FRANCHISE DISCLOSURE DOCUMENT

ME SPE Franchising, LLC
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ME SPE Franchising, LLC offers franchises to operate a personal health business under the name "Massage Envy®" that offer professional therapeutic massage services, Massage Envy's proprietary Total Body Stretch service, hot stone massage therapy, customized facial and/or skin care services (including services such as microdermabrasion and chemical peel), all utilizing a unique process and high-end product line, as well as related products and services through a membership-based program in a distinctive, clean and friendly environment ("Massage Envy Business" or "Business").

The total investment necessary to begin operation of a Massage Envy Business ranges from $554,850 to $980,000. This includes an initial franchise fee of $45,000 that must be paid to ME SPE Franchising, LLC.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact our legal department at 14350 North 87th Street, Suite 200, Scottsdale, Arizona 85260 or by phone at (480) 366-4100.

The terms of your contract will govern your franchise relationship. Don't rely on the Disclosure Document alone to understand your contract. Read all of your contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or 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 (the "FTC"). You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at *www.ftc.gov* for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: April 28, 2023

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

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

2. **Spousal Liability.** 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. If you live in a community property state, your spouse may be liable for your financial obligations even if he or she hasn't signed anything. In either case, both you and your spouse's marital and personal assets, including your house, could be lost if your franchise fails.

3. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

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

NOTICE REQUIRED BY THE STATE OF MICHIGAN

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL. ANY QUESTIONS REGARDING THIS NOTICE SHALL BE DIRECTED TO:

State of Michigan Department of Attorney General
Consumer Protection Division, Franchise Unit
G. Mennen Williams Building, 7th Floor
525 West Ottawa Street
Lansing, Michigan 48933
Telephone Number: (517) 335-7567

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ITEM 1
FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The franchisor is ME SPE Franchising, LLC ("ME SPE Franchising," "we," "us," or "our"). "You" means the person or entity to whom we grant a franchise. If you are a married individual, you and your spouse must sign our Guaranty and Assumption of Obligations ("Guaranty"). Our form of Guaranty is attached to our form of franchise agreement ("Franchise Agreement"), a copy of which is attached as Exhibit B to this Disclosure Document. If you are a business entity, each of the following individuals must sign our Guaranty: (i) each of your shareholders and their spouses, if you are a corporation; (ii) each of your general partners and their spouses, if you are a partnership; or (iii) each of your members and managers and each of their spouses, if you are a limited liability company. All provisions of our Franchise Agreement will apply to you and to each individual that signs the Guaranty.

Corporate Information

We are a Delaware limited liability company organized on March 15, 2019. Our principal business address is 14350 North 87th Street, Suite 200, Scottsdale, Arizona 85260. If we have an agent in your state for service of process, we disclose that agent on Exhibit D to this Disclosure Document. We do not operate under any name other than our corporate name and our trade name "Massage Envy."

Business History

We became the franchisor of Massage Envy Businesses in June 2019 as a result of a restructuring of various Massage Envy related entities that occurred as part of a secured financing transaction described below (the "Securitization Transaction"). Massage Envy Franchising, LLC ("MEF"), our affiliate and immediate predecessor, was the franchisor of Massage Envy Businesses prior to the closing of the Securitization Transaction. Prior to February 2011, the Massage Envy Businesses offered constituted "traditional" Massage Envy Businesses which meant that these Businesses only offered massage therapy services. Subsequently, MEF began offering "total body care" Massage Envy Businesses, which offer massage therapy services in addition to other services (e.g., stretch therapy, hot stone therapy and customized skin care services). Currently, we only offer franchises for total body care Massage Envy Businesses. Of the 1083 Massage Envy Businesses operating as of December 31, 2022, 1073 operated as total body care Massage Envy Businesses and 10 operated as traditional Massage Envy Businesses.

Commencing in February 2010, MEF also offered franchises for the operation of a Regional Developer business ("Regional Developers"). Regional Developers are required to open and operate a specified number of Massage Envy Businesses within a defined development area, either by itself or through franchisees solicited by the Regional Developer for the development area. Regional Developers also assist us (and in the past, our predecessors) in rendering certain support services to those franchisees within the Regional Developer's development area including training, opening assistance and ongoing supervision. As compensation for these services, Regional Developers receive a portion of the initial franchise fees and royalty fees paid by the franchisees located in its development area. As of September 2012, MEF ceased offering or selling franchises for any additional Regional Developer franchises. As of December 31, 2022, there were 10 Regional Developers operating 12 Regional Developer businesses.

