gross Revenues exceeded \$1,500,000.

(c) Advertising materials and services will be provided to Franchisee through the Brand Fund. Franchisor may occasionally provide for placement of advertising, development of promotional materials, and undertaking public relations activities on behalf of the entire System, including franchisees, or on behalf of a particular region, that may not include Franchisee, through the Brand Fund. Franchisor reserves the right to use the Brand Fund Contribution from the Brand Fund to place advertising in national media or regional media (including broadcast, print, electronic, or other media) in the future. Franchisor may use any media for disseminating Brand Fund advertisements, including direct mail, print ads, the Internet, radio, billboards and television. Franchisee acknowledges that the Brand Fund is intended to maximize the general brand recognition of the System. Franchisor is not obligated to expend Brand Funds on Franchisee's behalf or benefit or expend Brand Funds equivalent or proportionate to Franchisee's Brand Fund Contributions on Franchisee's behalf or benefit.

(d) Franchisor may use the Brand Fund for advertising, public relations, market research, trade show attendance, goodwill retention programs such as gift card and prepaid membership reimbursement from expired or terminated franchises (to be indemnified by Franchisee under Section 12.2), promotion, point-of-sale materials, point-of-sale systems, photography, and illustrations to be used in promotional materials, marketing of goods and services provided by Franchisor and outside vendors, including but not limited to marketing agencies, and administration of the Brand Fund, including but not limited to, salaries, overhead, the rental of office space, administrative, accounting, collection and legal costs and expenses. The Brand Fund will be administered by Franchisor, its affiliates or designees, at Franchisor's discretion. The Brand Fund will be used to promote the System, Services and Products sold by franchisees and will not be used for advertising that is principally a solicitation for the sale of franchises; provided, however, that Franchisee acknowledges and agrees that Franchisor may undertake certain activities using funds from the Brand Fund that have the effect of increasing the visibility of, and interest in, the System by prospective franchisees, and Franchisor reserves the right to include a notation in any advertisement or website indicating "Franchises Available" or similar phrasing or information regarding acquiring a franchise. Franchisor does not guarantee that advertising expenditures from the Brand Fund will benefit Franchisee or any other franchisee directly, on a pro rata basis, or at all. Franchisor is not obligated to spend any amount on advertising in the geographical area where Franchisee is or will be located. Franchisor's accounting and marketing personnel or a representative designated by Franchisor will administer the Brand Fund. Each franchisee will be required to contribute to the Brand Fund, but certain franchisees may contribute on a different basis depending on when the franchisee signed its franchise agreement. Franchisor-owned outlets may, but are not required to, contribute to the Brand Fund. Franchisor may reimburse itself, its authorized representatives, or its affiliates from the Brand Fund for administrative costs, independent audits, reasonable accounting, bookkeeping, reporting and legal expenses, taxes, and all other direct or indirect expenses associated with the programs funded by the Brand Fund. Franchisor assumes no fiduciary duty to Franchisee or other direct or indirect liability or obligation to collect amounts due to the Brand Fund or to maintain, direct or administer the Brand Fund. The Brand Fund will be maintained by Franchisor in a separate account. The Brand Fund is not audited. Once per year, an annual un-audited financial statement of the Brand Fund, at the expense of the Brand Fund, will be available 120 days after Franchisor's fiscal year end to Franchisee for review once a year upon request.

(e) The Brand Fund may be terminated at any time by Franchisor, in its sole discretion. In the event that the Brand Fund is terminated, any remaining balance in the Brand Fund will be expended as provided for in Section 11.3(d) or returned to Franchisee on a pro-rata basis. Except as set forth in the previous sentence, the Brand Fund Contributions collected by the Brand Fund are non-refundable.

(f) Franchisee shall fully participate in all such promotional campaigns, prize contests, special offers, and other programs, national, regional, or local in nature (including the introduction of new Services, Products, new franchises or other marketing programs directed or approved by Franchisor), which are prescribed from time to time by Franchisor. Franchisee shall be responsible for the costs of such participation. Franchisor will EFT debit Franchisee for any costs associated with such promotional programs. In addition, Franchisee shall honor any coupons, gift certificates or other authorized promotional offers of Franchisor at Franchisee's sole cost unless otherwise specified in writing by Franchisor. Franchisee will maintain an adequate supply of marketing brochures, pamphlets and promotional materials as may be required by Franchisor from time to time. The cost for such participation will be applied to Franchisee's Minimum Local Advertising Requirement obligations set forth in Section 11.2.

(g) Franchisor (and any designee of Franchisor) will have no direct or indirect liability or obligation to Franchisee or the Brand Fund or otherwise with respect to the management, maintenance, direction, administration or otherwise of the Brand Fund. Franchisee and Franchisor agree that their rights and obligations with respect to the Brand Fund and all related matters are governed solely by this Agreement and neither this Agreement or the Brand Fund creates a trust, fiduciary relationship, or similar arrangement between Franchisor and Franchisee.

11.4 Local and Regional Advertising Cooperatives.

(a) Franchisor reserves the right to form a cooperative advertising association (“**Cooperative**”) for the purpose of jointly advertising and promoting Massage Heights franchises. Members of the Cooperative will be responsible for administering the Cooperative, including determining the amount of contributions from each member and preparing bylaws or other governing documents subject to the terms of this Agreement, Brand Standards Manual, and Franchisor’s approval.

(b) If, in connection with a Cooperative’s formation, governing documents or functioning, its members are unable to reach agreement with respect to any disagreement over organization, administration, “spill” policy, contribution waivers or exceptions, budget or other matters that the members cannot resolve within 45 days, the issue will be referred to Franchisor for resolution. Franchisor’s decision with respect to the issue’s resolution will be binding on all members of the Cooperative. Local and regional advertising cooperative fees will be established by members of the Cooperative.

(c) Franchisee agrees (i) to join, participate in, and actively support any Cooperative established to include Franchisee’s MH Business, and (ii) to make contributions to each Cooperative on the payment schedule adopted by the Cooperative’s members and at the contribution rate Franchisor approves. Contributions Franchisee makes to the Cooperative will be credited toward Franchisee’s Minimum Local Advertising Requirement.

(d) Franchisor shall have the sole right, in its discretion, to form, change, dissolve or merge any Cooperative.

11.5 Internet Website.

(a) Franchisor may establish and maintain an Internet website and certain social media sites (“**Sites**”) that provide information about the System, the services and products that MH Businesses offer, and to offer online reservations for guests. Franchisor will have sole discretion and control over the Sites’ design and contents. Franchisor may use part of the Brand Fund’s revenues to pay or reimburse itself for the costs of maintaining and updating the Sites, except that Franchisor may not use Brand Fund contributions to pay for those components of the website that are devoted to the sale of Massage Heights franchises.

(b) The Sites may include a section that provides the address, telephone number and email address of each Retreat in the System, including Franchisee’s Retreat.

(c) Franchisee will not have any independent right to advertise its MH Business on the Internet, including discount websites offering Products or Services at reduced prices, or establish any Sites utilizing the Marks without the prior written consent of Franchisor, which may be withheld in Franchisor’s sole discretion. Franchisee may not independently market on the

Internet, or use any domain name, address, locator, link, metatag, or search technique, with words or symbols similar to the Marks or otherwise establish any presence on the Internet without Franchisor's prior written approval. Franchisee agrees to use only vendors approved by Franchisor for all digital online marketing (SEO, PPC, reputation management, social media, scheduling/booking services, native phone apps, etc.), approved local marketing management and approved reporting systems. Franchisor intends that any Franchisee website developed exclusively or primarily for purposes of promoting the MH Business be accessed only through Franchisor's home page. Franchisee shall provide Franchisor with content for Franchisor's Internet marketing, and shall sign Internet and intranet usage agreements, if any. Franchisor retains the right to approve any linking or other use of its website or require the removal of any website utilizing the Marks upon notice to Franchisee

11.6 Advisory Council

Franchisor has formed an advisory council ("**TEAM Council**"). The TEAM Council consists of up to nine U.S. franchise members, one Canada franchise member, and up to two Franchisor members. The nine U.S. franchise members of the TEAM Council are elected by all franchisees in the System. The member from Canada and the Franchisor members are chosen by Franchisor. Franchisor has the power to form, change or dissolve the Team Council or any other advertising council in its sole discretion. Franchisee agrees to participate in the TEAM Council, if elected.

11.7 Photo/Video Release.

Franchisee acknowledges and authorizes Franchisor to use Franchisee's likeness in a photograph in any and all of Franchisor's publications, including printed and digital publications and on websites or social media sites. Franchisee agrees and understands that any photograph using Franchisee's likeness will become Franchisor's property and will not be returned. Franchisee agrees and irrevocably authorizes Franchisor to edit, alter, copy, exhibit, publish or distribute any photograph of Franchisee for any lawful purpose. Franchisee agrees and waives any rights to royalties or any other compensation related to Franchisor's use of any photograph of Franchisee. Franchisee agrees to hold harmless and forever discharge Franchisor from all claims, demands, and causes of action which Franchisee may have in connection with this authorization.

12. INSURANCE AND INDEMNITY

12.1 Franchisee shall, prior to opening or operating the MH Business, purchase and at all times maintain in full force and effect:

(a) Insurance policies, in such amounts and on such terms, as prescribed by the Brand Standards Manual, issued by an insurance company authorized to do business in the state where the Retreat is located, and must be acceptable to Franchisor, at all times during the Term of this Agreement and any Successor Terms. The insurance company must be rated A-VIII "A" or better by A.M. Best & Company, Inc. or a similar reporting company if such rating is unavailable in Franchisee's area (or similar criteria as Franchisor specifies). Insurance coverage must include, but is not limited to, (i) comprehensive general liability with limits not less than \$1,000,000 per occurrence (\$2,000,000 in the aggregate); (ii) professional liability with limits of not less than \$1,000,000 per occurrence (\$2,000,000 in the aggregate) per year; (iii) hired and non-owned auto liability with limits not less than \$1,000,000 per occurrence; (iv) owned auto combined single liability in compliance with required state minimum limits but not less than \$100,000; (v) worker's compensation and employer's liability equal to or in excess of those required by law; (vi) business interruption for no less than six (6) months; (vii) sexual abuse and

molestation liability limits not less than \$100,000 per occurrence (\$300,000 in the aggregate); and (viii) employment practices liability limits not less than \$100,000 in the aggregate. Franchisee will also be required to obtain industry specific riders to its policies as detailed in the Brand Standards Manual. Franchisor may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverage to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, changing economic conditions, or other relevant changes in circumstances. All insurance policies Franchisee purchases, except for employment liability insurance policies, must insure Franchisee, Franchisor, Franchisor's Affiliates, and Franchisor's and Franchisor Affiliates' respective officers, directors, shareholders, managers, members and all other parties designated by Franchisor, as additional named insureds against any liability which may accrue against them because of the ownership, maintenance or operation of the MH Business. The policies must also stipulate that Franchisor shall receive a 30-day prior written notice of cancellation and must contain endorsements by the insurance companies waiving all rights of subrogation against Franchisor. Original or duplicate copies of all insurance policies, certificates of insurance, or other proof of insurance (collectively, "**Certificates of Insurance**") acceptable to Franchisor, including original endorsements effecting the coverage required by this Section, shall be furnished to Franchisor, or Franchisor's designee, together with proof of payment within ten days of issuance thereof. Franchisee shall also furnish Franchisor, or Franchisor's designee, with certificates and endorsements evidencing such insurance coverage within ten days after each of the following events: (i) at all policy renewal periods, no less often than annually, and (ii) at all instances of any change to, addition to, or replacement of, any insurance. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are subject to approval by Franchisor. Franchisor reserves the right to require complete, certified copies of all required insurance policies at any time in Franchisor's sole discretion. In the event Franchisee fails to obtain or maintain the required insurance and to keep the same in full force and effect, Franchisor, or Franchisor's designee, may, but shall not be obligated to, purchase insurance on Franchisee's behalf from an insurance carrier of Franchisor's choice, and Franchisee shall reimburse Franchisor for the full cost of such insurance, along with a service charge of 20% of the premium to compensate Franchisor for the time and effort expended to secure such insurance, within 5 days of the date Franchisor delivers an invoice detailing such costs and expenses to Franchisee. Franchisee will be required to provide Franchisor any information needed to obtain insurance on behalf of Franchisee. Notwithstanding the foregoing, failure of Franchisee to obtain insurance constitutes a material breach of this Agreement entitling Franchisor to terminate this Agreement or exercise any or a combination of the other default remedies set forth in Section 17 of this Agreement. Franchisee shall also procure and pay for all other insurance required by state or federal law. Franchisor reserves the right to modify minimum insurance requirements or the types of coverage required at any time in its sole discretion by updating the Brand Standards Manual.

(b) All public liability and property damage policies shall contain a provision that Franchisor, although named as an additional insured, shall nevertheless be entitled to recover under such policies on any loss occasioned to Franchisor or its shareholders, members, directors, managers, employees or agents.

(c) All liability insurance policies procured and maintained by Franchisee in connection with the MH Business will require the insurance company to provide and pay for attorneys to defend any legal actions, lawsuits or claims brought against Franchisee, and, except for legal actions, lawsuits and claims related to employment liability, Franchisor, Franchisor's

Affiliates and their respective officers, directors, managers, members, agents, employees, and all other entities or individuals designated by Franchisor as additional insureds.

12.2 Franchisee shall, during the Term and any Successor Terms and after the termination or expiration of this Agreement, indemnify and defend Franchisor, its Affiliates, parents, subsidiaries or related companies, divisions and partnerships, and their respective past and present stockholders, partners, directors, officers, employees, agents, attorneys and assignees, and the spouses of such individuals (collectively, “**Indemnified Parties**” or individually, “**Indemnified Party**”) for, and hold the Indemnified Parties harmless against, any loss, liability, taxes or damages (actual or consequential) and all reasonable costs and expenses (including, without limitation, reasonable accountants’, attorneys’ and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses) of defending any claim brought against any Indemnified Party or any action in which any Indemnified Party is named. Such claims or actions shall include, but are not limited to, the following:

- (a) a breach of this Agreement, or any other agreement between the parties, or any breach of a Lease or other instrument by which the right to occupy any Retreat or any other premises used by Franchisee to operate the MH Business is held, by Franchisee;
- (b) any injury to, or loss of property of, any person in, or on, the Retreat or any other premises used by Franchisee to operate the MH Business;
- (c) Franchisee’s taxes, liabilities, costs or expenses of its MH Business;
- (d) any negligent or willful act or omission of Franchisee, its officers, directors, managers, members, partners, employees, agents, servants, contractors or others for whom it is, in law, responsible;
- (e) any violation of any federal, state or local law, ordinance or regulation imposing requirements or prohibitions on Franchisee in the operation of the MH Business;
- (f) any advertising or promotional material distributed, broadcasted or in any way disseminated by Franchisee, or on its behalf unless such material has been produced, or approved in writing, by Franchisor;
- (g) any loss of data including, but not limited to customer information, resulting from a breach of such data caused in whole or in part by Franchisee or Franchisee’s negligence; and
- (h) Franchisee’s employment or other contractual relationship with Franchisee’s employees, workers, managers, or independent contractors, including but not limited to any allegation, claim, finding or ruling that Franchisor is an employer or joint employer of Franchisee’s employees.
- (i) Franchisee’s failure to pay the monies payable (to Franchisor or any of Franchisor’s Affiliates) pursuant to this Agreement, or to do and perform any other act, matter, or thing required by this Agreement; and
- (j) any action by Franchisor to obtain performance by Franchisee of any act, matter, or thing required by this Agreement.

Each Indemnified Party shall have the right to defend any such claim against it at Franchisee's expense and agree to settlements or take any other remedial, corrective or other actions.

12.3 Franchisor agrees to indemnify Franchisee against, and reimburse Franchisee for, all damages for which Franchisee is held liable in any trademark infringement proceeding arising out of Franchisee's use of any Mark pursuant to and in compliance with this Agreement, and for all costs Franchisee reasonably incurs in the defense of any such claim in which Franchisee is named as a party, so long as Franchisee has timely notified Franchisor of the claim, have not altered the Mark, and have otherwise complied with this Agreement.

12.4 Franchisor may require Franchisee's assistance, but Franchisor will exclusively control any proceeding or litigation relating to Franchisor's Marks. Franchisor has no obligation to pursue any infringing users of the Marks. If Franchisor learns of an infringing user, Franchisor will take the action appropriate, but Franchisor is not required to take any action if Franchisor does not feel it is warranted. Franchisee must notify Franchisor within three days if Franchisee learns that any party is using the Marks or a trademark that is confusingly similar to the Marks. Franchisor has the sole discretion to take such action as Franchisor deems appropriate to exclusively control any litigation or administrative proceeding involving a trademark licensed by Franchisor to Franchisee.

12.5 Franchisor and any other party which is indemnified by this Section 12 has the right to defend any claim brought under this Section 12 and such defense shall not be considered a waiver of the party's rights to indemnification under this Section 12.

13. RELATIONSHIP

13.1 Franchisee acknowledges that it is an independent contractor and is not an agent, partner, joint venturer or employee of Franchisor and no training or guidance given by, or assistance from, Franchisor shall be deemed to negate such independence. Neither party is liable or responsible for the other's debts or obligations, nor shall either party be obligated for any damages to any person or property directly or indirectly arising out of the operation of the other party's business authorized by or conducted pursuant to this Agreement. Franchisor and Franchisee agree that no partnership, fiduciary relationship, joint venture, employment, or joint-employment relationship exists between them. Franchisee shall conspicuously identify itself in all public records and all dealings with the public as a sole operator that is an entity separate from Franchisor and state that Franchisor has no liability for the MH Business being conducted from the Retreat. This shall include, but not be limited to, all membership agreements between Franchisee and clients of the MH Business. It is expressly agreed that the parties intend by this Agreement to establish between Franchisor and Franchisee the independent contractor relationship of a franchisor and franchisee. 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. 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 the employees of Franchisee and shall not, for any purpose, be deemed employees of Franchisor or subject to Franchisor's control. Franchisee agrees to clearly inform each of its employees and contractors that the Franchisee is the sole employer or contractual party, respectively. Franchisee agrees to explain to its employees and contractors the respective roles of a franchisor and franchisee and the relationship as Franchisor and Franchisee, and Franchisee will request that its employees and contractors sign any acknowledgement or disclosure explaining the differences between Franchisor and Franchisee. Franchisee will post a conspicuous notice that employees are employed by Franchisee and not Franchisor. Franchisee will use its legal name on all documents for use with employees and contractors, including but not limited to, employment applications, time cards, pay

checks, and employment and independent contractor agreements and will not use the Marks on these documents. Each of the parties agrees to 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. Franchisee acknowledges that Franchisor has no responsibility to ensure that the MH Business is developed and operated in compliance with all applicable laws, ordinances, and regulations and that Franchisor shall have no liability in the event the development or operation of the MH Business violates any law, ordinance, or regulation.

13.2 Neither party hereto shall make any agreements, representations or warranties (except by Franchisor in advertising as provided herein) in the name of, or on behalf of, the other party; neither party hereto shall be obligated by, nor have any liability for, any agreements, representations or warranties made by the other (except by Franchisor in advertising as provided herein) nor shall Franchisor be liable for any damages to any person or property, directly or indirectly, arising out of the operation of Franchisee's MH Business, whether caused by Franchisee's negligent or willful action or failure to act.

13.3 Franchisor shall have no liability for Franchisee's obligations to pay any third parties, including without limitation, any product vendors, or any value added, sales, use, service, occupation, excise, Gross Revenues, income, property or other tax levied upon Franchisee, the Retreat, Franchisee's property, the MH Business or upon Franchisor in connection with the sales made or business conducted by Franchisee (except any taxes Franchisor is required by law to collect from Franchisee with respect to purchases from Franchisor). Franchisor shall have no liability in the event the development or operation of the MH Business violates any law, ordinance, or regulation.

14. RESTRICTIVE COVENANTS

14.1 Franchisee acknowledges and agrees that:

(a) Franchisee's entire knowledge of the operation of the MH Business, the System, and the concepts and methods of promoting the MH Business hereunder, that it has now or obtains in the future, is derived from Franchisor's Confidential Information and Trade Secrets. Franchisee further acknowledges and agrees that all of the Confidential Information and Trade Secrets are the sole property of Franchisor, represent valuable assets of Franchisor and that Franchisor has the right to use the Confidential Information and Trade Secrets in any manner it wishes at any time.

(b) At all times during and after the Term and any Successor Term, Franchisee, and Franchisees' owners, Designated Retreat Directors, officers, directors, managers, members, partners, and employees who have access to the Confidential Information and Trade Secrets agree that they: (1) will not use the Confidential Information or Trade Secrets in any other business or capacity or for their own benefit; (2) will maintain the absolute confidentiality of the Confidential Information and Trade Secrets; (3) will not make unauthorized copies of any portion of the Confidential Information and Trade Secrets; and (4) will adopt and implement all reasonable procedures Franchisor periodically requires to prevent unauthorized use or disclosure of the Confidential Information and Trade Secrets including requiring employees, Designated Retreat Directors, training class attendees, Franchisee owners, and those individuals who have access to the Confidential Information and Trade Secrets to execute such nondisclosure agreements as Franchisor may require periodically, and provide Franchisor, at Franchisor's request, with signed copies of each of those agreements. Franchisor will be named as a third party beneficiary on such nondisclosure agreements.

(c) Notwithstanding the foregoing, the restrictions on the disclosure and use of the Confidential Information will not apply to the following: (a) Confidential Information in the public domain after it was communicated to Franchisee through no fault of Franchisee, its owners, Designated Retreat Directors or employees; (b) Confidential Information in Franchisee's possession free of any obligation of confidence at the time it was communicated to Franchisee; (c) the disclosure of the Confidential Information in judicial or administrative proceedings to the extent that Franchisee is legally compelled to disclose the information if Franchisee has notified Franchisor before disclosure and used Franchisee's best efforts, and afforded Franchisor the opportunity, to obtain an appropriate protective order or other assurance satisfactory to Franchisor of confidential treatment for the information required to be so disclosed; (d) disclosure made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; (e) disclosure made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; or (f) disclosure made in cases of suit for retaliation based on the reporting of a suspected violation of law, disclosure of Confidential Information to an attorney and for use of the Confidential Information in such court proceeding, so long as any document containing the Confidential Information is filed under seal and Confidential Information is not otherwise disclosed except pursuant to court order.

14.2 Franchisee covenants and agrees that:

(a) During the Term and any Successor Term of this Agreement, Franchisee, its owners, the immediate family members of the owners, Designated Retreat Directors, officers, directors, managers, members, and partners shall not, without the prior written consent of Franchisor, either individually or in a partnership, corporation, limited liability company, joint venture or other business entity or jointly or in conjunction with any person, firm, association, syndicate or corporation, as principal, agent, shareholder, member, partner or in any manner whatsoever, carry on or be engaged in or be concerned with or interested in or advise, lend money to, guarantee the debts or obligations of or permit its name or any part thereof to be used or employed in any business operating in competition with any business offering massage or facial services to the general public ("**Competitive Business**").

(b) Upon termination or expiration of the Term or any Successor Term, or the transfer, sale or assignment of this Agreement by Franchisee, neither Franchisee as an individual, or as a representative of the Franchisee entity, the Designated Retreat Director nor Franchisee's owners, officers, directors, managers, members, or partners will manage, operate, finance, control, participate in, or have any direct or indirect interest (i.e. through a relative) as a disclosed or beneficial owner, investor, partner, director, officer, employee, consultant, representative or agent, for two years, in any Competitive Business in: (1) the Territory or any other franchisee's territory; (2) within 15 miles of the Territory or any other franchisee's territory (whether opened or under development); or (3) within 15 miles of any Franchisor or Affiliate-owned MH Business.

14.3 During the Term (and any Successor Term) of this Agreement and for a period of two years thereafter, Franchisee, Franchisee's owners, officers, directors, managers, members, partners, and the Designated Retreat Director shall not attempt to attain an unfair advantage over other franchisees or Franchisor or any Affiliates thereof by, including but not limited to, public defamation, false or misleading public statements, soliciting any customer of Franchisor, other franchisees or any Affiliates.

14.4 If any person restricted by this Section 14 refuses to voluntarily comply with the foregoing obligations, the two-year period will commence with the entry of any order of a court or arbitrator enforcing this Section 14.

15. ASSIGNMENT

15.1 Franchisee acknowledges that Franchisor's obligations under this Agreement are not personal. Franchisor shall have the absolute right, in its sole discretion and at any time, to unconditionally transfer or assign this Agreement or any of its rights or obligations under this Agreement to any person, corporation or other party.

15.2 Franchisor reserves the right to assign the franchise System to anyone, including the operator of a competing national or regional chain or franchise system. Franchisee acknowledges and agrees that Franchisor may sell its assets, the Marks or the System to any third party of Franchisor's choice; may offer its securities privately or publicly; may merge with or acquire other business entities or be acquired by another business entity; may permit and participate in any transfer or distribution of its securities in connection with a spin-off; may undertake a refinancing, recapitalization, leveraged buyout, or other economic or financial restructuring; or may terminate or cease to exist or dissolve, in any such case without Franchisee's consent and, provided the transferee expressly assumes and undertakes to perform Franchisor's obligations in all material respects, do so free of any responsibility or liability whatsoever to Franchisee after the transaction occurs.

15.3 With regard to any of the above sales, assignment and dispositions, Franchisee expressly and specifically waives any claims, demands, or damages against Franchisor arising from or related to the transfer of the Marks, assets or the System from Franchisor to any other party.

15.4 Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee. Accordingly, this Agreement, Franchisee's rights and interests hereunder, the property and assets owned and used by Franchisee in connection with the MH Business, and any shares, stock, membership or interest in any corporation, limited liability company, or other entity having an interest in the MH Business, shall not be voluntarily or involuntarily, directly or indirectly sold, pledged, assigned, transferred, shared, subdivided, sub-franchised, encumbered or transferred in any way (including, without limitation, in the event of the death of Franchisee if Franchisee is an individual), in whole or in part, in any manner whatsoever without the prior written approval of Franchisor and compliance with all terms of this Section 15. Any unauthorized sale, assignment, transfer or other conveyance, by operation of law or otherwise, or any attempt to do so, shall be deemed void and grounds for termination of this Agreement by Franchisor.

15.5 With and after each valid assignment of this Agreement pursuant to this Section 15, the assignee or assignees of Franchisee shall be deemed to be Franchisee under this Agreement and will be bound by and liable for all of Franchisee's existing and future obligations. No stockholder in any corporation, member in any limited liability company or partner in any partnership which becomes Franchisee shall have any rights under this Agreement by reason of his, her or its stock ownership, membership interest or partnership interest.

15.6 If Franchisee shall at any time determine to sell, in whole or in part, the MH Business, Franchisee shall obtain a bona fide, executed, written offer ("**Purchase Offer**") for the MH Business together with all real or personal property, leasehold improvements and other assets used by Franchisee in its MH Business from a responsible, arms' length, and fully disclosed purchaser and shall submit an exact copy of such Purchase Offer to Franchisor. Franchisor will have a right of first refusal to purchase the MH Business as provided in Section 16 below.

15.7 No transfer or assignment of this Agreement will be approved by Franchisor or be effective unless and until all the following conditions are satisfied:

(a) The proposed transfer is at least one year after the MH Business first opened for business, and Franchisee is in full compliance with this Agreement and paying to Franchisor all outstanding debts or amounts owing to Franchisor and any Affiliates or suppliers of Franchisor;

(b) At the time Franchisee requests Franchisor's approval of the transfer or assignment, Franchisee submits a Notice of Intent to Sell Franchise, together with a \$1,000 non-refundable deposit to Franchisor. The deposit will be applied to the License Transfer Fee upon completion of the transfer;

(c) The transferee executes (i) Franchisor's then-current form of franchise agreement (which, may contain provisions substantially different from those contained herein, including a higher royalty and greater required expenditures for advertising and promotion than are provided hereunder, and such other documents then customarily used by Franchisor to grant franchises, but which shall not require the payment of another Initial Franchise Fee) and (ii) all other documents as may be reasonably requested by Franchisor have been executed;

(d) Franchisee pays to Franchisor a transfer fee ("**License Transfer Fee**") equal to the sum of: (i) 25% of the then-current Initial Franchise Fee; and (ii) an amount equal to Franchisor's expenses actually incurred with respect to the granting of its approval, including but not limited to all of its legal costs with respect to the preparation and execution of the transfer agreement and above noted then-current form of franchise agreement;

(e) Franchisee's execution of a general release of Franchisor, including its officers, directors, members, agents, and employees and Affiliates from such parties' obligations under the Agreement;

(f) The transferee provides a written acknowledgement that it is purchasing all of Franchisee's assets used in the MH Business in accordance with all applicable bulk sales legislation and assuming all of the liabilities of the MH Business unless such liabilities have been paid prior to the closing of the transaction of purchase and sale or unless the sale is a sale of shares in the capital stock or membership interest of Franchisee;

(g) The transferee has adequate financial resources and meets all criteria established by Franchisor for franchisees, in Franchisor's discretion. The transferee shall also complete Franchisor's then-current training program established by Franchisor for franchisees unless: (i) the transferee is a current franchisee in good standing in the System, or (ii) the transferee is or has had a Designated Retreat Director in good standing for a period of one year or more;

(h) Franchisee shall, at Franchisor's request, prepare and furnish to the transferee and/or Franchisor such financial reports and other data relating to the MH Business and its operations as Franchisor deems reasonably necessary or appropriate for the transferee and/or Franchisor to evaluate the MH Business and the proposed transfer. Franchisee agrees that Franchisor may confer with and furnish to the proposed transferee with information concerning the MH Business and the terms and conditions of the proposed transfer without any liability, except for intentional misstatements made to the proposed transferee by Franchisor;

(i) Franchisee and the transferee have entered into a binding agreement subject only to the rights of Franchisor set out in Section 16. They will deliver a copy of this binding

agreement to Franchisor and such agreement shall be subject to Franchisor's approval in writing. Franchisee must advise each prospective transferee of this provision and the other terms of this Agreement;

(j) The proposed transferee or the stockholders, partners, members or owners of a beneficial interest in a proposed corporation, partnership, limited liability company or other entity transferee, execute Franchisor's then-current form of owners agreement or other personal guarantees as Franchisor may request, jointly and severally guaranteeing the proposed transferee's performance of its obligations under the agreements to be entered into;

(k) The proposed transferee shall have demonstrated to Franchisor's satisfaction that it, he or she will meet in all respects Franchisor's standards applicable to new franchisees regarding experience, personal and financial reputation and stability, willingness and ability to devote its, his or her full time and best efforts to the operation of the MH Business, and any other conditions as Franchisor may reasonably apply in evaluating new franchisees. Franchisor must be provided with all information about the proposed transferee as Franchisor may reasonably require;

(l) The transferee agrees to bring the Retreat up to current standards for a MH Business;

(m) Franchisee agrees in writing to comply with all of its post-termination obligations set forth in this agreement including its post-termination covenant not to compete set forth in Section 14.2; and

(n) Franchisee reimburses Franchisor, upon receipt of Franchisor's invoice, for all brokerage commissions, finder's fees, placement fees and similar charges Franchisor incurs as a result of the transfer.

15.8 Franchisee may transfer and assign all of its right, title and interest in and to this Agreement to a corporation, limited liability company or other business entity which is wholly owned and controlled by Franchisee with Franchisor's consent which shall not be withheld if Franchisee complies with such requirements as may from time to time be prescribed by Franchisor including the obtaining of all necessary approvals to the assignment of the Lease, if any, of the Retreat and subject to the following (provided that such assignment shall in no way release Franchisee from any liability under this Agreement):

(a) Contemporaneously with such assignment Franchisee shall cause each shareholder, partner, member, manager, director(s) and officer(s) of the corporation, limited liability company, partnership or other business entity to execute Franchisor's then current form of owners agreement;

(b) No shares or membership interests in the capital of such corporation, limited liability company, partnership or other business entity shall be issued nor shall Franchisee directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, sell, assign, transfer, convey, donate, pledge, mortgage or otherwise encumber any such shares or membership interests or offer or attempt to do so or permit the same to be done without Franchisor's prior written consent;

(c) The corporation, limited liability company, partnership or other business entity shall maintain stop transfer instructions against the transfer of shares or membership interests on

its records subject to the restrictions of this Section and shall have all outstanding shares or membership interest certificates endorsed with the following legend printed conspicuously upon the face of each share or certificate:

“The transfer of this certificate is subject to the terms and conditions of a certain Franchise Agreement with Massage Heights Franchising, LLC. Reference is made to said Franchise Agreement and to the restrictive provisions of the articles of this corporation.”

(d) The articles of incorporation, articles of organization, operating agreement, partnership agreement, shareholder agreement, and by-laws of the corporation, limited liability company, partnership or other business entity shall provide that its objectives or business is confined exclusively to the operation of the MH Business as provided for in this Agreement, and recite that the issuance and transfer of any shares, membership interest, partnership interest or other interest is restricted by the terms of this Agreement, and copies thereof shall be furnished to Franchisor upon request;

(e) Franchisor’s consent to a transfer of any interest subject to the restrictions of this Section shall not constitute a waiver of any claim it may have against the assignor, nor shall it be deemed a waiver of Franchisor’s right to demand exact compliance with any of the terms of this Agreement by the assignee;

(f) Franchisee shall timely deliver a revised, updated and accurate Statement of Ownership attached to this Agreement as Attachment C to Franchisor. The corporation, partnership, limited liability company or other business entity shall thereafter advise Franchisor and keep Franchisor current as to the names and addresses of the directors, officers, members, partners and shareholder of and those persons financially involved in the corporation, partnership, limited liability company or other business entity; and

(g) Franchisee agrees to devote its full time and best efforts to manage the day-to-day operations of the MH Business unless it has an operational partner or Designated Retreat Director.

15.9 Upon the death or permanent disability of an individual Franchisee (or the controlling shareholder, member or partner if Franchisee is a legal entity), the personal representative of such person shall transfer all right, title and interest in this Agreement or such interest in Franchisee to third party approved by Franchisor, which may include an heir or legatee that otherwise satisfies Franchisor’s then-current standards and qualifications for new Franchisee. Such disposition of this Agreement or such interest (including, without limitation, transfer by bequest or inheritance, provided such transfer is in accordance with the requirements of this Section 15.9) shall be completed within a reasonable time, not to exceed 180 days from the date of death or permanent disability (unless extended by probate proceedings), and shall be subject to all the terms and conditions applicable to transfers contained in this Section. Franchisor shall have the right, in Franchisor’s sole discretion, to operate the MH Business or to appoint a representative or designee to operate the MH Business, for a period of up to 180 days, or until such time as Franchisee’s interest shall have been transferred to an approved third party, whichever occurs first. Franchisor or the appointed representative shall be entitled to retain all revenues, and shall pay all operating expenses from the operation of the MH Business, without the right to seek or require reimbursement by Franchisee’s estate or personal representative, during the period of operation of the MH Business. Failure to transfer the interest in this Agreement or such interest in Franchisee within said period of time shall constitute a breach of this Agreement and shall entitle Franchisor to terminate this Agreement without further notice or the opportunity to cure. For purposes hereof, the term “**Permanent**

Disability” shall mean a mental or physical disability, impairment or condition that prevent Franchisee or Franchisee’s controlling shareholder, member or partner from performing the essential functions of Franchisee.

15.10 Franchisee shall grant no security interest in any of the assets of the MH Business unless the secured party agrees that in the event of any default by Franchisee under any documents related to the security interest, Franchisor shall have the right and the option to be substituted as obligor to the secured party and to cure any default of Franchisee, except that any acceleration of indebtedness due to Franchisee’s default shall be void.

15.11 Franchisee shall not have the right to grant a subfranchise.

16. OPTION TO PURCHASE — RIGHT OF FIRST REFUSAL

16.1 Unless otherwise explicitly provided by this Agreement, Franchisor shall be entitled to exercise the rights provided in this Section immediately upon:

- (a) The expiration without extension of Franchisee’s rights to operate the MH Business or the termination for any reason of the License or this Agreement;
- (b) Any breach, default or other event that gives Franchisor the right to terminate the License or this Agreement following the expiration of any applicable notice and cure period; or
- (c) The receipt by Franchisor of a copy of a Purchase Offer.

16.2 Upon any event described in Subsection 16.1, Franchisor shall have the option to purchase all of Franchisee’s rights, title and interest in the entity doing business as the MH Business, and its assets, including, but not limited to, all inventory, improvements, furniture, fixtures, equipment and products. Franchisor’s right to purchase is assignable.

16.3 The purchase price for assets upon the occurrence of the events in Subsection 16.1(a) and 16.1(b) will be the fair market value of such assets. The fair market value shall be determined by a mutually agreed upon appraiser. If the Franchisor and Franchisee cannot agree on an appraiser within ten business days after the notice of a Purchase Offer has been delivered, Franchisor and Franchisee shall each have the right to appoint one appraiser, and the two appraisers so appointed shall then agree upon a third appraiser (“**Appointed Appraiser**”) to be appointed. The Appointed Appraiser shall then determine the fair market value. The purchase price for assets upon the occurrence of the event in Subsection 16.1(c) shall be equal to the Purchase Offer price.

16.4 If Franchisor elects to exercise any option to purchase provided in this Section 16, Franchisor will have the right to set off all amounts due from Franchisee under this Agreement or any other agreements between the parties, any commissions or fees payable to any broker, agent or other intermediary and the cost of the appraisal, if any, against any payment. Franchisor shall also have the right to substitute cash for any other form of consideration specified in the Purchase Offer or to pay in full the entire purchase price at the time of closing.

16.5 Franchisor will notify Franchisee if it intends to exercise its right to purchase (“**Notice of Intent**”) within 30 days following an event described in Subsection 16.1(a) or 16.1(b) or within 15 days following an event described in Subsection 16.1(c). The Notice of Intent will specify the assets to be purchased in the case of an event under Subsection 16.1(a) or 16.1(b), and if possible, the fair market value as determined by mutually agreed upon appraiser, or Appointed Appraiser, if any. If Franchisor

does not exercise its rights under this Section in the event of a sale under Subsection 16.1(c) within the 15-day period described above, Franchisee may, subject to the prior written permission of Franchisor and satisfaction of the other conditions to assignment set forth in Section 15, sell or dispose of the MH Business to the third party identified in the Purchase Offer, but not at a lower price nor on more favorable terms than set forth in the Purchase Offer.

16.6 If Franchisor provides Franchisee with its Notice of Intent to exercise its rights under this Section 16, Franchisor shall have 60 days from delivery of the Notice of Intent to secure financing, if any. The purchase and sale contemplated in this Section shall be consummated as soon as possible, but no later than 90 days from delivery of the Notice of Intent. In the event Franchisor is purchasing the assets pursuant to Subsections 16.1(a) or 16.1(b), then following the delivery of a Notice of Intent as specified in Subsection 16.5, Franchisor or Franchisor's designee shall have the immediate right to take possession of the Retreat and to carry on and develop the MH Business for the exclusive benefit of Franchisor or its designee. If a sale or transfer under a Subsection 16.1(c) Purchase Offer is not completed within 90 days after the expiration of Franchisor's 15-day period to exercise its purchase right, Franchisee shall provide Franchisor notice of such failure to close. For each additional Purchase Offer Franchisee obtains, Franchisor shall again have the option to exercise its right of first refusal provided in this Section.

17. DEFAULT AND TERMINATION

17.1 Franchisor shall have the right, at its option, to (i) suspend performance of certain or all of its services to Franchisee during the time period Franchisee is in default of this Agreement; (ii) assume the management of the MH Business in accordance with Section 17.21 below; or (iii) terminate this Agreement and all rights granted Franchisee hereunder (subject to the provisions of applicable state law governing franchise termination and renewal), effective upon receipt of notice by Franchisee, addressed as provided in Section 19, upon the occurrence of any of the following events:

(a) Franchisee discloses to any unauthorized person the contents of or any part of Franchisor's Brand Standards Manual, Confidential Information or Trade Secrets of Franchisor;

(b) Franchisee gives written notice to Franchisor that it will voluntarily abandon the MH Business within 30 days, or with or without notice voluntarily abandons the MH Business for a period of five consecutive days, or any shorter period that indicates an intent by Franchisee to discontinue operation of the MH Business, unless such abandonment is due to fire, flood, earthquake or other similar causes beyond Franchisee's control and not related to the availability of funds to Franchisee;

(c) Franchisee becomes insolvent, declares or is adjudicated bankrupt; or any action is taken by Franchisee, or by others against Franchisee under any insolvency, bankruptcy or reorganization act, or if Franchisee makes an assignment for the benefit of creditors, or a receiver is appointed for Franchisee;

(d) Any material judgment (or several judgments which in the aggregate are material) is obtained against Franchisee and remains unsatisfied or of record for 30 days or longer (unless a supersedeas bond or other appeal bond has been filed); or if execution is levied against Franchisee's MH Business or any of the property used in the operation of the MH Business and is not discharged within five days; or if the real or personal property of Franchisee's MH Business shall be sold after levy thereupon by any sheriff, marshal or constable;

(e) Franchisee, the Designated Retreat Director, or any owner of greater than 10% of the Franchisee entity is convicted of or pleads no contest to any felony, or a crime involving

moral turpitude, or any crime or offense that is reasonably likely, in the sole opinion of Franchisor, to materially and unfavorably affect the System, Marks, goodwill or reputation thereof;

(f) Franchisee, the Designated Retreat Director, or any owner of greater than 10% of the Franchisee entity engages in any conduct that in Franchisor's reasonable discretion is fraudulent, unfair, unethical or a deceptive practice;

(g) Franchisee fails to pay any amounts due Franchisor or its Affiliates or approved suppliers within ten days after receiving notice that such fees or amounts are overdue;

(h) Franchisee misuses or fails to follow Franchisor's directions and guidelines concerning use of the Marks and fails to correct the misuse or failure within five days after notification from Franchisor;

(i) Franchisee sells, transfers or otherwise assigns the MH Business, an interest in the MH Business or Franchisee entity, this Agreement, or a substantial portion of the assets of the MH Business owned by Franchisee without complying with the provisions of Section 15;

(j) Franchisee submits on two or more occasions during the Term a report, financial statement, tax return, schedule or other information or supporting record which understates its Gross Revenue by more than 2%, unless Franchisee demonstrates that such understatement resulted from inadvertent error;

(k) Franchisee fails, or refuses, to submit any report, financial statement, tax return, schedule or other information or supporting records required herein, or submits such reports more than five days late on two or more occasions during the Term or any Successor Term unless due to circumstances beyond the control of Franchisee;

(l) Franchisee sells or offers for sale any unauthorized merchandise, product or service or engages in any unauthorized business or under the Marks or under a name or mark which is confusingly similar to the Marks;

(m) Franchisee contests in any court or proceeding the validity of or Franchisor's ownership of the Marks or copyrighted materials;

(n) Franchisee is a corporation, limited liability company, partnership or other business entity and any action is taken which purports to merge, consolidate, dissolve or liquidate such entity without Franchisor's prior written consent;

(o) Franchisee fails to successfully complete Franchisor's training or re-training course(s);

(p) Franchisee receives from Franchisor during the Term three or more notices of default regardless whether such notices of default relate to the same or different defaults, or whether such defaults have been remedied by Franchisee;

(q) Any misrepresentation under Section 1 or any violation of Anti-Terrorism Laws by Franchisee, its Designated Retreat Director, its owners, officers, directors, managers, members, partners, agents or employees;

(r) Franchisee fails to cure any health, safety or sanitation law violation within three days after receiving notice of such violation by Franchisor or any governmental agency or organization; or

(s) Franchisee fails to reasonably and diligently pursue, in Franchisor's sole discretion, the opening of the MH Business following the opening schedule deadline.

(t) Franchisee relocates the Retreat without written approval from Franchisor.

17.2 Franchisor shall have the right, at its option, to (i) suspend performance of certain or all (ii) assume the management of the MH Business in accordance with Section 17.21 below; or (iii) terminate this Agreement (subject to any state laws to the contrary, where state law shall prevail), effective upon 30 days' written notice to Franchisee, if Franchisee breaches any other provision of this Agreement, including the items listed below, and fails to cure the default during such 30-day period. In that event, this Agreement will terminate without further notice to Franchisee, effective upon expiration of the 30-day period. Defaults shall include, but not be limited to, the following:

(a) Franchisee fails to maintain the then-current operating procedures and standards established by Franchisor as set forth herein or in the Brand Standards Manual or otherwise communicated to Franchisee;

(b) Franchisee fails, refuses, or neglects to obtain Franchisor's prior written approval or consent as required by this Agreement;

(c) Franchisee, or any partnership, joint venture, limited liability company, corporation or other business entity in which Franchisee has a controlling equity interest or which has a controlling equity interest in Franchisee, defaults under any term of the Lease of the Retreat or any other premises used by Franchisee to operate the MH Business or any other agreement material to the MH Business and such default is not cured within the time specified in such Lease or other agreement;

(d) Franchisee fails, refuses or neglects to submit a statement of monthly revenues accompanying the Royalty or Brand Fund Contributions or any other report required under the Agreement when due;

(e) Franchisee fails, refuses or neglects to accurately report Gross Revenues, sales information or other information required by Franchisor to be reported; or

(f) If Franchisee violates any term of Section 17.1 or this Section 17.2 and fails to timely cure such violation, Franchisor will have the right, upon written notice to Franchisee, to impose a default fee of \$500 ("**Default Fee**") to compensate Franchisor for its costs incurred in prosecuting the default against Franchisee. The Default Fee will be paid in addition to, in the same manner, and at the same time as the Royalty. Each Default Fee is in addition to any other rights and/or remedies that Franchisor may have including, without limitation, any termination rights.

17.3 Notwithstanding the foregoing, if the breach is curable, but is of a nature which cannot be reasonably cured within such 30-day period and Franchisee has commenced and is continuing to make good faith efforts to cure the breach during such 30-day period, Franchisee shall be given an additional reasonable period of time to cure the same, but in no event longer than 30 additional days.

17.4 If Franchisee is not in default of this Agreement, and Franchisor is in material breach and fails to cure that breach within 30 days of receiving written notice of the material breach from Franchisee, Franchisee shall have the right to terminate this Agreement. Notwithstanding the foregoing, if the breach is curable, but is of a nature which cannot be reasonably cured within such 30-day period and Franchisor has commenced and is continuing to make good faith efforts to cure the breach during such 30-day period, Franchisor shall be given an additional reasonable period of time to cure the same. Any other termination of this Agreement by Franchisee shall be deemed to be a termination without cause, and a breach hereof, by Franchisee. Franchisee agrees that it shall not, on grounds of an alleged nonperformance by Franchisor of any of its obligations or any other reason, withhold payment of any amount due to Franchisor whatsoever or set off amounts owed to Franchisor under this Agreement, against any monies owed to Franchisee, which right of set off is hereby expressly waived by Franchisee.

17.5 No endorsement or statement on any check or payment of any sum less than the full sum due to Franchisor shall be construed as an acknowledgment of payment in full or an accord and satisfaction, and Franchisor may accept and cash such check or payment without prejudice to its right to recover the balance due or pursue any other remedy provided herein or by law. Franchisor may apply any payments made by Franchisee against any past due indebtedness of Franchisee as Franchisor may see fit. Franchisor may set off against any payment due to Franchisee hereunder any outstanding debts of Franchisee to Franchisor, and may, at Franchisor's option, pay Franchisee's trade creditors out of any sum otherwise due to Franchisee.

17.6 Franchisee agrees to pay within five days of the effective date of termination or expiration of this Agreement all fees and other amounts owed to Franchisor and all costs or expenses incurred by Franchisor resulting from termination or expiration (including attorney fees, accounting fees and professional fees). Upon termination or expiration of this Agreement, Franchisor may require Franchisee to satisfy all of its debts and liabilities associated with the MH Business, including but not limited to, amounts owed to customers such as outstanding pre-paid services and gift cards, and amounts owed to third parties such as Franchisee's landlord and vendors. Franchisee must provide Franchisor with access to debit Franchisee's bank account until such debts and liabilities have been fully satisfied.

17.7 Upon termination of this Franchise Agreement (i) by Franchisor due to Franchisee's material default of this Franchise Agreement or (ii) following Franchisee's purported termination without cause, Franchisee agrees to pay to Franchisor within 15 days after the effective date of this Franchise Agreement's termination, in addition to the amounts owed hereunder, liquidated damages equal to the average monthly Royalties and Brand Fund Contributions that Franchisee paid during the total months of operation preceding the effective date of termination multiplied by (a) 36, or (b) the number of months remaining in this Franchise Agreement had it not been terminated, whichever is less, but in no case will such damages be less than \$30,000.

17.8 All Royalty and Brand Fund Contributions, all amounts due for goods purchased by Franchisee from time to time from Franchisor or its Affiliates, and any other amounts owed to Franchisor or its Affiliates by Franchisee pursuant to this Agreement or any other agreement shall bear interest after the due date at the daily equivalent of the lower of: (i) 18% per annum; or (ii) the highest rate permitted by law, both before and after default, with interest on overdue interest at the aforesaid rate. The acceptance of any interest payment shall not be construed as a waiver by Franchisor of its rights in respect of the default giving rise to such payment and shall be without prejudice to Franchisor's right to terminate this Agreement in respect of such default.

17.9 Should Franchisee, or any partnership or joint venture or corporation in which Franchisee has a controlling equity interest, be a franchisee pursuant to another franchise agreement or other agreement with Franchisor, respecting another franchised MH Business using the Marks, a default under

this Agreement shall constitute a default under such other franchise agreement or other agreement and vice versa, with like remedies available to Franchisor. Should such other franchise agreement or other agreement cease to be valid, binding and in full force and effect for any reason then Franchisor may, at its option, terminate this Agreement and this Agreement shall be forthwith surrendered by Franchisee and terminated. In the event that there is more than one Franchisee, or if Franchisee should consist of more than one legal entity, Franchisee's liability hereunder shall be both joint and several. A breach hereof by one such entity or Franchisee shall be deemed to be a breach by both or all.