We are not engaged in any business other than offering franchises for Massage Envy Businesses as described above. We do not offer franchises in any other line of business. Except with respect to our affiliate, Massage Envy FLW, LLC, we have never operated a business similar to the Massage Envy Business being offered under this Disclosure Document. As further discussed below, our predecessor's affiliate and our predecessor's parent company each operated traditional Massage Envy Businesses, and our affiliate, Massage Envy FLW, LLC, operated a Massage Envy Business in Scottsdale, Arizona until the location was closed and a new unaffiliated Massage Envy franchisee was granted the right to operate the

Massage Envy Business within the same trade area pursuant to a Franchise Agreement with us. Additionally, Massage Envy FLW, LLC manages membership bases of certain closed Massage Envy Businesses.

Predecessor

The predecessor of MEF was Massage Envy Limited, LLC ("ME Limited"). MEF acquired all of ME Limited's assets on December 22, 2009. ME Limited's principal business address is Canon's Court, 22 Victoria Street, Hamilton, HM 12, Bermuda. ME Limited never operated a business similar to the Massage Envy Business being offered under this Disclosure Document. However, ME Limited's former parent company, United Club Services, LLC, operated 1 traditional Massage Envy Business in Phoenix, Arizona between February 2003 and September 2005. In addition, ME Limited's former affiliate, Massage EN V LLC, operated between 1-4 traditional Massage Envy Businesses in Phoenix, Arizona between February 2002 and October 2006.

ME Limited offered franchises for: (i) total body care Massage Envy Businesses from August 2009 through December 2009; (ii) traditional Massage Envy Businesses from February 2003 through December 2009; and (iii) Regional Developer franchises from January 2004 through January 2007. During those time periods, ME Limited sold a total of 64 total body care Massage Envy Businesses, 825 traditional Massage Envy Businesses and 52 Regional Developer franchises. Of the 825 traditional Massage Envy Businesses sold, 400 of those Businesses subsequently converted to become total body care Massage Envy Businesses. ME Limited did not offer franchises in any other line of business.

On September 27, 2012, under the terms of an Equity Purchase Agreement dated August 27, 2012, RC ME Merger LLC, an entity controlled through affiliated companies by Roark Capital Group, a private equity firm based in Atlanta, Georgia, purchased, through a series of transactions, 100% ownership of MEF's affiliate and our indirect parent company, Massage Envy, LLC (the "Acquisition"). We are now part of the family of companies through control with private equity funds managed by Roark Capital Management, LLC, an Atlanta-based private equity firm and an affiliate of Roark Capital Group, many of whom are franchise companies in a variety of industries. See below for additional information concerning these companies which operate affiliated franchise programs.

Parent Companies

We are a direct wholly-owned subsidiary of ME SPE Funding, LLC ("ME Funding") which is a direct wholly-owned subsidiary of ME SPE Holdco, LLC ("ME Holdco"). ME Funding and ME Holdco were formed as part of the Securitization Transaction. ME Holdco is a wholly-owned subsidiary of Massage Envy, LLC ("ME LLC") which is wholly-owned by ME Holding Corporation ("ME Holding Corporation"). ME Holding Corporation is the ultimate parent company of all Massage Envy entities. ME Funding's, ME Holdco's and ME LLC's principal business address is 14350 North 87th Street, Suite 200, Scottsdale, Arizona 85260. ME Holding Corporation's principal business address is 1180 Peachtree Street, Suite 2500, Atlanta, Georgia 30309.

Our parent companies do not provide any goods or services to our franchisees nor have they operated a business like the Massage Envy Business being offered under this Disclosure Document.

Direct and Indirect Affiliates

Except for the 5 affiliated companies listed below, all of whom are direct or indirect subsidiaries of ME, LLC, we do not have any direct or indirect affiliates that provide any goods or services to our franchisees. We do not have any direct or indirect affiliates that have either: (i) offered franchises in this or any other

line of business; or (ii) operated a business similar to the Massage Envy Business being offered under this Disclosure Document.