17.10 Franchisee agrees that upon termination or expiration of this Agreement, it shall take the following action:

(a) Immediately discontinue the use of all Marks, signs, structures, forms of advertising, telephone listings, websites, facsimile numbers, email addresses, the Brand Standards Manual, and all materials, Products and Services of any kind which are identified or associated with the System and return all these materials and Products to Franchisor;

(b) Immediately turn over to Franchisor all materials, including the Brand Standards Manual, customer lists, records, files, instructions, brochures, advertising materials, agreements, Confidential Information, Trade Secrets and any and all other materials provided by Franchisor to Franchisee or created by a third party for Franchisee relating to the operation of the MH Business (all of which are acknowledged to be Franchisor's property). Under no circumstances shall Franchisee retain any printed or electronic copies of the Brand Standards Manual, customer lists, Confidential Information or Trade Secrets or portions thereof upon expiration or termination of this Agreement;

(c) Franchisee acknowledges that all telephone numbers, facsimile numbers, social media websites, Internet addresses and email addresses (collectively "**Identifiers**") used in the operation of Franchisee's MH Business constitute Franchisor's assets, and upon termination or expiration of this Agreement, Franchisee will take such action within five days to cancel or assign to Franchisor or Franchisor's designee as determined by Franchisor, all of Franchisee's right, title and interest in and to such Identifiers and will notify the telephone company and all listing agencies of the termination or expiration of Franchisee's right to use any Identifiers, and any regular, classified or other telephone directory listing associated with the Identifiers and to authorize a transfer of the same to, or at Franchisor's direction. Franchisee agrees to take all action required to cancel all assumed name or equivalent registrations related to Franchisee's use of the Marks. Franchisee acknowledges that, Franchisor has the sole rights to, and interest in, all Identifiers used by Franchisee to promote Franchisee's MH Business and/or associated with the Marks. Franchisee hereby irrevocably appoints Franchisor, with full power of substitution, as Franchisee's true and lawful attorney-in-fact, which appointment is coupled with an interest, to execute such directions and authorizations as may be necessary or prudent to accomplish the foregoing. Franchisee further appoints Franchisor to direct the telephone company, postal service, registrar, Internet service provider, listing agency, website operator, or any other third party to transfer such Identifiers to Franchisor or Franchisor's designee. The telephone company, postal service, registrar, Internet Service Provider, listing agency, website operator, or any other third party may accept such direction by Franchisor pursuant to this Agreement as conclusive evidence of Franchisor's rights to the Identifiers and Franchisor's authority to direct their transfer.

(d) Make no representation nor state that Franchisee is in any way approved, endorsed or licensed by Franchisor or associated or identified with Franchisor or the System in any manner;

(e) Immediately take all steps necessary to amend or terminate any registration or filing of any d/b/a or business name or fictitious name or any other registration or filing containing the Marks so as to delete the Marks and all references to anything associated with the System;

(f) Franchisee shall, at Franchisor's option, immediately assign to Franchisor any interest in which Franchisee has in any Lease for the Retreat. In the event Franchisor does not elect to exercise its option to acquire the Lease for the Retreat, then, to the extent, if any, Franchisee is permitted to conduct any business at the Retreat pursuant to the terms of this Agreement or a separate written agreement with Franchisor, and acknowledging the distinctiveness of Franchisor's interior design and décor, Franchisee shall make such modifications or alterations to the premises immediately upon termination or expiration of this Agreement as may be necessary to distinguish the appearance of such premises from that of other massage facilities operating under the System and Marks, and shall make such specific additional changes thereto as Franchisor may reasonably request for that purpose including removing all displays of the Marks from the Retreat. In the event Franchisee fails or refuses to comply with the requirements of this Section 17.10(f), Franchisor shall have the right to enter the Retreat without being guilty of trespass or any other tort, for the purposes of making or causing to be made such changes as may be required, at the expense of Franchisee, which expense Franchisee agrees to pay upon demand;

(g) Franchisee agrees, in the event it continues to operate or subsequently begins to operate any other business, not to use any reproduction, counterfeit copy, or colorable imitation of the Marks, either in connection with such other business or the promotion thereof, which is likely to cause confusion, mistake, or deception, or which is likely to dilute Franchisor's rights in and to the Marks, and further agrees not to use any designation of origin, description, representation, trademark, or trade name which suggests or represents a past or present association or connection with Franchisor, the System or the Marks;

(h) Provide Franchisor the option to purchase as set forth in Section 16;

(i) Comply with the provisions of Subsections 10.1(c) and (d) and Section 14; and

(j) Franchisee must follow any procedures established by Franchisor to ensure the expiration of this Agreement or any successor term thereof creates the least disruption possible to the Franchise System, including those procedures set forth in the confidential Brand Standards Manual.

17.11 If, within 30 days after termination or expiration of this Agreement, Franchisee has not taken all steps necessary to amend or terminate any registration or filing of any business name or d/b/a or any other registration or filing containing the Marks, Franchisee hereby irrevocably appoints Franchisor as Franchisee's true and lawful attorney for Franchisee, and in Franchisee's name, place and stead and on Franchisee's behalf, to take action as may be necessary to amend or terminate all registrations and filings, this appointment being coupled with an interest to enable Franchisor to protect the System.

17.12 Termination or expiration of this Agreement shall not affect, modify or discharge any claims, rights, causes of action or remedies which Franchisor may have against Franchisee, whether such claims or rights arise before or after termination or expiration.

17.13 All obligations of the parties hereto which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect notwithstanding such

expiration or termination. In particular, but without limiting the generality of the foregoing, the provisions of Sections 10, 12, 14 and 16, hereof shall survive termination or expiration of this Agreement.

17.14 In the event that this Agreement expires or is terminated for any reason whatsoever and Franchisor is the lender under any loan agreement (“**Loan**”) or the holder of any promissory note (“**Note**”) or the holder of any personal property, security interest, chattel mortgage, debenture or mortgage of any nature whatsoever (“**Security Interest**”) from Franchisee concerning assets used at any time by Franchisee in the MH Business or which are situated on the MH Business premises, such Loan, Note or Security Interest shall, upon the effective date of termination or expiration, immediately become fully due and payable as to all principal and interest so loaned and secured.

17.15 If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of this Agreement than is required hereunder, the prior notice or other action required by such law or rule shall be substituted for the notice requirements hereof. Such modifications to this Agreement shall be effective only in such jurisdiction and shall be enforced as originally made and entered into in all other jurisdictions.

17.16 In the event of termination of the Agreement for any reason whatsoever the parties shall accept the default remedies contained herein as full and final satisfaction of all claims. The parties waive, to the extent permitted by law, any claim against the other for punitive or exemplary damages; except for such punitive or exemplary damages for violation of the Lanham Act, trademark infringement or dilution, unauthorized dissemination of the Confidential Information or Trade Secrets or arising under the indemnification set out in Section 12.

17.17 The rights of the parties hereto are cumulative and no exercise or enforcement by a party of any right or remedy hereunder shall preclude the exercise or enforcement by that party of any other right or remedy herein contained, or to which it is entitled by law.

17.18 Nothing herein shall prevent Franchisor or Franchisee from seeking injunctive relief to prevent irreparable harm, in addition to all other remedies. If it is necessary for Franchisor to seek preliminary or permanent injunctive relief, Franchisor may do so without a bond.

17.19 THE PARTIES ACKNOWLEDGE AND AGREE THAT IN THE EVENT THAT THE TERMS OF THIS AGREEMENT REGARDING TERMINATION OR EXPIRATION ARE INCONSISTENT WITH APPLICABLE STATE OR FEDERAL LAW, SUCH LAW SHALL GOVERN FRANCHISEE’S RIGHTS REGARDING TERMINATION OR EXPIRATION OF THIS AGREEMENT.

17.20 To secure Franchisee’s performance (and its owners’ performance, if an entity) under this Agreement and indebtedness for all obligations owed and sums due to Franchisor or its affiliates, Franchisor shall have a lien upon, and Franchisee hereby grants to Franchisor a security interest in, the following collateral and any and all attachments, accessories, additions, accessions, and substitutions to or for it and the cash and non-cash proceeds derived from insurance or the disposition of such collateral: (a) all inventory, equipment, furniture, furnishings, fixtures, and supplies now leased, owned or after-acquired by Franchisee and the MH Business, including but not limited to all inventory, equipment, furniture, furnishings, fixtures, and supplies transferred to or acquired by Franchisee in connection with this Agreement; (b) all accounts of Franchisee and/or the MH Business now existing or subsequently arising, together with all chattel paper, documents, and instruments relating to such accounts; (c) all contract rights of Franchisee and/or the MH Business, now existing or subsequently arising; (d) all general intangibles of Franchisee and/or the MH Business, now owned or existing, or after-acquired or subsequently arising; (e) all of Franchisee’s and/or the MH Business interests in the real estate where the

Retreat is located; and (f) all improvements to any real estate associated with the Retreat. Franchisee hereby authorizes Franchisor to file and record financing statements, financing statement amendments, continuation financing statements, fixture filings and other documents that Franchisor deems necessary to evidence, perfect and continue the priority of security interests in and to these assets. Franchisee also agrees to execute and deliver any such documents to Franchisor upon its request.

17.21 Franchisor has the right (but not the obligation), under the circumstances described below, to enter the premises and assume the MH Business management (or to appoint a third party to assume its management) for up to 90 consecutive days at a time. If Franchisor (or a third party) assumes the MH Business management, Franchisee agrees to pay Franchisor (in addition to the Royalty and Brand Fund Contributions and other amounts due to Franchisor or its affiliates) an amount equal \$200 per day that Franchisor or a third party manages the MH Business, plus Franchisor's (or the third party's) direct out-of-pocket costs and expenses. If Franchisor (or a third party) assumes the MH Business management, Franchisee acknowledges that Franchisor (or the third party) will have a duty to utilize only reasonable efforts and will not be liable to Franchisee or Franchisee's owners for any debts, losses, or obligations the MH Business incurs, or to any of Franchisee's creditors for any supplies, products, or other assets or services the MH Business purchases, while Franchisor (or the third party) manages it. Franchisor (or a third party) may assume the MH Business management under the following circumstances: (1) if Franchisee abandons, threatens to abandon, or fails to actively operate the MH Business, including, but not limited to, achieving certain customer service review or quality assurance scores as may be set forth in the Brand Standards Manual; (2) if Franchisee fails to comply with any provision of this Agreement and does not cure the failure within the time period specified by this Agreement or Franchisor; or (3) if the Designated Club Director dies or becomes disabled; or (4) if this Agreement is terminated and Franchisor is deciding whether to exercise the option to purchase the Franchisee's interests in the MH Business under Section 16. If Franchisor exercises its rights under this Section, it will not affect Franchisor's right to terminate this Agreement under Section 17.

18. CONDEMNATION AND CASUALTY

18.1 Franchisee shall promptly advise Franchisor upon Franchisee's receipt of a notice of default or termination under Franchisee's Lease or mortgage, and shall promptly provide Franchisor a copy of the notice. Franchisee shall also give Franchisor notice of any proposed taking of the Retreat or any portion thereof through the exercise of the power of eminent domain at the earliest possible time. If the Retreat or a substantial part thereof is to be taken, the Retreat may be relocated within the Territory specified in **Attachment A**, or elsewhere with Franchisor's written approval in accordance with Franchisor's relocation procedures set forth in the Brand Standards Manual. If Franchisee opens a new business as provided above at another location in accordance with Franchisor's standards and general specifications within one year of the closing of the old Retreat, the new MH Business shall be deemed to be the MH Business licensed under this Agreement. If a condemnation, Lease termination or mortgage default takes place and a new Retreat does not, for any reason, become the MH Business as provided in this Section 18.1, then the License shall terminate upon notice by Franchisor.

18.2 If the Retreat is damaged for any reason, Franchisee shall expeditiously repair the damage. If the damage or repair requires closing the MH Business, Franchisee shall immediately notify Franchisor in writing, and shall:

- (a) Relocate the Retreat as provided in Section 18.1; or
- (b) Repair or rebuild the Retreat in accordance with Franchisor's then existing standards and general specifications, and reopen the MH Business for continuous business

operations as soon as practicable (but in any event within 12 months after closing the MH Business at the Retreat), giving Franchisor 30 days advance notice of the date of reopening;

(c) If the MH Business is not (or, in the opinion of Franchisor cannot be) reopened in accordance with this Section 18.2, or relocated pursuant to Section 18.1, the License shall terminate upon notice to Franchisee.

18.3 Franchisor will agree to extend the Term under this Section if: (i) the Retreat is relocated or rebuilt as a result of a Force Majeure Event that results in the MH Business being closed for between 60 and 180 days; and (ii) Franchisee applies for an extension of the Term within 30 days following the reopening of the MH Business. No event during the Term will excuse Franchisee from paying Royalty or Brand Fund Contributions as provided in this Agreement.

19. NOTICES

19.1 All notices required to be given under this Agreement shall be in writing and may be given to the party for whom it is intended by: personal delivery which shall be deemed delivered on the day of delivery; electronic mail to recipient's Massage Heights email account which shall be deemed delivered on the day of delivery, provided that the recipient acknowledges receipt of such electronic mail; prepaid certified mail which shall be deemed delivered on the third business day following the date of mailing; recognized overnight delivery or courier services which shall be deemed delivered on the next business day following the date of mailing. Any party may at any time give notice in writing to any other party of any change of address.

In the case of notice to the parties, the following address, or a substitute address as provided in writing, shall be used:

To Franchisor:

Massage Heights Franchising, LLC
ATTN: Legal Department
13750 US Hwy 281 North, Suite 230
San Antonio, TX 78232
Legal@MassageHeightsFranchising.com
Facsimile: (210) 402-3228

To Franchisee:

The Address set forth in **Attachment A**

20. DISPUTE RESOLUTION

20.1 All claims or disputes between Franchisee and Franchisor or its Affiliates arising out of, or in any way relating to, this Agreement, or any of the parties' respective rights and obligations arising out of this Agreement, shall be submitted first to non-binding mediation prior to a hearing in binding arbitration or a trial court proceeding. Such mediation shall take place in the principal city closest to Franchisor's then-current headquarters (currently San Antonio, Texas) under the auspices of the Judicial Arbitration and Mediation Service ("JAMS"), in accordance with JAMS' Commercial Mediation Rules then in effect. Franchisee may not commence any action against Franchisor or Franchisor's Affiliates with respect to any such claim or dispute in any court unless mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not

worthwhile; or (ii) as a result of a written declaration by Franchisor. The parties shall each bear their own costs of mediation and shall share equally the filing fee imposed by JAMS and the mediator's fees. Franchisor reserves the right to specifically enforce its right to mediation. Prior to mediation, and before commencing any legal action against Franchisor or Franchisor's Affiliates with respect to any such claim or dispute, Franchisee must submit a notice to Franchisor, which specifies in detail, the precise nature and grounds of such claim or dispute. Notwithstanding the foregoing, Franchisor shall not be required to first attempt to mediate a controversy, dispute or claim against Franchisee through mediation as set forth in this Section 20.1 if such controversy, dispute or claim concerns an allegation by Franchisor that Franchisee has violated (or threaten to violate, or pose an imminent risk of violating): (a) any of Franchisor's federally protected intellectual property rights in the Marks, the System, or in any of Franchisor's trade secrets or confidential information; (b) any claims pertaining to or arising out of any warranty issued; or (c) any of the restrictive covenants contained in this Agreement.

20.2 To protect from violations that would cause immediate loss and damages or irreparable harm, Franchisor and Franchisee shall each have the right to seek from a state or federal court located in the principal city closest to Franchisor's then-current headquarters (currently San Antonio, Texas) in Franchisor's sole discretion:

- (a) injunctive relief and any related incidental damages;
- (b) an action for disputes or claims related to or based on the Marks or the restrictive covenants; and
- (c) issues related to the disclosure of or misuse of Confidential Information or Trade Secrets.

20.3 Except as otherwise provided in this Section, including the mediation requirement of Section 20.1 and the exemptions under 20.2, any controversy or dispute arising out of, or relating to the Franchise or this Agreement including, but not limited to, any claim by Franchisee or any Persons in Privity with or claiming through, on behalf of or in the right of Franchisee, concerning the entry into, performance under, or termination of, this Agreement or any other agreement entered into by Franchisor, or its subsidiaries or Affiliates, and Franchisee; any claim against a past or present employee, officer, director, member, shareholder or agent of Franchisor; any claim of breach of this Agreement; and any claims arising under State or Federal laws, shall be submitted to final and binding arbitration as the sole and exclusive remedy for any such controversy or dispute. **"Persons in Privity"** with or claiming through, on behalf of or in the right of Franchisee include but are not limited to, spouses and other family members, domestic partners, heirs, executors, representatives, successors and assigns. Subject to this Section, the right and duty of the parties to this Agreement to resolve any disputes by arbitration shall be governed exclusively by the Federal Arbitration Act, as amended, and arbitration shall take place according to the commercial arbitration rules (in effect as of the date the demand for arbitration is filed) of, and under the auspices of, the American Arbitration Association. If the American Arbitration Association or any successor is no longer in existence at the time arbitration is commenced, the parties will agree on another arbitration organization to conduct the arbitration proceeding. The arbitration, which shall be held before a single arbitrator, shall be held at the office of the American Arbitration Association in the principal city closest to Franchisor's then-current headquarters (currently San Antonio, Texas), or at such other location as shall be mutually agreed upon by the parties in writing. However, arbitration will not be required to be used for any dispute which involves the type of disputes identified in Section 20.2. The parties expressly consent to personal jurisdiction in the State of Texas and agree that such court(s) will have exclusive jurisdiction over any determination of the **"Prevailing Party"** in accordance with such issues not subject to arbitration.

20.4 A single arbitrator shall be selected by the parties from a panel of neutral arbitrators provided by the American Arbitration Association and shall be chosen by the striking method. Subject to the provisions contained in Section 21.3, the parties each shall bear all of their own costs of arbitration; however, the fees of the arbitrator shall be divided equally between the parties. The arbitrator shall have no authority to amend or modify the terms of this Agreement. The award or decision by the arbitrator shall be final and binding on the parties and may be enforced by judgment or order of a court having subject matter jurisdiction in the state where the arbitration took place. The parties consent to the exercise of personal jurisdiction over them by such court and to the propriety of venue of such court for the purpose of carrying out this provision; and they waive any objections that they would otherwise have concerning such matters.

20.5 Parties to arbitration under this Agreement shall not include, by consolidation, joinder or in any other manner, any person other than Franchisee and any Person in Privity with or claiming through, in the right of or on behalf of Franchisee or Franchisor, unless both parties consent in writing. To the extent permitted by applicable law, no issue of fact or law shall be given preclusive or collateral estoppel effect in any arbitration hereunder, except to the extent such issue may have been determined in another proceeding between Franchisor and Franchisee or any Person in Privity with or claiming through, in the right of or on behalf of Franchisee or Franchisor.

20.6 The parties agree that any arbitration arising out of a dispute relating to this Agreement is only a matter between Franchisor and Franchisee and no other franchisees or area representatives, if any. Franchisee agrees not to join or attempt to join other franchisees or area representatives (if any), or other third-parties in any arbitration proceeding and to refrain from participating in any “Class Action” litigation or arbitration proposed or asserted by one or more other franchisees.

20.7 Except for payments owed by one party to the other, and unless prohibited by applicable law, any legal action or arbitration proceeding brought or instituted with respect to any dispute arising from or related to this Agreement or with respect to any breach of the terms of this Agreement must be brought or instituted within a period of two years from the date of discovery of the conduct or event that forms the basis of the legal action or proceeding.

21. MISCELLANEOUS

21.1 Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.) or other applicable federal law, this Agreement shall be interpreted under the laws of the State of Texas, and any dispute between the parties shall be governed by and determined in accordance with the substantive laws of the State of Texas, which laws shall prevail in the event of any conflict of law; provided, however, the parties expressly agree that this Agreement is not intended to confer on any Franchisee that is not a resident of the State of Texas the benefit of any Texas law providing specific protection to franchisees residing or operating in the State of Texas. **FRANCHISEE AND FRANCHISOR HAVE NEGOTIATED REGARDING A FORUM IN WHICH TO RESOLVE ANY DISPUTES WHICH MAY ARISE BETWEEN THEM AND HAVE AGREED TO SELECT A FORUM IN ORDER TO PROMOTE STABILITY IN THEIR RELATIONSHIP. THEREFORE, IF A CLAIM IS ASSERTED IN ANY LEGAL PROCEEDING INVOLVING FRANCHISEE, ITS OFFICERS, DIRECTORS, MANAGERS, MEMBERS, OR PARTNERS AND FRANCHISOR, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, MANAGERS, MEMBERS, EMPLOYEES OR AFFILIATES, BOTH PARTIES AGREE THAT THE EXCLUSIVE VENUE FOR DISPUTES BETWEEN THEM SHALL BE IN THE STATE OF TEXAS OR THE STATE IN WHICH FRANCHISOR’S HEADQUARTERS ARE THEN LOCATED AND EACH WAIVE ANY OBJECTION EITHER MAY HAVE TO THE PERSONAL JURISDICTION OF SUCH STATE. FRANCHISEE IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH**

COURTS AND WAIVES ANY OBJECTION FRANCHISEE MAY HAVE TO EITHER THE JURISDICTION OR VENUE IN SUCH COURT.

21.2 All provisions of this Agreement are severable and this Agreement shall be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein; all partially valid and enforceable provisions shall be enforced to the extent that they are valid and enforceable.

21.3 Franchisee must reimburse Franchisor for any legal, court or other professional fees or costs that Franchisor incurs as a result of enforcing its rights under this Agreement, or due to any action arising out of this Agreement.

21.4 No failure, forbearance, neglect or delay of any kind on the part of Franchisor in connection with the enforcement or exercise of any rights under this Agreement shall affect or diminish Franchisor's right to strictly enforce and take full benefit of each provision of this Agreement at any time, whether at law for damages, in equity for injunctive relief or specific performance, or otherwise. No custom, usage or practice with regard to this Agreement by Franchisee or Franchisor's other franchisees shall preclude the strict enforcement of this Agreement in accordance with its literal terms. No waiver by Franchisor of performance of any provision of this Agreement shall constitute or be implied as a waiver of Franchisor's right to enforce that provision at any future time. No interpretation, change, termination or waiver of any provision of this Agreement, and no consent or approval under this Agreement, shall be binding upon Franchisee or Franchisor or effective unless in writing signed by Franchisee and an officer of the Franchisor, except that a waiver need be signed only by the party waiving.

21.5 If applicable law implies a covenant of good faith and fair dealing in this Agreement, the parties agree that the covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement. Additionally, if applicable law shall imply the covenant, Franchisee agrees that: (i) this Agreement (and the relationship of the parties that is inherent in this Agreement) grants Franchisor the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with Franchisor's explicit rights and obligations under this Agreement that may affect favorably or adversely the Franchisee's interests; (ii) Franchisor will use its judgment in exercising the discretion based on Franchisor's assessment of Franchisor's own interests and balancing those interests against the interests of its franchisees generally (including Franchisor and its Affiliates if applicable), and specifically without considering the Franchisee's individual interests or the individual interests of any other particular franchisee; (iii) Franchisor will have no liability to Franchisee for the exercise of the Franchisor's discretion in this manner, so long as the discretion is not exercised in bad faith; and (iv) in the absence of bad faith, no trier of fact in any arbitration or litigation shall substitute its judgment for Franchisor's judgment so exercised.

21.6 This Agreement, together with the Brand Standards Manual, any written related agreements, all Exhibits, Attachments, and the State Addenda attached to the Disclosure Document as **Exhibit F**, constitutes the entire understanding and agreement between Franchisee and Franchisor and supersedes all prior understandings, whether oral or written, pertaining to this Agreement, the License, the System or the MH Business. However, nothing in this Agreement or in any related agreement is intended to disclaim the representations Franchisor made in the Franchise Disclosure Document.

21.7 The headings of the sections hereof are for convenience only and do not define, limit or construe the contents of the sections of such Sections or other Sections. The term "**Franchisee**" as used herein is applicable to one or more persons, a corporation, limited liability company, a partnership or other business entity, as the case may be, and the singular usage (where applicable) includes the plural

and the masculine and neuter usages (where applicable) include the other and the feminine. The term **“Lease”** shall include a sublease, and a renewal or extension of a lease or sublease.

21.8 When calculating the date upon which or the time within which any act is to be done pursuant to this Agreement, the date which is the reference date in calculating such period shall be excluded if the last day of such period is a non-business day, or the period in question shall end on the next business day. Time shall be of the essence of this Agreement and of every part thereof.

21.9 Neither party hereto shall be liable for any loss or damage due to any delay in the due performance of the terms hereof (except for the payment of money) by reason of strikes, lockouts and other labor relations, fires, riots, wars, terrorist attacks, embargoes and civil commotion, or acts of God (**“Force Majeure Event”**). Any such delay shall extend performance only so long as such event is in progress except such Force Majeure Event will not affect or change Franchisee’s obligation to pay Royalty and Brand Fund Contributions when due. Notwithstanding the foregoing, if there is a Force Majeure Event, Franchisor may, in its sole discretion, elect to waive the Royalty and Brand Fund Contributions during the period of delay caused by the Force Majeure Event or such shorter period.

21.10 Franchisee shall execute and deliver such further instruments, contracts, forms and other documents, and shall perform such further acts, as may be necessary or desirable, to carry out, complete and perform all terms, covenants and obligations herein contained. Franchisee hereby irrevocably appoints Franchisor as its attorney-in-fact, which appointment is coupled with an interest, and hereby empowers Franchisor to execute such instruments regarding the Marks for and in Franchisee’s name in order to give full effect to Sections 10, 12, 15, and 17 of this Agreement. Franchisee hereby declares that the power of attorney herein granted may be exercised during any subsequent legal incapacity on its part.

21.11 This Agreement shall be binding upon, and subject to Section 15 hereof, shall inure to the benefit of, Franchisor’s and Franchisee’s successors and permitted assigns.

21.12 This Agreement may only be modified or amended by a written document executed by Franchisee and Franchisor. Franchisee acknowledges that Franchisor may modify its standards and specifications and operating and marketing techniques set forth in the Brand Standards Manual unilaterally under any conditions and to the extent in which Franchisor, in its sole discretion, deems necessary to protect, promote, or improve the Marks, and the quality of the System, but under no circumstances will such modifications be made arbitrarily without such determination. Notwithstanding anything herein to the contrary, Franchisor shall have the right unilaterally to reduce the scope of any covenants of Franchisee contained in this Agreement upon notice to Franchisee, whereupon Franchisee shall comply therewith as so modified.

21.13 Franchisee agrees that Franchisor shall have the right to delegate to third-party designees, whether these designees are Franchisor’s agents or independent contractors with whom Franchisor has contracted (1) the performance of any portion or all of Franchisor’s obligations under this Agreement, and (2) any right that Franchisor has under this Agreement. If Franchisor does so, such third-party designees will be obligated to perform the delegated functions for Franchisee in compliance with this Agreement.

22. ACKNOWLEDGEMENT

BEFORE SIGNING THIS AGREEMENT, FRANCHISEE SHOULD READ IT CAREFULLY WITH THE ASSISTANCE OF LEGAL COUNSEL.

FRANCHISEE ACKNOWLEDGES AND AGREES THAT:

1. NO STATEMENT, REPRESENTATION OR OTHER ACT, EVENT OR COMMUNICATION, EXCEPT AS SET FORTH IN THIS AGREEMENT, OR ADDENDA, IF APPLICABLE, IS BINDING ON FRANCHISOR IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT, AND INITIAL _____

2. FRANCHISEE HAD A COMPLETE COPY OF THIS AGREEMENT, WITH ALL BLANKS FILLED IN, IN ITS POSSESSION FOR A PERIOD OF TIME NOT LESS THAN FIVE FULL BUSINESS DAYS, DURING WHICH TIME FRANCHISEE HAD THE OPPORTUNITY TO SUBMIT THE SAME FOR PROFESSIONAL REVIEW AND ADVICE OF FRANCHISEE'S CHOOSING PRIOR TO FREELY EXECUTING THIS AGREEMENT. FRANCHISEE ACKNOWLEDGES THAT IT HAS HAD AMPLE TIME AND OPPORTUNITY TO INVESTIGATE FRANCHISOR'S SYSTEM AND TO CONSULT WITH LEGAL AND FINANCIAL ADVISORS OF ITS CHOICE; AND INITIAL _____

3. FRANCHISEE HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE SYSTEM AND RECOGNIZES THAT THE MH BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT AND ITS SUCCESS INVOLVES SUBSTANTIAL BUSINESS RISK AND WILL BE LARGELY DEPENDENT UPON THE ABILITY OF FRANCHISEE AS AN INDEPENDENT BUSINESS PERSON AND ITS ACTIVE PARTICIPATION IN THE DAILY AFFAIRS OF THE MH BUSINESS. FRANCHISEE HEREBY ASSUMES THE RESPONSIBILITY FOR ITS SUCCESS OR FAILURE OF THE MH BUSINESS VENTURE; AND INITIAL _____

4. FRANCHISOR HAS NOT PROVIDED ANY STATEMENT, REPRESENTATION OR OTHER ACT, EVENT OR COMMUNICATION OF ACTUAL, AVERAGE, PROJECTED, FORECASTED OR POTENTIAL PURCHASES, SALE, COST, EARNINGS, INCOME OR PROFITS TO FRANCHISEE; AND INITIAL _____

5. FRANCHISOR EXPRESSLY DISCLAIMS THE MAKING OF, AND FRANCHISEE ACKNOWLEDGES THAT IT HAS NOT RECEIVED, ANY ASSURANCE, WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED, AS TO THE POTENTIAL VOLUME, PROFITS, EARNINGS OR SUCCESS OF THE MH BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT. INITIAL _____

This entire Agreement, including corrections, changes, and all attachments and addenda, will only be binding upon Franchisor when executed or initialed by Franchisor's authorized representative.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

FRANCHISOR:

Message Heights Franchising, LLC

By: _____
Shane L. Evans, Chief Executive Officer

Date: _____

FRANCHISEE:

By: _____
***, ***

Date: _____

By: _____
***, ***

Date: _____

FRANCHISE DATA SHEET

1. **Effective Date.** The “Effective Date” set forth in the introductory paragraph of the Agreement is ***, 20**.

2. **Franchisee.** The “Franchisee” set forth in the introductory paragraph of the Agreement is: **.

3. **Notice Address.** The address for notices to Franchisee set forth in Section 19 of the Agreement shall be the following:

Name: _____

Address: _____

Email: _____

4. **Territory.** The Territory set forth in Section 4.1 of the Agreement shall be the geographic area described below:

a one-and-a-half (1.5) mile radius around the site to be determined within DMA # **

--OR--

a one-and-a-half (1.5) mile radius around the site known as
Massage Heights **
located at **

5. **Initial Franchise Fee.** Franchisee shall pay to Franchisor an Initial Franchise Fee equal to ** Thousand Dollars (\$**,000.00) plus, if applicable, all federal, state or municipal taxes due and payable at the time of execution of the Agreement

(Signature page follows)

FRANCHISOR:

Message Heights Franchising, LLC

By: _____
Shane L. Evans, Chief Executive Officer

Date: _____

FRANCHISEE:

By: _____
***, ***

Date: _____

By: _____
***, ***

Date: _____

OWNERS AGREEMENT

As a condition to the granting by Massage Heights Franchising, LLC (“we” or “us”), of a Franchise Agreement with *** (“Franchisee”), each of the undersigned individuals (“Owners”), who constitute all of the owners of a beneficial interest, whether direct or indirect, in Franchisee, as well as their respective spouses, covenant and agree to be bound by this Owners Agreement (“Owners Agreement”).

1. Acknowledgments.

1.1 Franchise Agreement. Franchisee entered into a franchise agreement with us effective as of ***, 20*** (“Franchise Agreement”). Capitalized words not defined in this Owners Agreement will have the same meanings ascribed to them in the Franchise Agreement.

1.2 Owners’ Role. Owners are the beneficial owners of all of the equity interest in Franchisee and acknowledge there are benefits received and to be received by each Owner, jointly and severally, and for themselves, their heirs, legal representatives and assigns. Franchisee’s obligations under the Franchise Agreement, including the confidentiality and non-compete obligations, would be of little value to us if Franchisee’s owners were not bound by the same requirements. Under the provisions of the Franchise Agreement, Owners are required to enter into this Owners Agreement as a condition to our entering into the Franchise Agreement with Franchisee. Owners will be jointly and severally liable for any breach of this Owners Agreement.

2. Non-Disclosure and Protection of Confidential Information.

Under the Franchise Agreement, we will provide Franchisee with specialized training, proprietary trade secrets, and other Confidential Information relating to the establishment and operation of a franchised business. The provisions of the Franchise Agreement governing Franchisee’s non-disclosure obligations relating to our Confidential Information are hereby incorporated into this Owners Agreement by reference, and Owners agree to comply with each obligation as though fully set forth in this Owners Agreement as a direct and primary obligation of Owners. Further, we may seek the same remedies against Owners under this Owners Agreement as we may seek against Franchisee under the Franchise Agreement. Any and all information, knowledge, know-how, techniques, and other data, which we designate as confidential, will also be deemed Confidential Information for purposes of this Owners Agreement.

3. Covenants Not to Compete and Not to Solicit.

3.1 Non-Competition and Non-Solicitation During and After the Term of the Franchise Agreement. Owners acknowledge that as a participant in our system, they will receive proprietary and confidential information and materials, trade secrets, and the unique methods, procedures and techniques which we have developed. The provisions of the Franchise Agreement governing Franchisee’s restrictions on competition and solicitation both during the term of the Franchise Agreement and following the expiration or termination of the Franchise Agreement are hereby incorporated into this Owners Agreement by reference, and Owners agree to comply with and perform each such covenant as though fully set forth in this Owners Agreement as a direct and primary obligation of Owners. Further, we may seek the same remedies against Owners under this Owners Agreement as we may seek against Franchisee under the Franchise Agreement.

3.2 Construction of Covenants. The parties agree that each such covenant related to non-competition and non-solicitation will be construed as independent of any other covenant or provision of this Owners Agreement. If all or any portion of a covenant referenced in this Section 3 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in a final decision to which we are a party, Owners agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 3.

3.3 Our Right to Reduce Scope of Covenants. Additionally, we have the right, in our sole discretion, to unilaterally reduce the scope of all or part of any covenant referenced in this Section 3 of this Owners Agreement, without Owners' consent (before or after any dispute arises), effective when we give Owners written notice of this reduction. Owners agree to comply with any covenant as so modified.

4. Guarantee.

4.1 Payment. Owners will pay us (or cause us to be paid) all monies payable by Franchisee under the Franchise Agreement on the dates and in the manner required for payment in the relevant agreement.

4.2 Performance. Owners unconditionally guarantee full performance and discharge by Franchisee of all of Franchisee's obligations under the Franchise Agreement on the date and times and in the manner required in the relevant agreement.

4.3 Indemnification. Owners will indemnify, defend and hold harmless us, all of our affiliates, and the respective shareholders, directors, partners, employees, and agents of such entities, against and from all losses, damages, costs, and expenses which we or they may sustain, incur, or become liable for by reason of: (a) Franchisee's failure to pay the monies payable (to us or any of our affiliates) pursuant to the Franchise Agreement, or to do and perform any other act, matter, or thing required by the Franchise Agreement; or (b) any action by us to obtain performance by Franchisee of any act, matter, or thing required by the Franchise Agreement.

4.4 No Exhaustion of Remedies. Owners acknowledge and agree that we will not be obligated to proceed against Franchisee or exhaust any security from Franchisee or pursue or exhaust any remedy, including any legal or equitable relief against Franchisee, before proceeding to enforce the obligations of the Owners as guarantors under this Owners Agreement, and the enforcement of such obligations can take place before, after, or contemporaneously with, enforcement of any of Franchisee's debts or obligations under the Franchise Agreement.

4.5 Waiver of Notice. Without affecting Owners' obligations under this Section 4, we can extend, modify, or release any of Franchisee's indebtedness or obligation, or settle, adjust, or compromise any claims against Franchisee, all without notice to the Owners. Owners waive notice of amendment of the Franchise Agreement and notice of demand for payment or performance by Franchisee.

4.6 Effect of Owner's Death. Upon the death of an Owner, the estate of such Owner will be bound by the obligations in this Section 4, but only for defaults and obligations hereunder existing at the time of death; and the obligations of any other Owners will continue in full force and effect.

5. Transfers.

Owners acknowledge and agree that we have granted the Franchise Agreement to Franchisee in reliance on Owners' business experience, skill, financial resources and personal character. Accordingly, Owners agree not to sell, encumber, assign, transfer, convey, pledge, merge or give away any direct or indirect interest in this Franchisee, unless Owners first comply with the sections in the Franchise Agreement regarding Transfers. Owners acknowledge and agree that any attempted Transfer of an interest in Franchisee requiring our consent under the Franchise Agreement for which our express written consent is not first obtained will be a material breach of this Owners Agreement and the Franchise Agreement.

6. Notices.

6.1 Method of Notice. Any notices given under this Owners Agreement shall be in writing and delivered in accordance with the provisions of the Franchise Agreement.

6.2 Notice Addresses. Our current address for all communications under this Owners Agreement is:

Massage Heights Franchising, LLC
ATTN: Legal Department
13750 US Hwy 281 North, Suite 230
San Antonio, Texas 78232
Legal@massageheightsfranchising.com

The current address of each Owner for all communications under this Owners Agreement is designated in **Attachment A** of the Franchise Agreement. Any party may designate a new address for notices by giving written notice to the other parties of the new address according to the method set forth in the Franchise Agreement.

7. Enforcement of This Owners Agreement.

7.1 Dispute Resolution. Any claim or dispute arising out of or relating to this Owners Agreement shall be subject to the dispute resolution provisions of the Franchise Agreement. This agreement to engage in such dispute resolution process shall survive the termination or expiration of this Owners Agreement.

7.2 Choice of Law; Jurisdiction and Venue. This Owners Agreement and any claim or controversy arising out of, or relating to, any of the rights or obligations under this Owners Agreement, and any other claim or controversy between the parties, will be governed by the choice of law and jurisdiction and venue provisions of the Franchise Agreement.

7.3 Provisional Remedies. We have the right to seek from an appropriate court any provisional remedies, including temporary restraining orders or preliminary injunctions to enforce Owners' obligations under this Owners Agreement. Owners acknowledge and agree that there is no adequate remedy at law for Owners' failure to fully comply with the requirements of this Owners Agreement. Owners further acknowledge and agree that, in the event of any noncompliance, we will be entitled to temporary, preliminary, and permanent injunctions and all other equitable relief that any court with jurisdiction may deem just and proper. If injunctive relief is granted, Owners' only remedy will be the court's dissolution of the injunctive relief. If the injunctive relief was wrongfully issued, Owners expressly waive all claims for damages they incurred as a result of the wrongful issuance.

8. Miscellaneous.

8.1 No Other Agreements. This Owners Agreement constitutes the entire, full and complete agreement between the parties, and supersedes any earlier or contemporaneous negotiations, discussions, understandings or agreements. There are no representations, inducements, promises, agreements, arrangements, or undertakings, oral or written, between the parties relating to the matters covered by this Owners Agreement, other than those in this Owners Agreement. No other obligations, restrictions or duties that contradict or are inconsistent with the express terms of this Owners Agreement may be implied into this Owners Agreement. Except for unilateral reduction of the scope of the covenants permitted in Section 3.3 (or as otherwise expressly provided in this Owners Agreement), no amendment, change or variance from this Owners Agreement will be binding on either party unless it is mutually agreed to by the parties and executed in writing. Time is of the essence.

8.2 Severability. Each provision of this Owners Agreement, and any portions thereof, will be considered severable. If any provision of this Owners Agreement or the application of any provision to any person, property or circumstances is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Owners Agreement will be unaffected and will still remain in full force and effect. The parties agree that the provision found to be invalid or unenforceable will be modified to the extent necessary to make it valid and enforceable, consistent as much as possible with the original intent of the parties (i.e. to provide maximum protection for us and to effectuate the Owners' obligations under the Franchise Agreement), and the parties agree to be bound by the modified provisions.

8.3 No Third-Party Beneficiaries. Nothing in this Owners Agreement is intended to confer upon any person or entity (other than the parties and their heirs, successors and assigns) any rights or remedies under or by reason of this Owners Agreement.

8.4 Construction. Any term defined in the Franchise Agreement which is not defined in this Owners Agreement will be ascribed the meaning given to it in the Franchise Agreement. The language of this Owners Agreement will be construed according to its fair meaning, and not strictly for or against either party. All words in this Owners Agreement refer to whatever number or gender the context requires. If more than one party or person is referred to as you, their obligations and liabilities must be joint and several. Headings are for reference purposes and do not control interpretation

8.5 Binding Effect. This Owners Agreement may be executed in counterparts, and each copy so executed and delivered will be deemed an original. This Owners Agreement is binding on the parties and their respective heirs, executors, administrators, personal representatives, successors and (permitted) assigns.

8.6 Successors. References to "Franchisee" or "the undersigned," or "you" include the respective parties' heirs, successors, assigns or transferees.

8.7 Nonwaiver. Our failure to insist upon strict compliance with any provision of this Owners Agreement shall not be a waiver of our right to do so. Delay or omission by us respecting any breach or default shall not affect our rights respecting any subsequent breaches or defaults. All rights and remedies granted in this Owners Agreement shall be cumulative.

8.8 No Personal Liability. You agree that fulfillment of any and all of our obligations written in the Franchise Agreement or this Owners Agreement, or based on any oral communications which may be ruled to be binding in a court of law, shall be our sole responsibility and none of our owners, officers, agents, representatives, nor any individuals associated with us shall be personally liable to you for any reason.

8.9 Owners Agreement Controls. In the event of any discrepancy between this Owners Agreement and the Franchise Agreement, this Owners Agreement shall control.

IN WITNESS WHEREOF, the parties have entered into this Owners Agreement as of the effective date of the Franchise Agreement.

OWNERS:

***, Spouse

Address: ***

***, Spouse

Address: ***

Massage Heights Franchising, LLC hereby accepts the Owner(s)' agreements hereunder.

By: _____
Shane L. Evans, Chief Executive Officer

STATEMENT OF OWNERSHIP

Franchisee: ***

Trade Name (if different from above): ***

Form of Ownership (Check One):

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Company

If a **Partnership**, provide name and address of each partner showing percentage owned, whether active in management, and indicate the state in which the partnership was formed.

If a **Corporation**, give the state and date of incorporation, the names and addresses of each officer and director, and list the names and addresses of every shareholder showing what percentage of stock is owned by each.

If a **Limited Liability Company**, give the state and date of formation, the name of the manager(s), and list the names and addresses of every member and the percentage of membership interest held by each member.

State and Date of Formation: ***

Management (managers, officers, board of directors, etc.):

Name	Title	Name	Title
***	***	***	***

Members, Stockholders, Partners:

Name	Address	Percentage of Ownership
***	***	***
***	***	***

Franchisee acknowledges that this Statement of Ownership applies to the MH Business authorized under the Franchise Agreement.

Use additional sheets if necessary. Any and all changes to the above information must be reported to Franchisor in writing.

FRANCHISEE:

***, a ***

Date: _____

By: _____
***, ***

EXHIBIT C

LIST OF CURRENT AND FORMER FRANCHISEES

Current Franchisees as of December 31, 2018:

Name	Entity Name	Address	State	Phone	E-mail
Oliver, Eric	DegamGI, LLC held by OMG MH Holdings, LLC	3425 E. Baseline Rd., Ste 107 Gilbert, AZ 85234	AZ	480-632-7529	eoliver@massageheights.com
Simon, Mitchell D. and Deborah	Simon Adventures III, LLC	13925 City Center Dr., Ste 2043 Chino Hills, CA 91709	CA	909-590-4487	msimon@massageheights.com dsimon@massageheights.com
Simon, Mitchell D. and Deborah	Simon Adventures IV, LLC	111 N. El Camino Real, Ste F Encinitas, CA 92024	CA	760-479-0216	msimon@massageheights.com dsimon@massageheights.com
Michaylo, John W. Jensen, Leslie L.	The Del Vee Group, Inc.	230 Palladio Pkwy, Ste 1229 Folsom, CA 95630	CA	916-932-0399	john.michaylo@massageheights.com leslie.jensen@massageheights.com
Simon, Mitchell D. and Deborah	Simon Adventures, LLC	3881 Alton Pkwy, Ste A Irvine, CA 92606	CA	949-383-5388	msimon@massageheights.com dsimon@massageheights.com
Burk, II, William	WRB Investments 2, Inc.	26032 Marguerite Pkwy., Ste A2 Mission Viejo, CA 92692	CA	949-699-3803	bburk@massageheights.com
Bousema, Bill and Bonnie	South Coast Retreats, LLC	1334 Bison Ave. Newport Beach, CA 92660	CA	949-644-7352	bbousema@massageheights.com bonniebousema@massageheights.com
Simon, Mitchell D. and Deborah	Simon Adventures II, LLC	5800 Nave Dr., Ste H Novato, CA 94949	CA	415-483-8181	msimon@massageheights.com dsimon@massageheights.com
Venezian, Griselda Legesse, Solomon	Primal Venture Enterprises, Inc.	12188 Foothill Blvd. Rancho Cucamonga, CA 91739	CA	909-803-2900	griselda.venezian@massageheights.com solomon.legesse@massageheights.com
Michaylo, John W. Jensen, Leslie L.	The Del Vee Group, Inc.	761 Pleasant Grove Blvd., Ste 120 Roseville, CA 95678	CA	916-772-9555	john.michaylo@massageheights.com leslie.jensen@massageheights.com
Takhar, Robert Singh and Sonia	Takhar Heights, Inc.	2761 Del Paso Rd., Ste 100 Sacramento, CA 95678	CA	916-779-5389	stakhar@massageheights.com
Bell, R. Todd	Bell Destiny Holdings, LLC	10413 Craftsman Way, Ste 100, San Diego, CA 92127	CA	858-304-2400	tbell@massageheights.com
Knecht, Nathaniel	Live Well Holdings, LLC	13223 Black Mountain Rd., Ste 7 San Diego, CA 92129	CA	858-504-7277	nknecht@massageheights.com
Simon, Mitchell D. and Deborah	Simon Adventures V, LLC	3810 Valley Centre Dr., Ste 901 San Diego, CA 92130	CA	858-794-4962	msimon@massageheights.com dsimon@massageheights.com
Leehey, Becky Hoyman, Kelly	Too Pure Too Be Pink, Inc.	2900 Townsgate Rd., Ste 210 Thousand Oaks, CA 91361	CA	805-418-1850	becky.leehey@massageheights.com kelly.hoyman@massageheights.com
Shoptaugh, Michael and Barbara	Shoptaugh Investments	9288 Forrest Bluff View Suite 110 Colorado Springs, CO 80923	CO	719-425-8110	mike.shoptaugh@massageheights.com barbara.shoptaugh@massageheights.com
Shoptaugh, Michael and Barbara	Shoptaugh Investments	5925 Dublin Blvd., Ste 130 Colorado Springs, CO 80923	CO	719-302-0561	mike.shoptaugh@massageheights.com barbara.shoptaugh@massageheights.com
Moore, Lisa A. and Bradley A.	Finding Serenity 2, LLC	2912 Council Tree Ave., Ste 106 Fort Collins, CO 80525	CO	970-226-1521	lmoore@massageheights.com bmoore@massageheights.com
Holtman, Shannon and Stephanie Brassell, Jason Moore, Lisa A.	SBH Investment Group, LLC	9245 S. Broadway, Ste 100 Highlands Ranch, CO 80129	CO	720-644-9100	sholtman@massageheights.com stholtman@massageheights.com jbrassell@massageheights.com lmoore@massageheights.com
Moore, Lisa A. and Bradley A.	Finding Serenity	5865 Sky Pond Dr., Ste G112 Loveland, CO 80538	CO	970-663-7529	bmoore@massageheights.com lmoore@massageheights.com

Name	Entity Name	Address	State	Phone	E-mail
Hayes, Kellie	n/a	3013 Yamato Rd., Ste B22 Boca Raton, FL 33434	FL	561-327-4156	khayes@massageheights.com
Oliver, Eric	University Park Retreat held by OMH MH Holdings, LLC	5275 University Pkwy., Ste 110 Bradenton, FL 34201	FL	941-351-5135	eoliver@massageheights.com
McNiven, Sandra Bonfiglio	Serenity Spa and Retreat, Inc.	420 E. Linton Blvd., Ste 804 Delray Beach, FL 33483	FL	561-403-1100	smcniven@massageheights.com
Patel, Viral P. Patel, Francheska Patel, Ankur P. Patel, Vandana	AKAZ Enterprises, Inc.	9902 Gulf Coast Main St., Ste 105 Fort Myers, FL 33913	FL	239-908-4007	vpatel@massageheights.com apatel@massageheights.com
Oliver, Eric	MH River City, LLC	725 Nautica Dr., Ste 104 Jacksonville, FL 32218	FL	904-483-2222	eoliver@massageheights.com
Oliver, Eric	MH Town Center, LLC	4866 Big Island Dr., Ste 2 Jacksonville, FL 32246	FL	904-400-7777	eoliver@massageheights.com
Dancer, Brad and Jaime	MH of North Naples, LLC	2348 Pine Ridge Rd. Naples, FL 34109	FL	239-449-9009	bdancer@massageheights.com jdancer@massageheights.com
Dancer, Brad and Jaime	MH of South Naples, LLC	4525 Thomasson Drive Naples, FL 34112	FL	239-330-3827	bdancer@massageheights.com jdancer@massageheights.com
Oliver, Eric	Landings Spa Management, LLC held by OMG MH Holdings, LLC	4948 South Tamiami Trail Sarasota, FL 34231	FL	941-927-1030	eoliver@massageheights.com
Cooley, Paul and Christina	PAC42, LLC	4600 Roswell Rd., Ste E130 Atlanta, GA 30342	GA	678-626-1750	paul.cooley@massageheights.com christina.cooley@massageheights.com
Gustoff, Tom	Alcedonia, LLC	6623 Roswell Rd NW, Ste C-D Atlanta, GA 30328	GA	404-705-8955	tgustoff@massageheights.com
Gustoff, Tom	MHBH Salon, LLC	2900 Peachtree Rd. NW, Ste 109 Atlanta, GA 30305	GA	404-846-0444	tgustoff@massageheights.com
Gustoff, Tom	MHBV Salon, LLC	305 Brookhaven Ave, Ste B1160 Atlanta, GA 30319	GA	404-647-0278	tgustoff@massageheights.com
Walton, Denny Ray and Ann	Everwalton, Inc.	2484 Briarcliff Rd., Ste 35 Atlanta, GA 30329	GA	678-809-1955	dwalton@massageheights.com awalton@massageheights.com
Wolz, Kasey Ryan Kohtala, Joonas	ACE & JK Corp.	2570 Blackmon Drive, Ste 350 Decatur, GA 30030	GA	404-380-1623	kasey.wolz@massageheights.com joonas.kohtala@massageheights.com
Smith, Sharlene Nash, Charice	Nash Smith, Inc.	3000 Old Alabama Rd., Ste 115 Johns Creek, GA 30022	GA	678-500-9800	sharlene.smith@massageheights.com charice.nash@massageheights.com
Patel, Raj Punukollu, Jay	Hari Massage Chicago, Inc.	2911 95th Street, Ste 101 Naperville, IL 60564	IL	630-305-3080	raj.patel@massageheights.com jay.punukollu@massageheights.com
Goebel, Cristina and Matt	MH Indy, LLC	1438 West Main St., Suite 103 Carmel, IN 46032	IN	TBD	cristina.goebel@massageheights.com mgoebel@massageheights.com
Goebel, Cristina and Matt	MH Indy, LLC	2721 E. 86th St., Suite 160 Indianapolis, IN 46240	IN	317-559-5910	cristina.goebel@massageheights.com mgoebel@massageheights.com
Dollison, Dwight and Diane	Dollison Family Enterprises, LLC	637 Lincoln Way, Ste 103 Ames, IA 50010	IA	515-232-7359	dwight.dollison@massageheights.com diane.dollison@massageheights.com
Dollison, Amy and Douglas M. Dollison, Dwight and Diane	DIG Ankeny, LLC	2732 SE Delaware Ave., Ste 260 Ankeny, IA 50021	IA	515-963-2000	adollison@massageheights.com ddollison@massageheights.com dwight.dollison@massageheights.com diane.dollison@massageheights.com