Our affiliate, Massage Envy Gift Card Funding, LLC ("ME Funding"), administers the sale of gift cards to customers that are redeemed at Massage Envy Businesses. ME Funding's principal business address is 14350 North 87th Street, Suite 200, Scottsdale, Arizona 85260.

Our affiliate, Massage Envy Co-op Marketing, LLC ("ME Marketing"), administers the advertising cooperative funds that are utilized to produce regional marketing campaigns on behalf of Massage Envy franchisees. ME Marketing's principal business address is 14350 North 87th Street, Suite 200, Scottsdale, Arizona 85260. See Item 6 and Item 11 for additional information about advertising cooperatives.

Our affiliate, Massage Envy Clinic Operations, LLC ("ME Clinic Operations"), was formed on March 28, 2012. ME Clinic Operations owns Massage Envy FLW, LLC ("ME FLW"), which was formed on March 28, 2012, and as described above, operated a Massage Envy Business in Scottsdale, Arizona from April 2012 to June 2014.

Securitization Transaction

Various affiliates of ME LLC entered into the Securitization Transaction. Under the Securitization Transaction, all existing U.S. franchise agreements and related agreements for Massage Envy Businesses were transferred to us from MEF, and we became the franchisor of all existing and future franchise and related agreements. Ownership and control of all U.S. trademarks and certain intellectual property relating to the operation of Massage Envy Businesses in the U.S. were also transferred to us.

At the time of the closing of the Securitization Transaction, we became a party to a management agreement with MEF under which MEF will provide the required support and services to Massage Envy franchisees under their franchise agreements. MEF will also act as our franchise sales agent. We will pay management fees to MEF for these services. However, as the franchisor, we will be responsible and accountable to you to make sure that all services we promise to perform under your Franchise Agreement or other agreement you sign with us are performed in compliance with the applicable agreement, regardless of who performs these services on our behalf.

Affiliated Franchise Programs

Through control with private equity funds managed by Roark Capital Management, LLC, we are affiliated with the following franchise programs ("Affiliated Programs"). None of these affiliates operate a Massage Envy franchise.

Focus Brands Inc. ("**Focus Brands**") is the indirect parent company to seven franchisors, including: Auntie Anne's Franchisor SPV LLC ("**Auntie Anne's**"), Carvel Franchisor SPV LLC ("**Carvel**"), Cinnabon Franchisor SPV LLC ("**Cinnabon**"), Jamba Juice Franchisor SPV LLC ("**Jamba**"), McAlister's Franchisor SPV LLC ("**McAlister's**"), Moe's Franchisor SPV LLC ("**Moe's**"), and Schlotzsky's Franchisor SPV LLC ("**Schlotzsky's**"). All seven Focus Brands franchisors have a principal place of business at 5620 Glenridge Drive NE, Atlanta, GA 30342 and have not offered franchises in any other line of business.

Auntie Anne's franchises Auntie Anne's® shops that offer soft pretzels, lemonade, frozen drinks and related foods and beverages. In November 2010, the Auntie Anne's system became affiliated with Focus Brands through an acquisition. Auntie Anne's predecessor began offering franchises in January 1991. As of December 31, 2022, there were approximately 1,135 franchised facilities and 11 affiliate-

owned facilities in the United States and approximately 775 franchised facilities operating outside the United States.

Carvel franchises Carvel® ice cream shoppes and is a leading retailer of branded ice cream cakes in the United States and a producer of premium soft-serve ice cream. The Carvel system became an Affiliated Program in October 2001 and became affiliated with Focus Brands in November 2004. Carvel's predecessor began franchising retail ice cream shoppes in 1947. As of December 31, 2022, there were 326 domestic retail shoppes (including 1 shoppe co-branded in a Schlotzsky's restaurant operated by our affiliate), 30 international retail shoppes, and 2 foodservice locations operated by independent third parties that offer Carvel® ice cream and frozen desserts including cakes and ice cream novelties.