Name	Entity Name	Address	State	Phone	E-mail
Linden, Angela	n/a	4201 42nd St. NE Cedar Rapids, IA 52404	IA	319-774-6397	alinden@massageheights.com
Oliver, Eric	MH Lake Pointe, LLC	13435 University Ave. Clive, IA 50325	IA	515-226-4010	eoliver@massageheights.com
Linden, Angela	Healthcare Solutions, Inc.	919 E. 2nd Ave. Coralville, IA 52241	IA	319-423-7050	alinden@massageheights.com
Dollison, Amy and Douglas M.	Dollison Business Enterprises, LLC	3800 Merle Hay Rd., Ste 403 Des Moines, IA 50310	IA	515-276-7529	ddollison@massageheights.com adollison@massageheights.com
McFadden, Trisha	Therapy Investments, LLC	3708 Ingersoll Ave. Des Moines, IA 50312	IA	515-255-7529	smcfadden@massageheights.com tmcadden@massageheights.com
Dollison, Amy and Douglas M. Dollison, Dwight and Diane	DIG Johnston, LLC	5441 NW 86th St., Ste 300 Johnston, IA 50131	IA	515-278-0200	adollison@massageheights.com ddollison@massageheights.com dwight.dollison@massageheights.com diane.dollison@massageheights.com
Dollison, Amy and Douglas M. Dollison, Dwight and Diane	DIG West De Moines, LLC	640 S. 50th St., Ste 1130 West Des Moines, IA 50265	IA	515-222-3102	adollison@massageheights.com ddollison@massageheights.com dwight.dollison@massageheights.com diane.dollison@massageheights.com
Dusterhoft, Thomas	MH Relax Enterprises, LLC	4800 135th St., Ste 270 Leawood, KS 66224	KS	913-660-0099	tdusterhoft@massageheights.com
Anderson, Scott Anderson, Barbara	Phase 2, LLC	16808 W. 89th St. Lenexa, KS 66219	KS	913-717-0034	sanderson@massageheights.com banderson@massageheights.com
Richey, Ronald Richey, Crystal	Euphoria I, LLC	11008 Metcalf Ave. Overland Park, KS 66210	KS	913-663-5444	rrichey@massageheights.com crichey@massageheights.com
Oliver, Eric	Vicki & Tonic, LLC held by OMG MH Holdings LLC	142 Congressional Lane Rockville, MD 20852	MD	240-430-2244	eoliver@massageheights.com
Bialy, Paul and Jennifer	YOLO Ventures, LLC	3050 Walton Blvd. Rochester Hills, MI 48309	MI	248-375-8000	paul.bialy@massageheights.com
Brady, Sandra	Nine24 Ventures, LLC	19130 E. 39th St., Ste B Independence, MO 64057	MO	816-256-2288	sbrady@massageheights.com
Dusterhoft, Thomas	TWD 7560, LLC	9225 Missouri NE Hwy 152 Kansas City, MO 64158	MO	816-792-4783	tdusterhoft@massageheights.com
Dusterhoft, Thomas	TWD 7560, LLC	9028 NW Skyview Ave. Kansas City, MO 64154	MO	816-746-4400	tdusterhoft@massageheights.com
Presson, Donald	2M Ventures, LLC	8600 Ward Parkway, Ste 2115 Kansas City, MO 64114	MO	816-778-0901	dpresson@massageheights.com jpresson@massageheights.com
Brady, Sandra	Nine24 Ventures, LLC	970 NW Blue Pkwy Lee's Summit, MO 64086	MO	816-554-3438	sbrady@massageheights.com
Burrow, James and Codie	Aksarben Heights, LLC	6750 Mercy Rd., Suite 104 Omaha, NE 68106	NE	402-934-9094	jburrow@massageheights.com cburrow@massageheights.com
Burrow, James Carper, Michael	Heights and Associates, LLC	14505 W. Maple Rd., Ste 100 Omaha, NE 68116	NE	402-934-8483	jburrow@massageheights.com mcarper@massageheights.com
Mizener, Allison	Aldilou West, LLC	1371 W. Warm Springs, Ste B Henderson, NV 89014	NV	702-431-1300	amizener@massageheights.com
Serio, Deanna	ADS Holdings, Inc.	10420 S. Eastern Ave., Ste 110 Henderson, NV 89052	NV	702-547-0006	dserio@massageheights.com
Oliver, Eric	MH Bedford Grove, LLC held by OMG MH Holdings, LLC	7 Colby Ct., Ste 11 Bedford, NH 03110	NH	603-641-2010	eoliver@massageheights.com

Name	Entity Name	Address	State	Phone	E-mail
Shawger, David D. Carmody, Dale	MH 11:11, LLC	40 West Park Place, Ste 7 Morristown, NJ 07960	NJ	973-939-3999	dshawger@massageheights.com dcarmody@massageheights.com
O'Malley, Ronald Gumina, James	Resort Associates, L.L.C.	2157 Route 35, Ste 1B Sea Girt, NJ 08750	NJ	732-449-9500	ron.omalley@massageheights.com james.gumina@massageheights.com
Hawley, Ryan and Holly	RGH Investments, LLC	1235 East Boulevard, Ste 190 Charlotte, NC 28203	NC	704-910-0758	ryan.hawley@massageheights.com holly.hawley@massageheights.com
Holt, II, Claude D.	The Wellness Retreat, LLC	7926 B Rea Rd. Charlotte, NC 28277	NC	704-749-5820	dholt@massageheights.com
Holt, II, Claude D.	Therapeutic Revelations, LLC	324 S. Sharon Amity Rd., Ste B Charlotte, NC 28211	NC	704-936-5050	dholt@massageheights.com
Serdinsky, Neil	MH Lake Norman, LLC	19818 N. Cove Rd, Cornelius, NC 28031	NC	704-827-5000	nserdinsky@massageheights.com
Cermin, Josip	Cermin Therapeutic, LLC	6807 Fayetteville Rd., Ste 115 Durham, NC 27713	NC	919-794-6938	jwhite@massageheights.com joe_cermin@yahoo.com
Holt, II, Claude D.	TysonSix, Inc.	1915 Matthews Township Pkwy, Ste 1200, Matthews, NC 28105	NC	704-814-8888	dholt@massageheights.com
Fisher, Thomas Egger, John	MH Arthur, LLC	3505 Westgate, Ste D416 Fairview Park, OH 44126	OH	440-973-8626	tfisher@massageheights.com jegger@massageheights.com
Radebaugh, James and Sondra	The Radebaugh Group, LLC	18240 Royalton Rd. Strongsville, OH 44136	OH	440-580-4520	jradebaugh@massageheights.com sradebaugh@massageheights.com
Hyland, Bruce and Joyce	Hyland MH Retreats, LLC	143 Crocker Park Blvd. Westlake, OH 44145	OH	440-249-6898	bhyland@massageheights.com jhyland@massageheights.com
Oliver, Eric	MH Bakery Square, LLC held by OMG MH Holdings, LLC	173 Bakery Square Blvd. Pittsburgh, PA 15206	PA	412-363-7359	eoliver@massageheights.com
Reimann, Alan and Janet	CHATTZ Massage, Inc.	1925 Gunbarrel Rd., Ste 113 Chattanooga, TN 37421	TN	423-933-0200	areimann@massageheights.com jreimann@massageheights.com
Meeks, Greg Hadall, Kevin	Awesometown, LLC	931 W. Bethany Dr. Allen, TX 75013	TX	972-961-4949	khadall@massageheights.com gmeeks@massageheights.com
Strmiska, Christine	CM Caloss, LLC	9231 W. Parmer Lane, Ste 103 Austin, TX 78717	TX	512-716-1303	cwright@massageheights.com
Terraacina, Roy Franson, Glenn Evans, Wayne Evans, Shane	AT2, LLC*	1911 Aldrich Street, Suite 170 Austin, TX 78723	TX	512-596-2236	rterraacina@massageheights.com gfranson@massageheights.com sevans@massageheights.com wevans@massageheights.com
Terraacina, Roy Franson, Glenn Evans, Wayne Evans, Shane	AT2 Southpark Meadows, LLC*	9600 S. IH 35, Suite D-200 Austin, TX 78748	TX	512-200-7383	rterraacina@massageheights.com gfranson@massageheights.com sevans@massageheights.com wevans@massageheights.com
Terraacina, Roy Franson, Glenn Evans, Wayne Evans, Shane	AT2 Cedar Park, LLC*	5001 183A Toll Rd, Cedar Park, TX 78613	TX	512-387-9840	rterraacina@massageheights.com gfranson@massageheights.com sevans@massageheights.com wevans@massageheights.com
Grossman, David and Travis	MH Cypress, LLC	25845 Northwest Freeway Ste 1086-B Cypress, TX 77429	TX	832-497-1395	dgrossman@massageheights.com tochoa@massageheights.com
Grossman, David and Travis	MH Rock Creek, LLC	14041 Grant Rd., Ste 140 Cypress, TX 77429	TX	832-497-1403	dgrossman@massageheights.com tochoa@massageheights.com
Grossman, David and Travis	MH Towne Lake, LLC	9935 Barker Cypress Rd, Cypress, TX 77433	TX	832-497-1393	dgrossman@massageheights.com tochoa@massageheights.com

Name	Entity Name	Address	State	Phone	E-mail
Hemenway, David and Jennifer	TJS Retreat, LLC	5801 Long Prairie Rd., Ste 650 Flower Mound, TX 75028	TX	972-249-9790	david.hemenway@massageheights.com jennifer.hemenway@massageheights.com
Burlington, David	Beyond Bassin, LLC	303 W. Parkwood Ave. Friendswood, TX 77546	TX	281-725-6800	dave.burlington@massageheights.com
Weathers, John S.	Weathers Investment Holdings, LLC	11955 Dallas Pkwy, Ste 900 Frisco, TX 75034	TX	972-292-7685	jweathers@massageheights.com
Boyle, Jeff	Boyle Holdings, LLC	27120 Fulshear Bend Dr., Ste 800 Fulshear, TX 77441	TX	346-707-5511	jeff.boyle@massageheights.com
Wright, Donald	Mattem Enterprises, LLC	1013 W. University Ave., Ste 150 Georgetown, TX 78628	TX	512-930-0888	dwright@massageheights.com
Castro, Theresa	TAC Massage, Inc.	2625 Louisiana St., Ste H Houston, TX 77006	TX	832-431-4225	tcastro@massageheights.com
Castro, Theresa	TAC Massage, Inc.	2055 Westheimer Rd., Ste 155 Houston, TX 77098	TX	713-526-7529	tcastro@massageheights.com
Dick, Todd and LaVona	WL & D Ventures	14243 E. Sam Houston Pkwy. Ste 600 Houston, TX 77044	TX	281-615-3214	todd.dick@massageheights.com lavona.dick@massageheights.com
Grossman, David and Travis	MH Eldridge, LLC	12709 FM 1960 West Houston, TX 77065	TX	832-497-1401	dgrossman@massageheights.com tochoa@massageheights.com
Keshani, Ali and Elizabeth	LK & HK Enterprise, LLC	600 W. Sam Houston Pkwy N, Ste 740 Houston, TX 77024	TX	713-467-3529	ekeshani@massageheights.com akeshani@massageheights.com
Meriel, Claire**	Meriel Investments, Inc.	5403 FM 1960 W, Ste A Houston, TX 77069	TX	281-943-7529	claire.meriel@massageheights.com
Morgan, Lloyd, J.	Absolute Therapeutic Massage, LLC	3003 W. Holcombe Blvd., Ste A Houston, TX 77025	TX	281-299-3341	nbrickey@massageheights.com
Oliver, Eric	MH Royal Oaks, LLC	11805 Westheimer Rd., Ste 380 Houston, TX 77077	TX	281-619-2200	eoliver@massageheights.com
Peters, Mickey and Stephanie	Upside Consulting, LLC	103 Yale St., Ste 700 Houston, TX 77007	TX	713-864-2403	mpeters@massageheights.com speters@massageheights.com
Vu, Phuong Hua, Hang	MHVP Holdings, LLC	134 Vintage Park Blvd., Ste D Houston, TX 77070	TX	832-698-7359	pvu@massageheights.com hhua@massageheights.com
Weatherford, Larry and Debbie	LDSJ Holdings, LLC	1415 S. Voss Rd., Ste 150 Houston, TX 77057	TX	713-278-7529	dweatherford@massageheights.com lweatherford@massageheights.com
Weatherford, Larry and Debbie	LDSJ Holdings, LLC	5460 Wesleyan St. Houston, TX 77005	TX	713-432-7529	dweatherford@massageheights.com lweatherford@massageheights.com
Wong, Chit	Rejuvenate, LLC	13410 Briar Forest Dr., Ste 198 Houston, TX 77077	TX	281-677-4290	cwong@massageheights.com
Weatherford, Larry and Debbie	LDSJ Holdings, LLC	6501 S. Fry Rd., Ste 900 Katy, TX 77494	TX	281-391-7529	dweatherford@massageheights.com lweatherford@massageheights.com
Wong, Chit	n/a	4580 Kingwood R., Ste C Kingwood, TX 77345	TX	281-359-7529	cwong@massageheights.com
Gonzalez, Sabino Hooks, Audrey Ware, Aaron Ware, Lucy	G & W Massage, LLC	90 Oak Drive, Ste H Lake Jackson, TX 77566	TX	979-292-8150	sgonzalez@massageheights.com ahooks@massageheights.com aware@massageheights.com lware@massageheights.com
Terraacina, Roy Franson, Glenn Evans, Wayne Evans, Shane	AT2, LLC*	2009 Main Street, Ste 110 Lakeway, TX 78734	TX	512-520-0630	rterraacina@massageheights.com gfranson@massageheights.com sevans@massageheights.com wevans@massageheights.com
Nguyen, Pamela Cao, Don	Relaxbo, Inc.	2630 Gulf Freeway South, Ste E League City, TX 77573	TX	281-554-7359	pnguyen@massageheights.com

Name	Entity Name	Address	State	Phone	E-mail
Weathers, John S.	Weathers Investment Holdings, LLC	6150 W. Eldorado Pkwy, Ste 160 McKinney, TX 75070	TX	469-424-0155	jweathers@massageheights.com
Huber, Holly C. Huber, Heather	MVPenny, LLC	2830 Town Center Dr., Ste 125 New Braunfels, TX 78130	TX	830-302-2091	heather.huber@massageheights.com holly.huber@massageheights.com
Nguyen, Pamela Cao, Don	n/a	5661 Fairmont Pkwy, Ste 100 Pasadena, TX	TX	832-327-5088	pnguyen@massageheights.com
Holley, Wendy Godwin, Tom	WHMH Shadow Creek, LLC	2810 Business Center Dr. Ste 118 Pearland, TX 77584	TX	832-448-7529	wendy.holley@massageheights.com tom.godwin@massageheights.com
Weathers, John S.	Weathers Investment Holdings, LLC	3309 Dallas Pkwy, Ste 421 Plano, TX 75093	TX	972-424-7907	jweathers@massageheights.com
Burlington, Jennifer	n/a	999 E. Basse Rd., Ste 165 San Antonio, TX 78209	TX	210-822-8889	jburlington@massageheights.com
Burlington, Jennifer	MHLS Ventures, LLC	23535 IH 10 W, Suite 2104 San Antonio, TX 78257	TX	210-687-1112	jburlington@massageheights.com
Burlington, Jennifer	US Intercepts, Inc.	9110 N. Loop 1604 W, Ste 106 San Antonio, TX 78249	TX	210-681-7091	jburlington@massageheights.com
Lopez, Michael C.		9620 Huebner Rd., Ste 101 San Antonio, TX	TX	210-877-9014	mlopez@massageheights.com
Terraacina, Roy Franson, Glenn Evans, Wayne Evans, Shane	AT2 TPC, LLC*	22106 US Hwy 281 N, Ste 104 San Antonio, TX 78258	TX	210-981-1000	rterraacina@massageheights.com gfranson@massageheights.com sevens@massageheights.com wevans@massageheights.com
Tyler, Anna Segura	Massage Beast, LLC	17230 Bulverde Rd., Ste 113 San Antonio, TX 78247	TX	210-494-7359	asegura@massageheights.com
Lopez, Michael C.	BrandCamy, Inc.	3820 FM 3009, Ste 120 Schertz, TX 78154	TX	210-658-5689	mlopez@massageheights.com
Boubekri, Noury	BFNAT Corporation	100 W. Southlake Blvd., Ste 175 Southlake, TX 76092	TX	817-442-001	nboubekri@massageheights.com fboubekri@massageheights.com
Cobb, Barbara and Thomas	Cobb Retreats II, LLC	3550 Rayford Rd., Ste 180 Spring, TX 77386	TX	832-900-7222	bcobb@massageheights.com
Walker, James Ouellette, Connie	GREa, LLC	21334 Kuykendahl Rd., Ste C Spring, TX 77379	TX	281-288-2177	jwalker@massageheights.com couellette@massageheights.com
Weatherford, Larry and Debbie	LDSJ Holdings, LLC	1875 Hwy 6, Ste 500 Sugar Land, TX 77478	TX	281-4907529	dweatherford@massageheights.com lweatherford@massageheights.com
Cobb, Barbara and Thomas	Cobb Retreats, LLC	4775 W. Panther Creek Dr. Ste 220B The Woodlands, TX 77381	TX	832-900-7788	bcobb@massageheights.com
Oliver, Eric	MH Alden Bridge, LLC held by OMG MH Holdings, LLC	8000 Research Forest Dr. Ste 250 The Woodlands, TX 77382	TX	281-292-1188	eoliver@massageheights.com
Chu, Dan	Denovo Heights, LLC	1373 W. Bay Area Blvd. Webster, TX 77598	TX	281-992-8888	dchu@massageheights.com
Cisneros, Lucio Misulic, Tatjana	LCM Enterprises, LLC	3642 King St. Alexandria, VA 22302	VA	703-31-7359	lcisneros@massageheights.com tmisulic@massageheights.com
Cisneros, Lucio Misulic, Tatjana	MHI Investment Group, LLC	7505 Leesburg Pike, Ste M Falls Church, VA 22043	VA	703-208-1919	lcisneros@massageheights.com tmisulic@massageheights.com

*These franchisees have common ownership with Franchisor, but Franchisor does not have controlling interest or management in the franchisees.

Current Franchisees with Unopened Outlets as of December 31, 2018:

Name	Entity Name	Address	State	Phone	E-mail
Dancer, Brad and Jaime	MH Holdings of Naples, LLC	TBD	FL	TBD	bdancer@massageheights.com jdancer@massageheights.com
O'Malley, Ronald J. Gumina, James J.	Resort Associates, L.L.C.	TBD	FL	TBD	ron.omalley@massageheights.com james.gumina@massageheights.com
Smith, Sharlene Nash, Charice	Nash Smith, Inc.	TBD	GA	TBD	sharlene.smith@massageheights.com charice.nash@massageheights.com
Patel, Raj Punukollu, Jay	Hari Massage of Deerfield, Inc.	TBD	IL	TBD	raj.patel@massageheights.com jay.punukollu@massageheights.com
Goebel, Cristina and Matt	MH Indy, LLC	TBD	IN	TBD	cristina.goebel@massageheights.com mgoebel@massageheights.com
Clements, Adam and Sarah	ACS Retreats, LLC	TBD	TX	TBD	adam.clements@massageheights.com sarah.clements@massageheights.com
Terraacina, Roy Franson, Glenn Evans, Wayne Evans, Shane	AT2, LLC*	TBD - Austin, TX	TX	TBD	rterraacina@massageheights.com gfranson@massageheights.com wevans@massageheights.com sevans@massageheights.com
Terraacina, Roy Franson, Glenn Evans, Wayne Evans, Shane	AT2, LLC*	TBD - Austin, TX	TX	TBD	rterraacina@massageheights.com gfranson@massageheights.com wevans@massageheights.com sevans@massageheights.com
Terraacina, Roy Franson, Glenn Evans, Wayne Evans, Shane	AT2, LLC*	TBD - Austin, TX	TX	TBD	rterraacina@massageheights.com gfranson@massageheights.com wevans@massageheights.com sevans@massageheights.com
Terraacina, Roy Franson, Glenn Evans, Wayne Evans, Shane	AT2, LLC*	TBD - Austin, TX	TX	TBD	rterraacina@massageheights.com gfranson@massageheights.com wevans@massageheights.com sevans@massageheights.com

*These franchisees have common ownership with Franchisor, but Franchisor does not have controlling interest or management in the franchisees.

Former Franchisees:

The name and last known address of every franchisee who had a Massage Heights Franchise transferred, terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under our Franchise Agreement during the period January 1, 2018 to December 31, 2018, or who has not communicated with us within ten weeks of the Issuance Date of this Franchise Disclosure Document are listed below. If you buy this Franchise, your contact information may be disclosed to other buyers when you leave the Franchise System.

NOTES	Name	Entity Name	Address	State	Phone	E-mail
Terminated	Onia, Omar and Gloria Elliott, Justin and Kerry	Na	2008 63 rd Ave Sacramento, CA 95822	CA	916-395-9332	jelliot@massageheights.com
Terminated	Kisch, Wade	MH Northern Colorado, LLC held by Kisch Holdings, Inc.	1218 Baldrige Dr Severance, CO	CO	970-217-8885	wkisch@massageheights.com
Terminated	Reiche, Charles and Regina	MH Quarry Lake, LLC	5926 Cherry Oak Dr Valrico, FL 33596	MD	813-334-8716	creiche@massageheights.com
Terminated	DeVoe, Deborah	RyCon Enterprises II, LLC	Route 22 and Brierhill Dr Bel Air, MD 21015	MD	410-419-4893	ddevoe@massageheights.com

NOTES	Name	Entity Name	Address	State	Phone	E-mail
Terminated	Holt, II, Claude D.		14445 WS Lee Court Charlotte, NC 28277	TX	704-650-4492	dholt@massageheights.com
Terminated	Peters, Mickey and Stephanie	Upside Consulting II, LLC	13330 Conifer Rd. Houston, TX 77079	TX	713-213-9837	mpeters@massageheights.com speters@massageheights.com
Terminated	Wilson, Steven and Sandra	S&S Wilson, Inc.	12510 Willow Breeze Dr Tomball, TX 77377	TX	281-728-6842	swilson@massageheights.com
Terminated	Mercil, Catherine	NOVA Massage 1, Inc.	5512 24 th St No. Arlington, VA 22205	VA	703-590-7529	cmercil@massageheights.com
Transferred	Setlich, John R.		12188 Foothill Blvd Rancho Cucamonga, CA 91739	CA	909-803-2900	jsetlich@massageheights.com
Transferred	Schmidt, Susan and Andreas	Irodion LLC	1172 Briarvista Way NE Atlanta, GA 30329	GA	574-904-9658	susan.schmidt@massageheights.com andreas.schmidt@massageheights.com
Transferred	Marcotte, Leo and Amy	Massage Chi Company	5309 Chinn Chapel Rd Double Oak, TX 75028	TX	972-310-2606	lmarcotte@massageheights.com
Transferred	Busch, JD and Tammy	Busch Investment Group, LLC	16020 Fontaine Avenue Austin, TX 77035	TX	281-658-3331	jbusch@massageheights.com
Transferred	Reed, Brian and Gillian	MHSC Holdings, LLC	3806 Emerald Lake Drive Missouri City, TX 77459	TX	832-448-7529	greed@massageheights.com breed@massageheights.com
Transferred	Gray, Alisha	Matitus Ventures, LLC	105 Oak Meadow Lane Boerne, TX 78006	TX	210-338-8249	agray@massageheights.com
Transferred	Terracina, Roy	AT2 TPC, LLC	13750 US Hwy 281 North, Suite 230 San Antonio, TX 78232	TX	210-402-0777	rterracina@massageheights.com

EXHIBIT D

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

**STATE ADMINISTRATORS AND
AGENTS FOR SERVICE OF PROCESS**

<u>CALIFORNIA</u> <u>State Administrator and Agent for Service of Process:</u> Commissioner Department of Business Oversight 320 W. 4th Street, #750 Los Angeles, CA 90013 (213) 576-7500 (866) 275-2677 <u>HAWAII</u> Commissioner of Securities of the State of Hawaii 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722 <u>Agent for Service of Process:</u> Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722 <u>ILLINOIS</u> Illinois Attorney General Chief, Franchise Division 500 S. Second Street Springfield, IL 62706 (217) 782-4465 <u>INDIANA</u> Secretary of State Securities Division Room E-018 302 W. Washington Street Indianapolis, IN 46204 (317) 232-6681	<u>MARYLAND</u> Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202 (410) 576-6360 <u>Agent for Service of Process:</u> Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 <u>MICHIGAN</u> Michigan Department of Attorney General Consumer Protection Division 525 W. Ottawa Street Lansing, MI 48913 (517) 373-7117 <u>MINNESOTA</u> Department of Commerce Commissioner of Commerce 85 Seventh Place East, Suite 280 St. Paul, MN 55101-3165 (651) 539-1600 <u>NEW YORK</u> <u>Administrator:</u> NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8236 <u>Agent for Service of Process:</u> New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 (518) 473-2492	<u>NORTH DAKOTA</u> North Dakota Securities Department State Capitol, Fifth Floor, Dept. 414 600 E. Boulevard Avenue Bismarck, ND 58505-0510 (701) 328-4712 <u>RHODE ISLAND</u> Department of Business Regulation 1511 Pontiac Avenue, Bldg. 68-2 Cranston, RI 02920 (401) 462-9527 <u>SOUTH DAKOTA</u> Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563 <u>VIRGINIA</u> State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main Street, 9th Floor Richmond, VA 23219 <u>Agent for Service of Process:</u> Clerk of the State Corporation Commission 1300 E. Main Street, 1st Floor Richmond, VA 23219 <u>WASHINGTON</u> Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501 (360) 902-8760 <u>WISCONSIN</u> Department of Financial Institutions Division of Securities 201 W. Washington Avenue Madison, WI 53703 (608) 266-3364
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Rev. 100318

EXHIBIT E
STATE ADDENDA AND AGREEMENT RIDERS

STATE ADDENDA AND AGREEMENT RIDERS
ADDENDUM TO FRANCHISE AGREEMENT, SUPPLEMENTAL AGREEMENTS, AND
FRANCHISE DISCLOSURE DOCUMENT FOR CERTAIN STATES FOR MASSAGE
HEIGHTS FRANCHISING, LLC

The following modifications are made to the Massage Heights Franchising, LLC (“**Franchisor**,” “**us**,” “**we**,” or “**our**”) Franchise Disclosure Document (“**FDD**”) given to franchisee (“**Franchisee**,” “**you**,” or “**your**”) and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement between you and us dated ***, 20*** (“**Franchise Agreement**”). When the term “**Franchisor’s Choice of Law State**” is used, it means Texas. When the term “Supplemental Agreements” is used, it means “None”.

Certain states have laws governing the franchise relationship and franchise documents. Certain states require modifications to the FDD, Franchise Agreement and other documents related to the sale of a franchise. This State-Specific Addendum (“**State Addendum**”) will modify these agreements to comply with the state’s laws. The terms of this State Addendum will only apply if you meet the requirements of the applicable state independently of your signing of this State Addendum. The terms of this State Addendum will override any inconsistent provision of the FDD, Franchise Agreement or any Supplemental Documents. This State Addendum only applies to the following states: California, Hawaii, Illinois, Iowa, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Ohio, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

If your state requires these modifications, you will sign this State Addendum along with the Franchise Agreement and any Supplemental Agreements.

CALIFORNIA

The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the Franchise be delivered together with the FDD.

California Corporations Code Section 31125 requires us to give to you a FDD approved by the Department of Business Oversight before we ask you to consider a material modification of your Franchise Agreement.

The Franchise Agreement contains, and if applicable, the Supplemental Agreements may contain, provisions requiring binding arbitration with the costs being awarded to the prevailing party. The arbitration will occur in Franchisor’s Choice of Law State. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement or Supplemental Agreements restricting venue to a forum outside the State of California. The Franchise Agreement may contain a mediation provision. If so, the parties shall each bear their own costs of mediation and shall share equally the filing fee and the mediator’s fees.

The Franchise Agreement and Supplemental Agreements require the application of the law of Franchisor’s Choice of Law State. This provision may not be enforceable under California law.

Neither Franchisor nor any other person listed in Item 2 of the FDD is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement or Supplemental Agreements contain a provision that is inconsistent with the California Franchise Investment Law, the California Franchise Investment Law will control.

The Franchise Agreement and Supplemental Agreements may provide for termination upon bankruptcy. Any such provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. SEC. 101 et seq.).

The Franchise Agreement contains, and if applicable, the Supplemental Agreements may contain, a covenant not to compete provision which extends beyond the termination of the Franchise. Such provisions may not be enforceable under California law.

Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable. Any such provisions contained in the Franchise Agreement or Supplemental Agreements may not be enforceable.

You must sign a general release of claims if you renew or transfer your Franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516).

Our website has not been reviewed or approved by the California Department of Business Oversight. Any complaints concerning the content of this website may be directed to the California Department of Business Oversight at www.dbo.ca.gov.

Item 6 of the FDD is amended to state the highest interest rate allowed by law in California is 10% annually.

HAWAII

The following is added to the Cover Page:

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

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO YOU OR SUBFRANCHISOR AT LEAST SEVEN (7) DAYS PRIOR TO THE EXECUTION BY YOU OR SUBFRANCHISOR OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN (7) DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY YOU, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF

ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH US AND YOU.

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

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

The status of the Franchisor's franchise registrations in the states which require registration is as follows:

1. States in which this proposed registration is effective are listed on the third page of the FDD on the page entitled, "State Effective Dates".
2. States which have refused, by order or otherwise, to register these Franchises are: None
3. States which have revoked or suspended the right to offer the Franchises are: None
4. States in which the proposed registration of these Franchises has been withdrawn are: None

ILLINOIS

Sections 4 and 41 and Rule 608 of the Illinois Franchise Disclosure Act states that court litigation must take place before Illinois federal or state courts and all dispute resolution arising from the terms of this Agreement or the relationship of the parties and conducted through arbitration or litigation shall be subject to Illinois law. The FDD, Franchise Agreement and Supplemental Agreements are amended accordingly.

The governing law or choice of law clause described in the FDD and contained in the Franchise Agreement and Supplemental Agreements is not enforceable under Illinois law. This governing law clause shall not be construed to negate the application of Illinois law in all situations to which it is applicable.

Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void." The Franchise Agreement is amended accordingly. To the extent that the Franchise Agreement would otherwise violate Illinois law, such Agreement is amended by providing that all litigation by or between you and us, arising directly or indirectly from the Franchise relationship, will be commenced and maintained in the state courts of Illinois or, at our election, the United States District Court for Illinois, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements, and Illinois law will pertain to any claims arising under the Illinois Franchise Disclosure Act.

Item 17.v, Choice of Forum, of the FDD is revised to include the following: "provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act."

Item 17.w, Choice of Law, of the FDD is revised to include the following: “provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act”.

The termination and non-renewal provisions in the Franchise Agreement and the FDD may not be enforceable under Sections 19 and 20 of the Illinois Franchise Disclosure Act.

Under Section 705/27 of the Illinois Franchise Disclosure Act, no action for liability under the Illinois Franchise Disclosure Act can be maintained unless brought before the expiration of three (3) years after the act or transaction constituting the violation upon which it is based, the expiration of one (1) year after you become aware of facts or circumstances reasonably indicating that you may have a claim for relief in respect to conduct governed by the Act, or 90 days after delivery to you of a written notice disclosing the violation, whichever shall first expire. To the extent that the Franchise Agreement is inconsistent with the Illinois Franchise Disclosure Act, Illinois law will control and supersede any inconsistent provision(s).

Fee Deferral

Payment of the Initial Franchise Fee and software setup is deferred until all of our initial obligations under the Franchise Agreement have been fulfilled by us and you have commenced doing business pursuant to the Franchise Agreement. This requirement has been imposed by the Illinois Attorney General’s Office based on our financial condition.

INDIANA

Item 8 of the FDD is amended to add the following:

Under Indiana Code Section 23-2-2.7-1(4), we will not accept any rebates from any person with whom you do business or associate in relation to transactions between you and the other person, other than for compensation for services rendered by us, unless the rebate is properly accounted for and submitted to you.

Item 17 of the FDD is amended to add the following:

Indiana Code 23-2-2.7-1(7) makes it unlawful for us to unilaterally terminate your Franchise Agreement unless there is a material violation of the Franchise Agreement and termination is not in bad faith.

Indiana Code 23-2-2.7-1(5) prohibits us to require you to agree to a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Act. The “Summary” column in Item 17.r. of the FDD is deleted and the following is inserted in its place: No competing business for two (2) years within the Territory.

The “Summary” column in Item 17.t. of the FDD is deleted and the following is inserted in its place:

Notwithstanding anything to the contrary in this provision, you do not waive any right under the Indiana Statutes with regard to prior representations made by us.

The “Summary” column in Item 17.v. of the FDD is deleted and the following is inserted in its place:

Litigation regarding Franchise Agreement in Indiana; other litigation in Franchisor's Choice of Law State. This language has been included in this Franchise Disclosure Document as a condition to registration. The Franchisor and the Franchisee do not agree with the above language and believe that each of the provisions of the Franchise Agreement, including all venue provisions, is fully enforceable. The Franchisor and the Franchisee intend to fully enforce all of the provisions of the Franchise Agreement and all other documents signed by them, including but not limited to, all venue, choice-of-law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

The "Summary" column in Item 17.w. of the FDD is deleted and the following is inserted in its place:

Indiana law applies to disputes covered by Indiana franchise laws; otherwise Franchisor's Choice of Law State law applies.

Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all Franchises offered and sold in the State of Indiana:

1. The laws of the State of Indiana supersede any provisions of the FDD, the Franchise Agreement, or Franchisor's Choice of Law State law, if such provisions are in conflict with Indiana law.
2. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the Franchise without good cause or in bad faith, good cause being defined under law as including any material breach of the Franchise Agreement, will supersede the provisions of the Franchise Agreement relating to termination for cause, to the extent those provisions may be inconsistent with such prohibition.
3. Any provision in the Franchise Agreement that would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Indiana Deceptive Franchise Practices Law is void to the extent that such provision violates such law.
4. The covenant not to compete that applies after the expiration or termination of the Franchise Agreement for any reason is hereby modified to the extent necessary to comply with Indiana Code 23-2-2.7-1 (9).
5. The following provision will be added to the Franchise Agreement:

No Limitation on Litigation. Despite the foregoing provisions of this Agreement, any provision in the Agreement which limits in any manner whatsoever litigation brought for breach of the Agreement will be void to the extent that any such contractual provision violates the Indiana Deceptive Franchise Practices Law.

IOWA

Any provision in the Franchise Agreement or Compliance Questionnaire which would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Iowa Business Opportunity Promotions Law (Iowa Code Ch. 551A) is void to the extent that such provision violates such law.

The following language will be added to the Franchise Agreement:

NOTICE OF CANCELLATION

____(enter date of transaction)

You may cancel this transaction, without penalty or obligation, within three (3) business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten (10) business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence or business address, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do not agree to return the goods to the seller or if the seller does not pick them up within twenty (20) days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Massage Heights Franchising, LLC, ATTN: Legal Department, 13750 US Hwy 281 North, Suite 230, San Antonio, TX 78232, or send a fax to Massage Heights Franchising, LLC, ATTN: Legal Department, at (210) 402-3228 not later than midnight of the third business day after the Effective Date.

I hereby cancel this transaction.

Franchisee: _____

By: _____

Print Name: _____

Its: _____

Date: _____

MARYLAND

AMENDMENTS TO FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENTS

Item 17 of the FDD and the Franchise Agreement are amended to state: "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."

Representations in the Franchise Agreement 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.

Item 17 of the FDD and sections of the Franchise Agreement are amended to state that you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the Franchise.

The Franchise Agreement and Franchise Disclosure Questionnaire are amended to state that 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.

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.).

Fee Deferral

Item 5 and 7 of the Franchise Disclosure Document and Section 5 of the Franchise Agreement are hereby amended to state that based upon the Franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

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.

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

- (a) A prohibition on your right to join an association of franchisees.
- (b) A requirement that you assent to a release, assignment, novation, waiver, or estoppel which deprives you of rights and protections provided in this act. This shall not preclude you, after entering into a Franchise Agreement, from settling any and all claims.
- (c) A provision that permits us to terminate a Franchise prior to the expiration of its term except for good cause. Good cause shall include your failure 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 us to refuse to renew your Franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration of your inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to us 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 five (5) years; and (ii) you are prohibited by the Franchise Agreement 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 you do not receive at least six (6) months' advance notice of our intent not to renew the Franchise.
- (e) A provision that permits us 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 the State of Michigan. This shall not preclude you from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits us to refuse to permit a transfer of ownership of a Franchise, except for good cause. This subdivision does not prevent us 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 our then-current reasonable qualifications or standards.
- (ii) the fact that the proposed transferee is a competitor of us or our subfranchisor.
- (iii) the unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
- (iv) your or proposed transferee's failure to pay any sums owing to us or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

(h) A provision that requires you to resell to us items that are not uniquely identified with us. This subdivision does not prohibit a provision that grants to us 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 us the right to acquire the assets of a Franchise for the market or appraised value of such assets if you have breached the lawful provisions of the Franchise Agreement and have failed to cure the breach in the manner provided in subdivision (c).

(i) provision which permits us to directly or indirectly convey, assign, or otherwise transfer our obligations to fulfill contractual obligations to you 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.

Any questions regarding this notice should be directed to: State of Michigan

Department of Attorney General

Consumer Protection Division Attn: Franchise

670 Law Building 525 W. Ottawa Street

Lansing, Michigan 48913

Telephone Number: (517) 373-7117

MINNESOTA

Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all Franchises offered and sold in the State of Minnesota:

1. Any provision in the Franchise Agreement which would require you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22 will be void to the extent that such contractual provision violates such law.

2. Minnesota Statute Section 80C.21 and Minnesota Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside of Minnesota. In addition, nothing in the FDD 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 Minnesota.

3. Minn. Rule Part 2860.4400J prohibits a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes. Any provision in the Franchise Agreement which would require you to waive your rights to any procedure, forum or remedies provided for by the laws of the State of Minnesota is deleted from any agreement relating to Franchises offered and sold in the State of Minnesota; provided, however, that this paragraph will not affect the obligation in the Franchise Agreement relating to arbitration.

4. With respect to Franchises governed by Minnesota law, we will comply with Minnesota Statute Section 80C.14, Subds. 3, 4 and 5, which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement; and that consent to the transfer of the Franchise will not be unreasonably withheld.

5. Item 13 of the FDD is hereby amended to state that we will protect your rights under the Franchise Agreement to use the Marks, or indemnify you from any loss, costs, or expenses arising out of any third-party claim, suit or demand regarding your use of the Marks, if your use of the Marks is in compliance with the provisions of the Franchise Agreement and our System standards.

6. Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release. As a result, the FDD and the Franchise Agreement, which require you to sign a general release prior to renewing or transferring your Franchise, are hereby deleted from the Franchise Agreement, to the extent required by Minnesota law.

7. The following language will appear as a new paragraph of the Franchise Agreement:

No Abrogation. Pursuant to Minnesota Statutes, Section 80C.21, nothing in the dispute resolution section of this Agreement will in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80.C.

8. Minnesota Statute Section 80C.17 states that no action for a violation of Minnesota Statutes, Sections 80C.01 to 80C.22 may be commenced more than three (3) years after the cause of action accrues. To the extent that the Franchise Agreement conflicts with Minnesota law, Minnesota law will prevail.

9. Item 6 of the FDD and Section 6.12 of the Franchise Agreement is hereby amended to limit the Insufficient Funds Charge to \$30 per occurrence pursuant to Minnesota Statute 604.113.

NEW YORK

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 D 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,

INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NY 10005, 212-416-8236. 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.

The following is added at the end of Item 3:

Except as provided above, with regard to 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 injunction 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.

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 the officer or general partner of the franchisor held this position in the company or partnership.

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.

The following is added to the end of the “Summary” sections of Item 17(c), titled “Requirements for Franchisee to renew or extend,” and Item 17(m), entitled “Conditions for Franchisor approval of transfer”:

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

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.

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.

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.

NORTH DAKOTA

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring that you sign a general release, estoppel or waiver as a condition of renewal and/or assignment may not be enforceable as they relate to releases of the North Dakota Franchise Investment Law.

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring resolution of disputes to be outside North Dakota may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements relating to choice of law may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to liquidated damages and/or termination penalties may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to a waiver of trial by jury may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to a waiver of exemplary and punitive damages may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Item 17(r) of the FDD and Section 14 of the Franchise Agreement disclose the existence of certain covenants restricting competition to which Franchisee must agree. The Commissioner has held that covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statute, are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The FDD and the Franchise Agreement are amended accordingly to the extent required by law.

OHIO

The following language will be added to the front page of the Franchise Agreement:

You, the purchaser, may cancel this transaction at any time prior to midnight of the fifth business day after the date you sign this agreement. See the attached notice of cancellation for an explanation of this right.

Initials_____ Date_____

NOTICE OF CANCELLATION

_____(enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five (5) business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten (10) business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Massage Heights Franchising, LLC, ATTN: Legal Department, 13750 US Hwy 281 North, Suite 230, San Antonio, TX 78232, or send a fax to Massage Heights Franchising, LLC, ATTN: Legal Department, at (210) 402-3228 not later than midnight of the fifth business day after the Effective Date.

I hereby cancel this transaction.

Franchisee:

Date: _____

By: _____

Print Name: _____

Its: _____

RHODE ISLAND

§ 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act." The FDD, the Franchise Agreement, and the Supplemental Agreements are amended accordingly to the extent required by law.

The above language has been included in this FDD as a condition to registration. The Franchisor and the Franchisee do not agree with the above language and believe that each of the provisions of the Franchise Agreement and the Supplemental Agreements, including all choice of law provisions, are fully

enforceable. The Franchisor and the Franchisee intend to fully enforce all of the provisions of the Franchise Agreement, the Supplemental Agreements, and all other documents signed by them, including but not limited to, all venue, choice-of-law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

SOUTH DAKOTA

Intentionally left blank.

VIRGINIA

Item 17(h). The following is added to Item 17(h):

“Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement or Supplemental Agreements involve the use of undue influence by the Franchisor to induce a franchisee to surrender any rights given to franchisee under the Franchise, that provision may not be enforceable.”

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the FDD for Massage Heights Franchising, LLC for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure. The following statements are added to Item 8 and Item 17.h.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement 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.

WASHINGTON

The state of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement and Supplemental Agreements 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. The FDD, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

In any arbitration involving a Franchise purchased in Washington, the arbitration site shall be either in Washington or in a place as mutually agreed upon at the time of the arbitration, or as determined by the arbitrator. The FDD, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail. The FDD, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

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. The FDD, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer. The FDD, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

WISCONSIN

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise Agreement if such provision is in conflict with that law. The Franchise Disclosure Document, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

(Signatures on following page)

APPLICABLE ADDENDA

If any one of the preceding Addenda for specific states (“**Addenda**”) is checked as an “Applicable Addenda” below, then that Addenda shall be incorporated into the Franchise Disclosure Document, Franchise Agreement and any other specified agreement(s) entered into by us and the undersigned Franchisee. To the extent any terms of an Applicable Addenda conflict with the terms of the Franchise Disclosure Document, Franchise Agreement and other specified agreement(s), the terms of the Applicable Addenda shall supersede the terms of the Franchise Agreement.

- ☐ California
- ☐ Hawaii
- ☐ Illinois
- ☐ Iowa
- ☐ Indiana
- ☐ Maryland

- ☐ Michigan
- ☐ Minnesota
- ☐ New York
- ☐ North Dakota
- ☐ Ohio

- ☐ Rhode Island
- ☐ South Dakota
- ☐ Virginia
- ☐ Washington
- ☐ Wisconsin

FRANCHISOR:

Massage Heights Franchising, LLC

By: _____
Shane L. Evans, Chief Executive Officer

Date: _____

FRANCHISEE:

By: _____
***, ***

Date: _____

By: _____
***, ***

Date: _____

EXHIBIT F

BRAND STANDARDS MANUAL TABLE OF CONTENTS

(580 total pages)

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EXHIBIT G

CONTRACTS FOR USE WITH THE MASSAGE HEIGHTS FRANCHISE

The following contracts contained in **Exhibit G** are contracts that Franchisee is required to utilize or execute after signing the Franchise Agreement in the operation of the Massage Heights Business. The following are the forms of contracts that Massage Heights Franchising, LLC uses as of the Issuance Date of this Franchise Disclosure Document. If they are marked “Sample,” they are subject to change at any time.

EXHIBIT G-1
MESSAGE HEIGHTS FRANCHISE
SAMPLE GENERAL RELEASE AGREEMENT

WAIVER AND RELEASE OF CLAIMS

This Waiver and Release of Claims (“**Release**”) is made as of ***, 20*** by ***, a(n) *** (“**Franchisee**”), and each individual holding an ownership interest in Franchisee (collectively with Franchisee, “**Releasor**”) in favor of Massage Heights Franchising, LLC, a Texas limited liability company (“**Franchisor**,” and together with Releasor, the “**Parties**”).

WHEREAS, Franchisor and Franchisee have entered into a Franchise Agreement (“**Agreement**”) pursuant to which Franchisee was granted the right to own and operate a Massage Heights business;

WHEREAS, [Franchisee has notified Franchisor of its desire to transfer the Agreement and all rights related thereto, or an ownership interest in Franchisee, to a transferee/enter into a successor franchise agreement/amend the Agreement] or [the Agreement is being terminated/or indicate other reason for the requirement of this waiver and release], and Franchisor has consented to such [transfer/successor franchise agreement/amendment/termination/other reason]; and

WHEREAS, as a condition to Franchisor’s consent to [transfer the Agreement/enter into a successor franchise agreement/amend the Agreement/terminate the Agreement/other reason], Releasor has agreed to execute this Release upon the terms and conditions stated below.

NOW, THEREFORE, in consideration of Franchisor’s consent, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, Releasor hereby agrees as follows:

1. **Representations and Warranties.** Releasor represents and warrants that it is duly authorized to enter into this Release and to perform the terms and obligations herein contained, and has not assigned, transferred, or conveyed, either voluntarily or by operation of law, any of its rights or claims against Franchisor or any of the rights, claims, or obligations being terminated and released hereunder. Each individual executing this Release on behalf of Franchisee represents and warrants that he/she is duly authorized to enter into and execute this Release on behalf of Franchisee. Releasor further represents and warrants that all individuals that currently hold a direct or indirect ownership interest in Franchisee are signatories to this Release.

2. **Release.** Releasor and its subsidiaries, affiliates, parents, divisions, successors and assigns, and all persons or firms claiming by, through, under, or on behalf of any or all of them, hereby release, acquit, and forever discharge Franchisor, any and all of its affiliates, parents, subsidiaries, or related companies, divisions, and partnerships, and its and their past and present officers, directors, agents, partners, shareholders, employees, representatives, successors and assigns, and attorneys, and the spouses of such individuals (collectively, the “**Released Parties**”), from any and all claims, liabilities, damages, expenses, actions, or causes of action which Releasor may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever, including without limiting the generality of the foregoing, all claims, liabilities, damages, expenses, actions, or causes of action directly or indirectly arising out of or relating to the execution and performance of the

Agreement and the offer and sale of the franchise related thereto, except to the extent such liabilities are payable by the applicable indemnified party in connection with a third party claim.

3. **Nondisparagement.** Releasor expressly covenants and agrees not to make any false representation of facts, or to defame, disparage, discredit, or deprecate any of the Released Parties or otherwise communicate with any person or entity in a manner intending to damage any of the Released Parties, their business, or their reputation.

4. **Confidentiality.** Releasor agrees to hold in strictest confidence and not disclose, publish, or use the existence of, or any details relating to, this Agreement to any third party without Franchisor's express written consent, except as required by law.

5. **Miscellaneous.**

a. Releasor agrees that it has read and fully understands this Release and that the opportunity has been afforded to Releasor to discuss the terms and contents of said Release with legal counsel and/or that such a discussion with legal counsel has occurred.

b. This Release shall be construed and governed by the laws of the State of Texas.

c. Each individual and entity that comprises Releasor shall be jointly and severally liable for the obligations of Releasor.

d. In the event that it shall be necessary for any Party to institute legal action to enforce or for the breach of any of the terms and conditions or provisions of this Release, the prevailing Party in such action shall be entitled to recover all of its reasonable costs and attorneys' fees.

e. All of the provisions of this Release shall be binding upon and inure to the benefit of the Parties and their current and future respective directors, officers, partners, attorneys, agents, employees, shareholders, and the spouses of such individuals, successors, affiliates, and assigns. No other party shall be a third-party beneficiary to this Release.

f. This Release constitutes the entire agreement and, as such, supersedes all prior oral and written agreements or understandings between and among the Parties regarding the subject matter hereof. This Release may not be modified except in a writing signed by all of the Parties. This Release may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same document.

g. If one or more of the provisions of this Release shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect or impair any other provision of this Release, but this Release shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

h. Releasor agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as any Released Party may reasonably require to consummate, evidence, or confirm the Release contained herein in the matter contemplated hereby.

(Signatures on following page)

IN WITNESS WHEREOF, Releasor has executed this Release as of the date first written above.

FRANCHISEE:

FRANCHISEE OWNER(S):

By:

***, ***

***, an Individual

Date:

Address:

Phone:

Email:

Rev. 061518

EXHIBIT G-2
MASSAGE HEIGHTS FRANCHISE
SAMPLE SYSTEM PROTECTION AGREEMENT

(for Franchise Officers, Directors, Managers and Designated Retreat Directors)

This System Protection Agreement (“**Agreement**”) is entered into by the undersigned (“**you**” or “**your**”) in favor of Massage Heights Franchising, LLC, a Texas limited liability company, and its successors and assigns (“**us**”, “**we**” or “**our**”), upon the terms and conditions set forth in this Agreement.

1. Definitions. For purposes of this Agreement, the following terms have the meanings given to them below:

“**Competitive Business**” means any business that: (i) sells or offers to sell products the same as or similar to the type of products sold by you in and/or from the Franchisee Territory (including, but not limited to, the products we authorize); or (ii) provides or offers to provide services the same as or similar to the type of services sold by you in and/or from the Franchisee Territory (including, but not limited to, the services we authorize), but excludes a Massage Heights business operating pursuant to a franchise agreement with us.