Cinnabon franchises Cinnabon® bakeries that feature oven-hot cinnamon rolls, as well as other baked treats and specialty beverages. It also licenses independent third parties to operate domestic and international franchised Cinnabon® bakeries and Seattle's Best Coffee® franchises on military bases in the United States and in certain international countries, and to use the Cinnabon trademarks on products dissimilar to those offered in Cinnabon bakeries. In November 2004, the Cinnabon system became affiliated with Focus Brands through an acquisition. Cinnabon's predecessor began franchising in 1990. As of December 31, 2022, franchisees operated 950 Cinnabon retail outlets in the United States and 918 Cinnabon retail outlets outside the United States and 178 Seattle's Best Coffee units outside the United States.

Jamba franchises Jamba® stores that feature a wide variety of fresh blended-to-order smoothies and other cold or hot beverages and offer fresh squeezed juices and portable food items to customers who come for snacks and light meals. Jamba has offered JAMBA® franchises since October 2018. In October 2018, Jamba became affiliated with Focus Brands through an acquisition. Jamba's predecessor began franchising in 1991. As of December 31, 2022, there were approximately 735 Jamba franchised stores and 3 affiliate-owned Jamba stores in the United States and 54 franchised Jamba stores outside the United States.

McAlister's franchises McAlister's Deli® restaurants which offer a line of deli foods, including hot and cold deli sandwiches, baked potatoes, salads, soups, desserts, iced tea and other food and beverage products. The McAlister's system became an Affiliated Program through an acquisition in July 2005 and became affiliated with Focus Brands in October 2013. McAlister's or its predecessor have been franchising since 1999. As of December 31, 2022, there were 492 domestic franchised McAlister's restaurants and 32 affiliate-owned restaurants operating in the United States.

Moe's franchises Moe's Southwest Grill® fast casual restaurants which feature fresh-mex and southwestern food. In August 2007, the Moe's system became affiliated with Focus Brands through an acquisition. Moe's predecessor began offering Moe's Southwest Grill franchises in 2001. As of December 31, 2022, there were 636 franchised Moe's Southwest Grill restaurants operating in the United States and one franchised restaurant operating outside the United States.

Schlotzsky's franchises Schlotzsky's® quick-casual restaurants which feature sandwiches, pizza, soups, and salads. Schlotzsky's signature items are its "fresh-from-scratch" sandwich buns and pizza crusts that are baked on-site every day. In November 2006, the Schlotzsky's system became affiliated with Focus Brands through an acquisition. Schlotzsky's restaurant franchises have been offered since 1976. As of December 31, 2022, there were 299 franchised Schlotzsky's restaurants and 27 affiliate-owned restaurants operating in the United States.

Inspire Brands ("**Inspire Brands**") is a global multi-brand restaurant company, launched in February 2018 upon completion of the merger of the Arby's and Buffalo Wild Wings brands. Inspire

Brands is a parent company to six franchisors offering and selling franchises in the United States, including: Arby's Franchisor, LLC ("**Arby's**"), Baskin-Robbins Franchising LLC ("**Baskin-Robbins**"), Buffalo Wild Wings International, Inc. ("**Buffalo Wild Wings**"), Dunkin' Donuts Franchising LLC ("**Dunkin'**"), Jimmy John's Franchisor SPV, LLC ("**Jimmy John's**"), and Sonic Franchising LLC ("**Sonic**"). Inspire Brands is also a parent company to the following franchisors offering and selling franchises internationally: Inspire International, Inc. ("**Inspire International**"), DB Canadian Franchising ULC ("**DB Canada**"), DDBR International LLC ("**DB China**"), DD Brasil Franchising Ltda. ("**DB Brasil**"), DB Mexican Franchising LLC ("**DB Mexico**"), and BR UK Franchising LLC ("**BR UK**"). All of Inspire Brands' franchisors have a principal place of business at Three Glenlake Parkway NE, Atlanta, Georgia 30328 and, other than as described below for Arby's, have not offered franchises in any other line of business.