“**Copyrights**” means all works and materials for which we or our affiliate have secured common law or registered copyright protection and that we allow franchisees to use, sell, or display in connection with the marketing and/or operation of a Massage Heights business or the solicitation or offer of a Massage Heights franchise, whether now in existence or created in the future.

“**Franchisee**” means the Massage Heights franchisee for which you are a manager or officer.

“**Franchisee Territory**” means the territory granted to you pursuant to a franchise agreement with us.

“**Intellectual Property**” means, collectively or individually, our Marks, Copyrights, Know-how, and System.

“**Know-how**” means all of our trade secrets and other proprietary information relating to the development, construction, marketing, and/or operation of a Massage Heights business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies, and information comprising the System and the Manual.

“**Manual**” means our confidential operations manual for the operation of a Massage Heights business, which may be periodically modified by us.

“**Marks**” means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a Massage Heights business, including “MASSAGE HEIGHTS,” and any other trademarks, service marks, or trade names that we designate for use by a Massage Heights business. The term “Marks” also includes any distinctive trade dress used to identify a Massage Heights business, whether now in existence or hereafter created.

“**Prohibited Activities**” means any or all of the following: (i) owning, operating, or having any other interest (as an owner, partner, director, officer, employee, manager, consultant, shareholder, creditor, representative, agent, or in any similar capacity) in a Competitive Business (other than owning an interest

of five percent (5%) or less in a publicly-traded company that is a Competitive Business); (ii) diverting or attempting to divert any business from us (or one of our affiliates or franchisees); and/or (iii) inducing or attempting to induce any customer of ours (or of one of our affiliates or franchisees) to transfer their business to you or to any other person that is not then a franchisee of ours.

“Restricted Period” means the two (2)-year period after you cease to be a manager or officer of Franchisee’s Massage Heights business; provided, however, that if a court of competent jurisdiction determines that this period of time is too long to be enforceable, then the “Restricted Period” means the nine (9) month period after you cease to be a manager or officer of Franchisee’s Massage Heights business.

“Restricted Territory” means the geographic area within: (i) a 15-mile radius from Franchisee’s Massage Heights business (and including the premises of the approved location of Franchisee); and (ii) a 15-mile radius from all other Massage Heights businesses that are operating or under construction as of the beginning of the Restricted Period; provided, however, that if a court of competent jurisdiction determines that the foregoing Restricted Territory is too broad to be enforceable, then the “Restricted Territory” means the geographic area within an 8-mile radius from Franchisee’s Massage Heights business (and including the premises of the approved location of Franchisee).

“System” means our system for the establishment, development, operation, and management of a Massage Heights business, including Know-how, proprietary programs and products, Manual, and operating system.

2. Background. You are a manager or officer of Franchisee. As a result of this relationship, you may gain knowledge of our System. You understand that protecting the Intellectual Property and our System are vital to our success and that of our franchisees and that you could seriously jeopardize our entire System if you were to unfairly compete with us. In order to avoid such damage, you agree to comply with the terms of this Agreement.

3. Know-How and Intellectual Property. You agree:

- a. you will not use the Know-how in any business or capacity other than the Massage Heights business operated by Franchisee;
- b. you will maintain the confidentiality of the Know-how at all times;
- c. you will not make unauthorized copies of documents containing any Know-how;
- d. you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Know-how; and
- e. you will stop using the Know-how immediately if you are no longer a manager or officer of Franchisee’s Massage Heights business. You further agree that you will not use all or part of the Intellectual Property or all or part of the System for any purpose other than the performance of your duties for Franchisee and within the scope of your employment or other engagement with Franchisee. These restrictions on Know-how, Intellectual Property and the System shall not apply to any information which is information publicly known or becomes lawfully known in the public domain other than through a breach of this Agreement or is required or compelled by law to be disclosed, provided that you will give reasonable notice to us to allow us to seek protective or other court orders.

4. Unfair Competition During Relationship. You agree not to unfairly compete with us at any time while you are a manager or officer of Franchisee’s Massage Heights business by engaging in any Prohibited Activities.

5. Unfair Competition After Relationship. You agree not to unfairly compete with us during the Restricted Period by engaging in any Prohibited Activities; provided, however, that the Prohibited Activity relating to having an interest in a Competitive Business will only apply with respect to a Competitive Business that is located within or provides competitive goods or services to customers who are located within the Restricted Territory. If you engage in any Prohibited Activities during the Restricted Period, then you agree that your Restricted Period will be extended by the period of time during which you were engaging in the Prohibited Activity.

6. Immediate Family Members. You acknowledge that you could circumvent the purpose of this Agreement by disclosing Know-how to an immediate family member (i.e., spouse, parent, sibling, child, grandparent or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Know-how to family members. Therefore, you agree that you will be presumed to have violated the terms of this Agreement if any member of your immediate family: (i) engages in any Prohibited Activities during any period of time during which you are prohibited from engaging in the Prohibited Activities; or (ii) uses or discloses the Know-how. However, you may rebut this presumption by furnishing evidence conclusively showing that you did not disclose the Know-how to the family member.

7. Covenants Reasonable. You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE, OR OTHERWISE UNENFORCEABLE.**

8. Breach. You agree that failure to comply with the terms of this Agreement will cause substantial and irreparable damage to us and/or other Massage Heights franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of the terms of this Agreement will entitle us to injunctive relief. You agree that we may apply for such injunctive relief without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours in the event of the entry of such injunction will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed \$1,000. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance, and recovery of monetary damages. Any claim, defense, or cause of action that you may have against us, our owners or our affiliates, or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

9. Miscellaneous.

a. If we pursue legal remedies against you because you have breached this Agreement and prevail against you, you agree to pay our reasonable attorneys' fees and costs in doing so.

b. This Agreement will be governed by, construed, and enforced under the laws of Texas, and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

c. Each section of this Agreement, including each subsection and portion thereof, is severable. If any section, subsection, or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection, or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms reasonable in scope, duration, and geographic area.

d. You and we both believe that the covenants in this Agreement are reasonable in terms of scope, duration, and geographic area. However, we may at any time unilaterally modify the terms of this Agreement upon written notice to you by limiting the scope of the Prohibited Activities, narrowing the definition of a Competitive Business, shortening the duration of the Restricted Period, reducing the geographic scope of the Restricted Territory, and/or reducing the scope of any other covenant imposed upon you under this Agreement to ensure that the terms and covenants in this Agreement are enforceable under applicable law.

EXECUTED on the date stated below.

Date: _____

Name: _____, Individually

OR:
(if a corporation or partnership)

Company Name (printed)

Date: _____

By: _____
Name: _____
Title: _____

EXHIBIT G-3
MESSAGE HEIGHTS FRANCHISE

SAMPLE CONFIDENTIALITY AGREEMENT

(for Retreat and Franchise Employees, Independent Contractors, Agents, Representatives, and Suppliers)

This Confidentiality Agreement (“**Agreement**”) is entered into by the undersigned (“**you**”) in favor of Massage Heights Franchising, LLC, a Texas limited liability company, and its successors and assigns (“**us**”), upon the terms and conditions set forth in this Agreement.

1. Definitions. For purposes of this Agreement, the following terms have the meanings given to them below:

“**Copyrights**” means all works and materials for which we or our affiliate(s) have secured common law or registered copyright protection and that we allow Massage Heights franchisees to use, sell, or display in connection with the marketing and/or operation of a Massage Heights Business, whether now in existence or created in the future.

“**Franchisee**” means the Massage Heights franchisee for which you are an employee, independent contractor, agent, representative, or supplier.

“**Intellectual Property**” means, collectively or individually, our Marks, Copyrights, Know-how, Manual, and System.

“**Know-how**” means all of our trade secrets and other proprietary information relating to the development, construction, marketing, and/or operation of a Massage Heights Business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies, and information comprising the System and the Manual.

“**Manual**” means our confidential operations manual for the operation of a Massage Heights Business.

“**Marks**” means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a Massage Heights Business, including “**MASSAGE HEIGHTS**” and any other trademarks, service marks, or trade names that we designate for use by a Massage Heights Business. The term “**Marks**” also includes any distinctive trade dress used to identify a Massage Heights Business, whether now in existence or hereafter created.

“**Massage Heights Business**” means a business that provides professional therapeutic massage and facial services to the general public through membership-based programs, and other related products and services using our Intellectual Property.

“**System**” means our system for the establishment, development, operation, and management of a Massage Heights Business, including Know-how, proprietary programs and products, confidential operations manuals, and operating system.

2. Background. You are an employee, independent contractor, agent, representative, or supplier of Franchisee. Because of this relationship, you may gain knowledge of our Intellectual Property. You understand that protecting the Intellectual Property is vital to our success and that of our franchisees, and

that you could seriously jeopardize our entire Franchise System if you were to use such Intellectual Property in any way other than as described in this Agreement. In order to avoid such damage, you agree to comply with this Agreement.

3. Know-How and Intellectual Property: Nondisclosure and Ownership. You agree:

- a. you will not use the Intellectual Property in any business or capacity other than for the benefit of the Massage Heights Business operated by Franchisee or in any way detrimental to us or to the Franchisee;
- b. you will maintain the confidentiality of the Intellectual Property at all times;
- c. you will not make unauthorized copies of documents containing any Intellectual Property;
- d. you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Intellectual Property; and
- e. you will stop using the Intellectual Property immediately if you are no longer an employee, independent contractor, agent, representative, or supplier of Franchisee. You further agree that you will not use the Intellectual Property for any purpose other than the performing your duties for Franchisee and within the scope of your employment or other engagement with Franchisee.

The Intellectual Property is and shall continue to be the sole property of Massage Heights Franchising, LLC. You hereby assign and agree to assign to us any rights you may have or may acquire in such Intellectual Property. Upon the termination of your employment or engagement with Franchisee, or at any time upon our or Franchisee's request, you will deliver to us or to Franchisee all documents and data of any nature pertaining to the Intellectual Property, and you will not take with you any documents or data or copies containing or pertaining to any Intellectual Property.

4. Immediate Family Members. You acknowledge you could circumvent the purpose of this Agreement by disclosing Intellectual Property to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Intellectual Property to family members. Therefore, you agree you will be presumed to have violated the terms of this Agreement if any member of your immediate family uses or discloses the Intellectual Property. However, you may rebut this presumption by furnishing evidence conclusively showing you did not disclose the Intellectual Property to the family member.

5. Covenants Reasonable. You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE, OR OTHERWISE UNENFORCEABLE.**

6. Breach. You agree that failure to comply with this Agreement will cause substantial and irreparable damage to us and/or other Massage Heights franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of this Agreement will entitle us to injunctive relief. You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed \$1,000. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance, and recovery of monetary damages. Any

claim, defense, or cause of action you may have against us or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

7. Miscellaneous.

a. Although this Agreement is entered into in favor of Massage Heights Franchising, LLC, you understand and acknowledge that your employer/employee, independent contractor, agent, representative, or supplier relationship is with Franchisee and not with us, and for all purposes in connection with such relationship, you will look to Franchisee and not to us.

b. If we pursue legal remedies against you because you have breached this Agreement and prevail against you, you agree to pay our reasonable attorney fees and costs in doing so.

c. This Agreement will be governed by, construed, and enforced under the laws of Texas, and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

d. Each section of this Agreement, including each subsection and portion, is severable. If any section, subsection, or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection, or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms enforceable.

EXECUTED on the date stated below.

Date_____

Signature

Typed or Printed Name

EXHIBIT G-4
ELECTRONIC FUNDS TRANSFER AUTHORIZATION FORM

Franchisee Information:

***	***
Franchisee Name	License No.
***	***
Franchisee Mailing Address (street)	Franchisee Phone No.

Franchisee Mailing Address (city, state, zip)	

Contact Name, Address and Phone number (if different from above)	
***	***
Franchisee Fax No.	Franchisee E-mail Address

Bank Account Information:

Bank Name		
Bank Mailing Address (street, city, state, zip)		

Bank Account No.	Account Type (checking, savings, etc.)	Bank Routing No. (9 digits)
Bank Mailing Address (city, state, zip)		
		Bank Phone No.

Authorization:

Franchisee hereby authorizes Massage Heights Franchising, LLC (“**Franchisor**”) to initiate debit entries to Franchisee’s account with the Bank listed above, and Franchisee authorizes the Bank to accept and to debit the amount of such entries to Franchisee’s account. Each debit shall be made from time to time in an amount sufficient to cover any fees payable to Franchisor pursuant to any agreement between Franchisor and Franchisee as well as to cover any purchases of goods or services from Franchisor or any affiliate of Franchisor. Franchisee agrees to be bound by the National Automated Clearing House Association (NACHA) rules in the administration of these debit entries. Debit entries will be initiated only as authorized above. This authorization is to remain in full force and effect until Franchisor has received written notification from Franchisee of its termination in such time and in such manner as to afford Franchisor and the Bank a reasonable opportunity to act on it. Franchisee shall notify Franchisor of any changes to any of the information contained in this authorization form at least 30 days before such change becomes effective.

By: _____

Date: _____

*****, *****

Federal Tax ID Number: _____

NOTE: FRANCHISEE MUST ATTACH A VOIDED CHECK RELATING TO THE BANK ACCOUNT.

EXHIBIT G-5

MASSAGE HEIGHTS FRANCHISE

SAMPLE APPROVAL OF REQUESTED TRANSFER

This Approval of Requested Transfer (“**Agreement**”) is entered into on ***, 20***, among Massage Heights Franchising, LLC (“**Franchisor**”), *** (“**Former Franchisee**”) and *** (“**New Franchisee**”).

RECITALS

WHEREAS, Franchisor and Former Franchisee entered into that certain franchise agreement dated ***, 20*** (“**Franchise Agreement**”), in which Franchisor granted Former Franchisee the right to operate a Massage Heights franchise located at *** (“**MH Business**”); and

WHEREAS, Former Franchisee desires to transfer (“**Requested Transfer**”) the license to operate the MH Business to New Franchisee, New Franchisee desires to accept the Requested Transfer of the MH Business from Former Franchisee, and Franchisor desires to approve the Requested Transfer of the license to operate the MH Business from Former Franchisee to New Franchisee upon the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto hereby covenant, promise, and agree as follows:

1. **Payment of Fees.** In consideration for the Requested Transfer, Former Franchisee acknowledges and agrees to pay Franchisor the License Transfer Fee as required under Former Franchisee’s Franchise Agreement (“**Franchise Transfer Fees**”).

2. **Assignment and Assumption.** Former Franchisee hereby consents to assign all of its rights and delegate its duties with regard to its license to operate the MH Business (under Former Franchisee’s Franchise Agreement and all exhibits and attachments thereto) from Former Franchisee to New Franchisee, subject to the terms and conditions of this Agreement, and conditioned upon New Franchisee’s signing of a franchise agreement pursuant to Section 5 of this Agreement.

3. **Consent to Requested Transfer of MH Business.** Franchisor hereby consents to the Requested Transfer of the MH Business from Former Franchisee to New Franchisee upon receipt of the Franchisor’s Transfer Fee from Former Franchisee and the mutual execution of this Agreement by all parties. Franchisor waives its right of first refusal set forth in Former Franchisee’s Franchise Agreement and waives any obligation for Former Franchisee to enter into a subordination agreement pursuant to said Franchise Agreement.

4. **Termination of Rights to the MH Business.** The parties acknowledge and agree that all of Former Franchisee’s rights to operate the MH Business and rights under Former Franchisee’s Franchise Agreement are hereby relinquished and that from the date of this Agreement only, New Franchisee shall have the sole right to operate the MH Business. Former Franchisee and its owners agree to comply with all of the covenants in Former Franchisee’s Franchise Agreement that expressly or by implication survive the termination, expiration, or transfer of Former Franchisee’s Franchise Agreement. Unless otherwise precluded by state law, Former Franchisee shall execute Franchisor’s current form of General Release Agreement.

5. **New Franchise Agreement.** New Franchisee shall execute Franchisor's current form of Franchise Agreement and attachments for the MH Business (as amended by the form of Addendum prescribed by Franchisor, if applicable), and any other required contracts for the operation of a Massage Heights franchise as stated in Franchisor's Franchise Disclosure Document.

6. **Franchisee's Contact Information.** Former Franchisee agrees to keep Franchisor informed of its current address and telephone number at all times during the three (3) year period following the execution of this Agreement.

7. **Acknowledgement by New Franchisee.** New Franchisee acknowledges and agrees that the purchase of the rights to the MH Business ("**Transaction**") occurred solely between Former Franchisee and New Franchisee. New Franchisee also acknowledges and agrees that Franchisor played no role in the Transaction and that Franchisor's involvement was limited to the approval of Requested Transfer and any required actions regarding New Franchisee's signing of a new franchise agreement for the MH Business. New Franchisee agrees that any claims, disputes, or issues relating to New Franchisee's acquisition of the MH Business from Former Franchisee are between New Franchisee and Former Franchisee, and shall not involve Franchisor.

8. **Representation.** Former Franchisee warrants and represents that it has not heretofore assigned, conveyed, or disposed of any interest in Former Franchisee's Franchise Agreement or the MH Business. New Franchisee hereby represents that it received Franchisor's Franchise Disclosure Document and did not sign the new Franchise Agreement or pay any money to Franchisor or its affiliate for a period of at least 14 calendar days after receipt of the Franchise Disclosure Document.

9. **Notices.** Any notices given under this Agreement shall be in writing, and if delivered by hand, or transmitted by U.S. certified mail, return receipt requested, postage prepaid, shall be deemed to have been given on the date so delivered, if sent to the recipient at its address appearing on the records of the sending party.

10. **Further Actions.** Former Franchisee and New Franchisee each agree to take such further actions as may be required to effectuate the terms and conditions of this Agreement, including any and all actions that may be required or contemplated by their respective Franchise Agreements.

11. **Affiliates.** When used in this Agreement, the term "**Affiliates**" has the meaning as given in Rule 144 under the Securities Act of 1933.

12. **Miscellaneous.** This Agreement may not be changed or modified except in a writing signed by all of the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

13. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas.

(Signatures on following page)

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

FRANCHISOR:

Massage Heights Franchising, LLC

By: _____
Shane L. Evans, Chief Executive Officer

Date: _____

FORMER FRANCHISEE:

By: _____
***, ***

Date: _____

Address:

Phone: _____

Email: _____

NEW FRANCHISEE:

By: _____
***, ***

Date: _____

By: _____
***, ***

Date: _____

EXHIBIT G-6
MASSAGE HEIGHTS FRANCHISE
LEASE ADDENDUM

This Addendum to Lease (“**Addendum**”), dated _____, 20____, is entered into by and between _____ (“**Landlord**”), and _____ (“**Tenant**”) and Massage Heights Franchising, LLC (“**Franchisor**”), collectively referred to herein as the “**Parties**”.

A. Landlord and Tenant have entered into a certain Lease Agreement dated _____, 20____, and pertaining to the premises located at _____ (“**Lease**”).

B. Lessor acknowledges that Tenant intends to operate a franchised business from the leased premises (“**Premises**”) pursuant to a Franchise Agreement (“**Franchise Agreement**”) with Franchisor under the Franchisor’s trademarks and other names designated by Franchisor (herein referred to as “**Franchised Business**” or “**Franchise Business**”).

C. The parties now desire to supplement the terms of the Lease in accordance with the terms and conditions contained herein.

NOW, THEREFORE, it is hereby mutually covenanted and agreed among the Parties as follows:

1. **Use of the Premises.** During the term of the Franchise Agreement, the Premises shall be used only for the operation of the Franchised Business.
2. **Franchise System.** Landlord hereby consents to Tenant’s use of such proprietary marks, signs, interior and exterior décor items, color schemes and related components of the Franchised Business required by Franchisor. Tenant’s use of such items shall at all times be in compliance with all applicable laws, ordinances, rules and regulations of governmental authorities having jurisdiction over the Premises.
3. **Assignment.** Tenant shall have the right, without further consent from Landlord, to sublease or assign all of Tenant’s right, title, and interest in the Lease to a Franchise Assignee at any time during the term of the Lease, including any extensions or renewals thereof. If Tenant fails to timely cure any default under either the Lease or the Franchise Agreement, Franchisor or Franchise Assignee that Franchise designates, will, at its option, have the right, but not the obligation, to take an assignment of Tenant’s interest under the Collateral Assignment of Lease or other form of assignment and assumption document reasonably acceptable to Landlord, provided such Franchise Assignee cures a default of the Lease no later than ten (10) days following the end of Tenant’s cure period. No assignment shall be effective until (i) a Franchise Assignee gives Landlord written notice of its acceptance of the assignment and assumption of the Lease; and (ii) Tenant or the Franchise Assignee has cured all material defaults of the Lease for which it has received notice from Landlord. Nothing contained herein or in any other document shall create any obligation or liability of Franchisor, any Franchise Assignee, or guarantor thereof under the Lease unless and until the Lease is assigned to, and accepted in writing by a Franchise Assignee. In the event of any assignment or purported assignment under this Addendum, Tenant shall remain liable under the terms of the Lease and the assignee or subtenant shall retain all of the Tenant’s rights granted in the Lease including without limitation: (x) any grant of a protected territory or use exclusivity; and (y) the renewal or extension of the Lease term. With respect to any assignment proposed or consummated under this Addendum, Landlord hereby waives any rights it may have to (A) recapture the Premises; (B) terminate the Lease; or

(C) modify any terms or conditions of the Lease. If Franchisor accepts an assignment and assumes the Lease under this section, Franchisor shall have the right to sublet or reassign the Lease to another Franchise Assignee without Landlord's consent in in which event Franchisor shall be released from any obligation or liability under the Lease. As used in this Addendum, "**Franchise Assignee**" means: (i) Franchisor or Franchisor's parent, subsidiary, or affiliate; or (ii) any franchisee of Franchisor or of Franchisor's parent, subsidiary, or affiliate.

4. Default and Notice.

a. If Tenant defaults on or breaches the Lease and Landlord delivers a notice of default to Tenant, Landlord shall contemporaneously send a copy of such default notice to Franchisor. Franchisor shall have the right, but not the obligation, to cure the default during Tenant's cure period plus an additional fifteen (15) day period. Franchisor will notify Landlord whether it intends to cure the default prior to the end of Tenant's cure period.

b. All notices to Franchisor shall be sent by registered or certified mail, postage prepaid, to the following address:

Massage Heights Franchising, LLC, ATTN: Legal Department, 13750 US Hwy 281 North, Suite 230, San Antonio, TX 78232

Franchisor may change its address for receiving notices by giving Landlord written notice of the new address. Landlord agrees that it will notify both Tenant and Franchisor of any change in Landlord's mailing address to which notices should be sent.

c. Tenant and Landlord agree not to terminate, or materially amend the Lease during the term of the Franchise Agreement or any renewal thereof without Franchisor's prior written consent. Any attempted termination, or material amendment shall be null and void and have no effect as to Franchisor's interests thereunder; and a clause to the effect shall be included in the Lease.

5. Termination or Expiration.

a. If Franchisor does not elect to take an assignment of the Tenant's interest, Landlord will allow Franchisor to enter the Premises, without being guilty of trespass and without incurring any liability to Landlord, to remove all signs, awnings, and all other items identifying the Premises as a Franchised Business and to make other modifications (such as repainting) as are reasonably necessary to protect the Franchisor's trademarks and franchise system, and to distinguish the Premises from a Franchised Business provided that Franchisor repairs any damage caused to the Premises by exercise of its rights hereunder.

b. If any Franchise Assignee purchases any assets of Tenant, Landlord shall permit such Franchise Assignee to remove all the assets being purchased, and Landlord waives any lien rights that Landlord may have on such assets.

6. Consideration; No Liability.

a. Landlord acknowledges that the Franchise Agreement requires Tenant to receive Franchisor's approval of the Lease prior to Tenant executing the Lease and that this Addendum is a material requirement for Franchisor to approve the Lease. Landlord acknowledges Tenant would not lease the Premises without this Addendum. Landlord also hereby consents to the Collateral Assignment of Lease from Tenant to Franchisor as evidenced by **Attachment 1**.

b. Landlord further acknowledges that Tenant is not an agent or employee of Franchisor, and Tenant has no authority or power to act for, or to create any liability on behalf of, or to in any way bind Franchisor or any Franchise Assignee, and that Landlord has entered into this with full understanding that it creates no duties, obligations, or liabilities of or against any Franchise Assignee.

7. **Amendments.** No amendment or variation of the terms of this Addendum shall be valid unless made in writing and signed by the parties hereto.

8. **Reaffirmation of Lease.** Except as amended or modified herein, all of the terms, conditions, and covenants of the Lease shall remain in full force and effect and are incorporated herein by reference and made a part of this Agreement as though copies herein in full.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto as of the day, month, and year first written above.

LANDLORD:

TENANT:

By: _____

By: _____

Title: _____

Title: _____

FRANCHISOR:

Massage Heights Franchising, LLC

By: _____
Shane L. Evans, Chief Executive Officer

Rev. 010918

EXHIBIT G-6 ATTACHMENT 1

ATTACHMENT 1 TO LEASE ADDENDUM

COLLATERAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, as of the *** day of ***, 20*** (“**Effective Date**”), the undersigned, *** (“**Assignor**”) hereby assigns, transfers and sets over unto Massage Heights Franchising, LLC (“**Assignee**”) all of Assignor’s right, title, and interest as tenant, in, to and under that certain lease, a copy of which is attached hereto as **Exhibit A (“Lease”)** with respect to the premises located at ***. This Collateral Assignment of Lease (“**Assignment**”) is for collateral purposes only and except as specified herein, Assignee shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment unless Assignee expressly assume the obligations of Assignor thereunder.

Assignor represents and warrants to Assignee that it has full power and authority to so assign the Lease and its interest therein, and that Assignor has not previously, and is not obligated to, assign or transfer any of its interest in the Lease or the premises demised thereby.

Upon a default by Assignor under the Lease or under that certain franchise agreement for a franchise between Assignee and Assignor (“**Franchise Agreement**”), or in the event of a default by Assignor under any document or instrument securing the Franchise Agreement, Assignee shall have the right and is hereby empowered, in Assignee’s sole discretion, to: (i) cure Assignor’s default of the Lease; (ii) take possession of the premises demised by the Lease; (iii) expel Assignor from the premises, either temporarily or permanently; (iv) terminate Assignee’s rights, title, and interest in the Lease; and/or (v) assume the Lease. If Assignee expends sums to cure a default of the Lease, Assignor shall promptly reimburse Assignee for the cost incurred by Assignee in connection with such performance, together with interest thereon at the rate of two percent (2%) per month, or the highest rate allowed by law.

Assignor agrees it will not suffer or permit any surrender, termination, amendment, or modification of the Lease without the prior written consent of Assignee. Through the term of the Franchise Agreement and any renewals thereto, Assignor agrees that it shall elect and exercise all options to extend the term of or renew the Lease not less than thirty (30) days before the last day that said option must be exercised, unless Assignee otherwise agrees in writing. Upon failure of Assignee to otherwise agree in writing, and upon failure of Assignor to so elect to extend or renew the Lease as stated herein, Assignor hereby irrevocably appoints Assignee as its true and lawful attorney-in-fact, which appointment is coupled with an interest to exercise the extension or renewal options in the name, place, and stead of Assignor for the sole purpose of effecting the extension or renewal.

(Signatures on following page)

IN WITNESS WHEREOF, Assignor and Assignee have signed this Collateral Assignment of Lease as of the Effective Date first above written.

ASSIGNOR:

ASSIGNEE:

Massage Heights Franchising, LLC

By: _____

***, ***

By: _____

Shane L. Evans, Chief Executive Officer

Rev. 010918

EXHIBIT G-7

MESSAGE HEIGHTS FRANCHISE SAMPLE USE AND LICENSE AGREEMENT

This Use and License Agreement (“Agreement”), dated ***, 20**, is made by and between Massage Heights Franchising, LLC, a Texas limited liability company (“**Licensor**”), and *** (“**Licensee**”).

RECITALS

- A. Licensor is the franchisor of the Massage Heights franchises and has purchased a master license for the use of software or developed software for the use in the operation of Massage Heights franchises, including any updates and revisions (“**Software**”); and
- B. Licensee has entered into a franchise agreement to operate a Massage Heights franchise (“**Franchise Agreement**”); and
- C. The Software is required for the operation of a Massage Heights franchise; and
- D. Pursuant to the Franchise Agreement, Licensee is required to execute this Agreement and obtain a license to use the Software; and
- E. Licensor wishes to grant certain rights and licenses to Licensee with respect to the Software, and Licensee wishes to obtain such rights and licenses with respect to the Software, on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Services.** Licensor hereby grants a worldwide, non-exclusive, non-transferable, revocable, non-sublicenseable license to use the Software exclusively for the internal operations of a Massage Heights franchise and for no other purpose unless Licensee has received prior written consent from Licensor for such purpose. Licensor shall provide all documentation for the operation of the Software.
2. **Term.** Unless sooner terminated, the term of this Agreement and of the license granted herein will begin on the Effective Date and continue until the expiration or termination of the Franchise Agreement (“**Term**”). If Licensee renews its license to operate a Massage Heights franchise under a successor franchise agreement for the operation of a Massage Heights Retreat, Licensee must execute the then-current form of Use and License Agreement and pay all fees and comply with all terms and conditions set forth in the then-current form of Use and License Agreement. The Licensee acknowledges that the terms and conditions of the then-current form of Use and License Agreement may be substantially different from the terms and conditions of this Agreement, including without limitation increased Technology Fee (as defined below).
3. **Technical Requirements.** Licensee agrees to comply with the applicable hardware, software and other technical and pre-setup requirements for Licensee’s use of the Software as the Licensor may establish from time to time during the Term.

4. **Software Support.**

(a) Licensor shall provide technical support for the Software during normal business hours Monday through Friday. If additional support is needed during non-business hours, Licensor may provide such support at an additional fee to Licensee, availability permitting. Licensor will have the absolute right to contract with third parties to provide any or all maintenance and support services specified in this Agreement. If, in Licensor's absolute, exclusive and unrestricted judgment it is commercially not feasible to provide any maintenance or support services, Licensor will have the right to terminate any or all of such support or maintenance services.

(b) Certain locations may be susceptible to power outages and/or fluctuations that can cause a computer to crash or shut down. Licensee is responsible for the installation and maintenance battery backups systems and data backup. Licensor is not responsible for any such losses of data, nor does Licensor assume responsibility or liability for any losses or damages arising, directly, or indirectly, from Licensee's improper use or maintenance of the Software or hardware.

(c) Licensee is responsible for installing and maintaining updated anti-virus software at all times on any hardware that runs the Software.

5. **Payment.**

(a) Upon execution of this Agreement, Licensee shall pay to Licensor \$2,150 which covers three months of initial service and the setup fee. It is the express understanding of the parties that the Licensor shall sublicense or license the software to its franchisees. As compensation for the successful performance of the work and services to be performed hereunder, which will include point-of-sale system, email and network support along with additional software licenses for outbound consumer messaging and electronic forms, it is agreed that Licensee shall directly pay a monthly fee of \$550 to Licensor for use of the Software and other services ("**Technology Fee**"). Licensor reserves the right to increase the Technology Fee by a minimum of 3% per Massage Heights franchise location on the one-year anniversary of the operations of the Massage Heights franchise, and may again increase by a minimum of 3% on subsequent one-year anniversaries per franchise location throughout the term of this Agreement. Licensor also reserves the right to include future hardware, software, websites, applications and platforms that may be developed and implemented by Licensor.

(b) All applicable fees are to be paid to Licensor via an ACH bank transfer, due on the 15th of each month or by the morning of the next business day. Any fees not received will be assessed a late fee penalty of \$5.00 per day, per Retreat until said fees are paid in full.

(c) The Licensee will not, on grounds of the alleged nonperformance by Licensor of any of its obligations or for any other reason, withhold payment of any Technology Fees or payments due to Licensor pursuant to this Agreement or pursuant to any other contract, agreement or obligation. The Licensee will not have the right to "offset" any liquidated or unliquidated amounts, damages or other sums allegedly due to the Licensee by Licensor against any payments due to Licensor under this Agreement.

(d) If Licensor authorizes a sale of Licensee's Massage Heights franchise to a third party ("**Transferee**") Licensee must notify the Transferee that it will be obligated to enter into a new Use and License with Licensor.

(e) The Licensee acknowledges that it has agreed, pursuant to the Franchise Agreement, to obtain and maintain at all times such computer equipment and software (including without limitation, the most current version of the Software) as may from time to time be required by Licensor for use in the

operation of the Licensee's Massage Heights franchise. The Licensee further acknowledges that future changes in technology and the opportunity and need to meet and surpass competition may necessitate that Licensor upgrade the Technology Fees, due hereunder, to amounts reasonably sufficient to cover the costs of such upgrades and a reasonable return to Licensor on its investment in an administration of such upgrade. The Licensee further acknowledges that any upgrade to the Software may necessitate upgrades in the Licensee's hardware and third-party software required to operate the Software, which may result in additional costs or fees payable by the Licensee.

6. **Access to Software and Information.** The Licensee agrees that Licensor will at all times have the right to access the Software and its data, by modem, print-out of data or any other means selected by Licensor, for purposes of obtaining financial, sales, customer, listing, business, supplier, teaching and all other data and information contained, resident or otherwise available in the Licensee's computer system, for purposes of verifying compliance by the Licensee with the terms of this Agreement and the Franchise Agreement, and for such other purposes as may be determined by Licensor, in its absolute, exclusive and unrestricted judgment. Licensor will have the right to retain and use any information obtained by accessing the Licensee's Software for any purposes deemed appropriate by Licensor, in its absolute, exclusive and unrestricted judgment.

7. **Licensee Training.** Licensor shall conduct training sessions pursuant to the guidelines set forth in the Franchise Agreement. In addition, Licensee shall attend mandatory ongoing training sessions, at times and at such locations as Licensor shall establish.

8. **Ownership.** Licensee acknowledges that Licensor has the sole right to license and control Licensee's use of the Software. Licensee acknowledges that it has no ownership right into any data or information generated by the Software, including customer lists, customer data and other sales information. Licensee further acknowledges that it does not acquire any right, title or interest in the Software except as set forth herein. Licensor specifically retains all right, title and interest in and to all proprietary and intellectual property rights in and to the Software, including without limitation, trade secrets, data, customer lists, copyrights, trademarks, patents, functionality and business methodology embodied therein, and the like. All rights not expressly granted to Licensee herein are specifically reserved to Licensor. Upon termination of this Agreement, Licensee shall have no right to utilize the Software or any data generated by the Software.

9. **Restrictions on Use.**

(a) Licensee may not decompile, reverse compile, reverse engineer, reverse assemble or otherwise derive a source code equivalent for the Software. In addition, Licensee may not copy the Software without the Licensor's written consent. Licensee may not download any portion of the Software except as the Licensor may expressly permit or instruct. Licensee may not permit any third-party access to the Software, and may use the Software only on computers for which Licensee controls access to the Software. Licensee may not assign, transfer, sell, rent, license, sublicense, or grant any rights to or interests in the Software to any corporation, partnership or other business entity or any other person. Licensee may not, at any time, use or exploit or authorize any third party to use or exploit, any of Software's content or data. Licensee will comply with all terms and conditions packaged or accompanying any third-party software furnished to Licensee under this Agreement.

(b) Licensee is prohibited from printing or copying (including, without limitation, for back-up, training, testing or disaster recovery), in whole or in part, the Software except to the extent expressly permitted in advance in writing by Licensor, which permission Licensor may withhold in its sole discretion. Any back-up training, testing or disaster recovery system intended to be or used by Licensee must be approved in advance in writing by Licensor, which approval Licensor may withhold in its sole discretion.

Licensee acknowledges and agrees that any and all diskettes, CDs or any other physical embodiments or media, including, but not limited to, authorized and unauthorized copies, of the Software are the sole and exclusive property of Licensor. Any authorized copies of the Software must contain appropriate proprietary and trade secret, copyright, trademark or other applicable legends as designated by Licensor. Except as otherwise set forth in this Agreement, Licensee shall store, secure and prevent access to each physical embodiment of the Software. Licensee shall not use the name of Software or refer to Software directly or indirectly in any papers, articles, advertisements, sales presentations, news releases or releases to any third party without the prior written approval of Licensor for each such use. You may not release the results of any performance or functional evaluation of any portion of the Licensed Software to any third party.

10. **Exclusion of Warranties.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SOFTWARE, OR ANY COMPONENT OF THE FOREGOING, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, CORRECTNESS, COMPLETENESS, COMPREHENSIVENESS, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE (IRRESPECTIVE OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE), OR ANY REPRESENTATION THAT THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE LICENSEE'S OR ANY APPROVED LICENSEE'S USE THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES.

11. **Limitation of Liability.** LICENSOR SHALL HAVE NO LIABILITY TO LICENSEE OR TO ANY APPROVED FRANCHISEE WITH RESPECT TO LICENSOR'S OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFIT, REVENUE, DATA OR GOODWILL, WHETHER INCURRED OR SUFFERED AS A RESULT OF ANY ERRORS, DEFECTS OR NON-FUNCTIONING OF THE SOFTWARE PRODUCTS OR OTHERWISE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL LICENSOR'S AGGREGATE LIABILITY HEREUNDER FOR ANY CAUSE IN ANY CALENDAR YEAR ARISING OUT OF OR RELATED TO LICENSOR'S PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT OR OTHERWISE EXCEED THE AMOUNT OF THE TECHNOLOGY FEES PAID HEREUNDER TO LICENSOR IN THE CALENDAR YEAR IN WHICH SUCH DIRECT DAMAGES ARE INCURRED. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF LIMITED WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS.

12. **Remedies for Third Party Infringement.** In the event the Software is held by any court of competent jurisdiction to infringe the rights of a third party or to violate a patent, and its use is enjoined, Licensor shall have the obligation, at its expense, to (i) modify the infringing Software, without impairing in any material respect its functionality, so that it is non-infringing or non-violative, or (ii) procure for Licensee the right to continue to use the infringing Software for any remaining unexpired portion of the Term, or (iii) replace the infringing Software with equally suitable non-infringing software. The foregoing is Licensee's sole remedy for infringement. If Licensor is unable to make any of the foregoing alternatives available to Licensee, Licensee shall receive a rebate of a prorated portion of the License fee charged hereunder, representing the fee due for the remaining unexpired portion of the Term.

13. **Confidentiality; Non-Disclosure.** Licensee agrees that the Software contains valuable proprietary information and that, except for those rights conveyed in this Agreement, Licensee retains no ownership rights in the Software. During the term of this Agreement, Licensee shall maintain the

confidentiality of this information and not disclose the same to any third party or use it except as authorized by this Agreement. Licensee shall have no obligation of confidentiality or non-use with regard to information which (i) is or becomes a part of the public domain through no act or omission of Licensee, (ii) was in the Licensee's lawful possession prior to the disclosure thereto and had not been obtained by Licensee either directly or indirectly from Licensor, (iii) is lawfully disclosed to Licensee by a third party without restrictions on disclosure, (iv) is independently developed by Licensee, or (v) is required to be disclosed by law.

14. **Termination.** This Agreement shall automatically terminate upon the termination or expiration of the Franchise Agreement. The Licensor may terminate this Agreement: (a) without notice at any time if Licensee is in default of the Franchise Agreement; (b) if Licensee fails to pay the Technology Fee when due and such failure continues unremedied for five days; (c) upon ten days' written notice of Licensee's failure to comply with any other term of this Agreement if such failure is not remedied within ten days following such notice. In the event of termination, and without limiting Licensor's remedies hereunder, Licensee shall be responsible for payment of all past due Technology Fees and charges up to the date of such termination.

15. **Third Party Beneficiary.** Licensee understands, acknowledges, and agrees with Licensor that Licensor, and its affiliates, assigns and designees (which may include the creator of the Software) are an intended third-party beneficiary of the terms and conditions of this Agreement.

16. **Restriction on Assignment.** Licensee may not assign its rights or delegate its duties under this Agreement without the prior written consent of Licensor, which may be withheld in its sole and absolute discretion. Licensor reserves the right to assign its rights and obligations under this Agreement to a third party.

17. **Jurisdiction; Applicable Law.** This Agreement shall be construed in accordance with the substantive laws of the State of Texas. Any controversy or claim arising out of this Agreement will be settled by arbitration in the principal city closest to Licensor's principal business address (currently, San Antonio, Texas) pursuant to the Commercial Arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

18. **Notices.** All notices required to be given under this Agreement shall be in writing and may be given to the party for whom it is intended by: personal delivery which shall be deemed delivered on the day of delivery; electronic mail to recipient's Massage Heights email account which shall be deemed delivered on the day of delivery, provided that the recipient acknowledges receipt of such electronic mail; prepaid certified mail which shall be deemed delivered on the third business day following the date of mailing; recognized overnight delivery or courier services which shall be deemed delivered on the next business day following the date of mailing. Any party may at any time give notice in writing to any other party of any change of address. Notices to the respective parties shall be sent to the following addresses unless written notice of a change of address has been previously given pursuant hereto:

To Licensor: Massage Heights Franchising, LLC
 ATTN: Legal Department
 13750 US Hwy 281 North, Suite 230
 San Antonio, TX 78232
 Legal@MassageHeightsFranchising.com

To Licensee: ***

19. **Waiver.** No waiver or breach of any provision of this Agreement by Licensor will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver will be effective unless made in writing and signed by an authorized representative of Licensor.

20. **Entire Agreement.** This Agreement and exhibits or addenda, along with the Franchise Agreement, contain the entire understanding of the parties with respect to the transactions and matters contemplated hereby and this Agreement supersedes all previous agreements concerning the subject matter. This Agreement cannot be amended except by a writing signed by both parties. Nothing in this Agreement is intended to disclaim anything contained in the Franchise Disclosure Document.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first above written.

LICENSOR:

Massage Heights Franchising, LLC

By: _____
Shane L. Evans, Chief Executive Officer

Date: _____

LICENSEE:

By: _____
***, ***

Date: _____

By: _____
***, ***

Date: _____

EXHIBIT G-8
MASSAGE HEIGHTS FRANCHISE

SAMPLE SBA ADDENDUM TO FRANCHISE AGREEMENT

THIS ADDENDUM (“**Addendum**”) is made and entered into on _____, 20____, by and between Massage Heights Franchising, LLC (“**Franchisor**”), located at 13750 US Hwy 281 North, Suite 230, San Antonio, Texas 78232, and _____ (“**Franchisee**”), located at _____.

Franchisor and Franchisee entered into a Franchise Agreement on _____, 20____, (such Agreement, together with any amendments, the “**Franchise Agreement**”). Franchisee is applying for financing(s) from a lender in which funding is provided with the assistance of the U. S. Small Business Administration (“SBA”). SBA requires the execution of this Addendum as a condition for obtaining SBA-assisted financing.

In consideration of the mutual promises below and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree that notwithstanding any other terms in the Franchise Agreement:

CHANGE OF OWNERSHIP

If Franchisee is proposing to transfer a partial interest in Franchisee and Franchisor has an option to purchase or a right of first refusal with respect to that partial interest, Franchisor may exercise such option or right only if the proposed transferee is not a current owner or family member of a current owner of Franchisee. If the Franchisor’s consent is required for any transfer (full or partial), Franchisor will not unreasonably withhold such consent. In the event of an approved transfer of the franchise interest or any portion thereof, the transferor will not be liable for the actions of the transferee franchisee.

FORCED SALE OF ASSETS

If Franchisor has the option to purchase the business personal assets upon default or termination of the Franchise Agreement and the parties are unable to agree on the value of the assets, the value will be determined by an appraiser chosen by both parties. If the Franchisee owns the real estate where the franchise location is operating, Franchisee will not be required to sell the real estate upon default or termination, but Franchisee may be required to lease the real estate for the remainder of the franchise term (excluding additional renewals) for fair market value.

COVENANTS

If the Franchisee owns the real estate where the franchise location is operating, Franchisor has not and will not during the term of the Franchise Agreement record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants or environmental use restrictions. If any such restrictions are currently recorded against the Franchisee’s real estate, they must be removed in order for the Franchisee to obtain SBA-assisted financing.

EMPLOYMENT

Franchisor will not directly control (hire, fire or schedule) Franchisee’s employees. For temporary personnel franchises, the temporary employees will be employed by the Franchisee not the Franchisor.

As to the referenced Franchise Agreement, this Addendum automatically terminates when SBA no longer has any interest in any SBA-assisted financing provided to the Franchisee.

Except as amended by this Addendum, the Franchise Agreement remains in full force and effect according to its terms.

Franchisor and Franchisee acknowledge that submission of false information to SBA, or the withholding of material information from SBA, can result in criminal prosecution under 18 U.S.C. 1001 and other provisions, including liability for treble damages under the False Claims Act, 31 U.S.C. §§ 3729 -3733.

**AUTHORIZED REPRESENTATIVE OF
FRANCHISOR:**

Massage Heights Franchising, LLC

By: _____
Shane L. Evans, Chief Executive Officer

**AUTHORIZED REPRESENTATIVE OF
FRANCHISEE:**

(Entity Name)

By: _____
Printed Name:
Title:

By: _____
Printed Name:
Title:

Note to Parties: This Addendum only addresses “affiliation” between the Franchisor and Franchisee. Additionally, the applicant Franchisee and the franchise system must meet all SBA eligibility requirements.

EXHIBIT H
FRANCHISE DISCLOSURE QUESTIONNAIRE

FRANCHISE DISCLOSURE QUESTIONNAIRE

As you know, Massage Heights Franchising, LLC (“we” or “us”), and you are preparing to enter into a Franchise Agreement for the operation of a Massage Heights franchise. The purpose of this questionnaire is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate, or misleading, to be certain that you have been properly represented in this transaction, and to be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. **You cannot sign or date this questionnaire the same day as the Receipt for the Franchise Disclosure Document, but you must sign and date it the same day you sign the Franchise Agreement.** Please review each of the following questions carefully and provide honest responses to each question. If you answer “No” to any of the questions below, please explain your answer in the table provided below.

Please answer each response.

- | | | | |
|----|-----------------------|----------------------|--|
| 1. | Yes

_____ | No

_____ | Have you received and personally reviewed the Franchise Agreement, and each attachment or exhibit attached to it that we provided? |
| 2. | Yes

_____ | No

_____ | Have you received and personally reviewed the Franchise Disclosure Document and each attachment or exhibit attached to it that we provided? |
| 3. | Yes

_____ | No

_____ | Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it? |
| 4. | Yes

_____ | No

_____ | Do you understand all the information contained in the Franchise Disclosure Document, Franchise Agreement? |
| 5. | Yes

_____ | No

_____ | Have you reviewed the Franchise Disclosure Document and Franchise Agreement with a lawyer, accountant, or other professional advisor, or have you had the opportunity for such review and chosen not to engage such professionals? |
| 6. | Yes

_____ | No

_____ | Have you had the opportunity to discuss the benefits and risks of developing and operating a Massage Heights Franchise with an existing Massage Heights franchisee? |
| 7. | Yes

_____ | No

_____ | Do you understand the risks of developing and operating a Massage Heights Franchise? |

- | | | | |
|-----|-----------------------|----------------------|--|
| 8. | Yes

_____ | No

_____ | Do you understand the success or failure of your Massage Heights Franchise will depend in large part upon your skills, abilities, and efforts, and those of the persons you employ, as well as many factors beyond your control such as competition, interest rates, the economy, inflation, labor and supply costs, and other relevant factors? |
| 9. | Yes

_____ | No

_____ | Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be arbitrated in Texas, if not resolved informally or by mediation? |
| 10. | Yes

_____ | No

_____ | Do you understand that you must satisfactorily complete the initial training program before we will allow your Massage Heights Franchise to open or within a specified time following our consent to a transfer of the Massage Heights Franchise to you? |
| 11. | Yes

_____ | No

_____ | Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a Massage Heights Franchise that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document? |
| 12. | Yes

_____ | No

_____ | Do you agree that no employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement, and any addendum, concerning advertising, marketing, media support, marketing penetration, training, support service, or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document? |
| 13. | Yes

_____ | No

_____ | Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a Massage Heights Franchise will generate that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document? |
| 14. | Yes

_____ | No

_____ | Do you understand that the Franchise Agreement, including each attachment or exhibit to the Franchise Agreement, contains the entire agreement between us and you concerning the Massage Heights Franchise, meaning any prior oral or written statements not set out in the Franchise Agreement, or the attachments or exhibits to the Franchise Agreement, will not be binding? |

15. Yes No
 ____ ____
 ____ ____

Do you understand that we are relying on your answers to this questionnaire to ensure that the franchise sale was made in compliance of state and federal laws?

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

Date: _____

Date: _____

EXPLANATION OF ANY NEGATIVE RESPONSES (REFER TO QUESTION NUMBER):

Question Number	Explanation of Negative Response

EXHIBIT I

RECEIPT

RECEIPT
(Retain This Copy)

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 Massage Heights Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Under Iowa law, if applicable, Massage Heights Franchising, LLC must provide this disclosure document to you at your first personal meeting to discuss the franchise. Michigan requires Massage Heights Franchising, LLC to give you this disclosure document at least ten business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires you to receive this disclosure document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Massage Heights Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency identified on **Exhibit D**.

The name, principal business address, and telephone number of each franchise seller offering the franchise is:
Glenn Franson, 13750 US Hwy 281 North, Suite 230, San Antonio, TX 78232 and (210) 402-0777
Shane Evans, 13750 US Hwy 281 North, Suite 230, San Antonio, TX 78232 and (210) 402-0777

Issuance Date: April 26, 2019

I received a disclosure document issued April 26, 2019 which included the following exhibits:

Exhibit A	Financial Statements
Exhibit B	Franchise Agreement
Exhibit C	List of Current and Former Franchisees
Exhibit D	List of State Administrators/Agents for Service of Process
Exhibit E	State Addenda and Agreement Riders
Exhibit F	Brand Standards Manual Table of Contents
Exhibit G	Contracts for use with the MH Franchise
Exhibit H	Franchise Disclosure Questionnaire
Exhibit I	Receipt

_____	_____	_____
Date	Signature	Printed Name
_____	_____	_____
Date	Signature	Printed Name

PLEASE RETAIN THIS COPY FOR YOUR RECORDS.

**RECEIPT
(Our Copy)**

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 Massage Heights Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Under Iowa law, if applicable, Massage Heights Franchising, LLC must provide this disclosure document to you at your first personal meeting to discuss the franchise. Michigan requires Massage Heights Franchising, LLC to give you this disclosure document at least ten business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires you to receive this disclosure document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Massage Heights Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency identified on **Exhibit D**.

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Exhibit G	Contracts for use with the MH Franchise
Exhibit H	Franchise Disclosure Questionnaire
Exhibit I	Receipt

_____ Date	_____ Signature	_____ Printed Name
_____ Date	_____ Signature	_____ Printed Name

**Please sign this copy of the receipt, date your signature, and return it to
Massage Heights Franchising, LLC, ATTN: Legal Department, 13750 US Hwy 281 North, Suite 230,
San Antonio, TX 78232, or email a scanned copy of the signed receipt to
Legal@MassageHeightsFranchising.com.**