Arby's is a franchisor of quick-serve restaurants operating under the Arby's® trade name and business system that feature slow-roasted, freshly sliced roasted beef and other deli-style sandwiches. In July 2011, Arby's became an Affiliated Program through an acquisition. Arby's has been franchising since 1965. As of January 1, 2023, there were approximately 3,415 Arby's restaurants operating in the United States (2,305 franchised and 1,110 company-owned), and 174 franchised Arby's restaurants operating internationally. Predecessors and former affiliates of Arby's have, in the past, offered franchises for other restaurant concepts including T.J. Cinnamons® stores that served gourmet baked goods. All of the T.J. Cinnamons locations have closed.

Buffalo Wild Wings is a franchisor of sports entertainment-oriented casual sports bars that feature chicken wings, sandwiches, and other products, alcoholic and other beverages, and related services under Buffalo Wild Wings® name ("**Buffalo Wild Wings Sports Bars**") and restaurants that feature chicken wings and other food and beverage products primarily for off-premises consumption under the Buffalo Wild Wings GO name ("**BWW-GO Restaurants**"). Buffalo Wild Wings has offered franchises for Buffalo Wild Wings Sports Bars since April 1991 and for BWW-GO Restaurants since December 2020. As of January 1, 2023, there were 1,189 Buffalo Wild Wings Sports Bars operating in the United States (530 franchised and 659 company-owned) and 75 Buffalo Wild Wings or B-Dubs restaurants operating outside the United States (63 franchised and 12 company-owned). As of January 1, 2023, there were 41 BWW-GO Restaurants operating in the United States (4 franchised and 37 company-owned).

Sonic is the franchisor of Sonic Drive-In® restaurants, which serve hot dogs, hamburgers and other sandwiches, tater tots and other sides, a full breakfast menu and frozen treats and other drinks. Sonic became an Affiliated Program through an acquisition in December 2018. Sonic has offered franchises for Sonic restaurants since May 2011. As of January 1, 2023, there were 3,546 Sonic Drive-Ins (3,221 franchised and 325 company-owned) in operation.

Jimmy John's is a franchisor of restaurants operating under the Jimmy John's® trade name and business system that feature high-quality deli sandwiches, fresh baked breads, and other food and beverage products. Jimmy John's became an Affiliated Program through an acquisition in October 2016 and became part of Inspire Brands by merger in 2019. Jimmy John's and its predecessor have been franchising since 1993 and, as of January 1, 2023, had 2,637 restaurants operating in the United States (2,597 franchised and 40 affiliate-owned).

Dunkin' is a franchisor of Dunkin'® restaurants that offer doughnuts, coffee, espresso, breakfast sandwiches, bagels, muffins, compatible bakery products, croissants, snacks, sandwiches and beverages. Dunkin' became an Affiliated Program through an acquisition in December 2020. Dunkin' has offered franchises in the United States and certain international markets for Dunkin' restaurants since March 2006. As of January 1, 2023, there were 8,087 single-branded franchised Dunkin' restaurants operating in the United States and an additional 3,872 operating in 37 countries.

Baskin-Robbins franchises Baskin-Robbins® restaurants that offer ice cream, ice cream cakes and related frozen products, beverages and other products and services. Baskin-Robbins became an Affiliated Program through an acquisition in December 2020. Baskin-Robbins has offered franchises in the United States and certain international markets for Baskin-Robbins restaurants since March 2006. As of January 1, 2023, there were 1,001 single-branded franchised Baskin-Robbins restaurants in the United States and an additional 5,349 operating internationally in 37 countries and Puerto Rico. As of January 1, 2023, there were 1,252 Dunkin' and Baskin-Robbins combo restaurants in the United States.

Inspire International has, directly or through its predecessors, offered and sold franchises for the following brands: Arby's restaurants (since May 2016), Buffalo Wild Wings sports bars (since October 2019), Jimmy John's restaurants (since November 2022), and Sonic restaurants outside the United States (since November 2019). **DB Canada** was formed in May 2006 and has, directly or through its predecessors, offered and sold Baskin-Robbins franchises in Canada since January 1972. **DB China** has offered and sold Baskin-Robbins franchises in China since its formation in March 2006. **DB Brasil** has offered and sold Dunkin' and Baskin-Robbins franchises in Brazil since its formation in May 2014. **DB Mexico** has offered and sold Dunkin' franchises in Mexico since its formation in October 2006. **BR UK** has offered and sold Baskin-Robbins franchises in the UK since its formation in December 2014. The restaurants franchised by the international franchisors are included in the brand-specific disclosures above.

Primrose School Franchising SPE, LLC (**"Primrose"**) is a franchisor that offers franchises for the establishment, development and operation of educational childcare facilities serving families with children from 6 weeks to 12 years old operating under the Primrose® name. Primrose's principal place of business is 3200 Windy Hill Road SE, Suite 1200E, Atlanta GA 30339. Primrose became an Affiliated Program through an acquisition in June 2008. Primrose and its affiliates have been franchising since 1988 and as of December 31, 2022, had 483 franchised facilities. Primrose has not offered franchises in any other line of business.

CKE Inc. (**"CKE"**), through two indirect wholly-owned subsidiaries (Carl's Jr. Restaurants LLC and Hardee's Restaurants LLC), owns, operates and franchises quick serve restaurants operating under the Carl's Jr.® and Hardee's ® trade names and business systems. Carl's Jr. restaurants and Hardee's restaurants offer a limited menu of breakfast, lunch and dinner products featuring charbroiled 100% Black Angus Thickburger® sandwiches, Hand-Breaded Chicken Tenders, Made from Scratch Biscuits and other related quick serve menu items. A small number of Hardee's Restaurants offer Green Burrito® Mexican food products through a Dual Concept Restaurant. A small number of Carl's Jr. Restaurants offer Red Burrito® Mexican food products through a Dual Concept Restaurant. CKE Inc.'s principal place of business is 6700 Tower Circle, Suite 1000, Franklin, Tennessee. In December 2013, CKE Inc. became an Affiliated Program through an acquisition. Hardee's restaurants have been franchised since 1961. As of January 30, 2023, there were 195 company-operated Hardee's restaurants, including 4 Hardee's/Red Burrito Dual Concept restaurants, and there were 1,512 domestic franchised Hardee's restaurants, including 146 Hardee's/Red Burrito Dual Concept restaurants. Additionally, there were 429 franchised Hardee's restaurants operating outside the United States. Carl's Jr. restaurants have been franchised since 1984. As of January 30, 2023, there were 48 company-operated Carl's Jr. restaurants, and there were 1,020 domestic franchised Carl's Jr. restaurants, including 266 Carl's Jr./Green Burrito Dual Concept restaurants. In addition, there were 620 franchised Carl's Jr. restaurants operating outside the United States. Neither CKE nor its subsidiaries that operate the above-described franchise systems have offered franchises in any other line of business.

Driven Holdings, LLC ("**Driven Holdings**") is the indirect parent company to 10 franchisors, including Meineke Franchisor SPV LLC ("**Meineke**"), Maaco Franchisor SPV LLC ("**Maaco**"), Drive N Style Franchisor SPV LLC ("**DNS**"), Merlin Franchisor SPV LLC ("**Merlin**"), Econo Lube Franchisor

SPV LLC ("**Econo Lube**"), 1-800-Radiator Franchisor SPV LLC ("**1-800-Radiator**"), CARSTAR Franchisor SPV LLC ("**CARSTAR**"), Take 5 Franchisor SPV LLC ("**Take 5**"), ABRA Franchisor SPV LLC ("**ABRA**") and FUSA Franchisor SPV LLC ("**FUSA**"). In April 2015, Driven Holdings and its franchised brands at the time (Meineke, Maaco, DNS, Merlin and Econo Lube) became Affiliated Programs through an acquisition. Subsequently, through acquisitions in June 2015, October 2015, March 2016, September 2019, and April 2020, respectively, the 1-800-Radiator, CARSTAR, Take 5, ABRA and FUSA brands became Affiliated Programs. The principal business address of Meineke, Maaco, DNS, Econo Lube, Merlin, CARSTAR, Take 5, ABRA and FUSA is 440 South Church Street, Suite 700, Charlotte, North Carolina 28202. 1-800-Radiator's principal business address is 4401 Park Road, Benicia, California 94510. All 10 franchisors have not offered franchises in any other line of business.

Meineke franchises automotive centers which offer to the general public automotive repair and maintenance services that it authorizes periodically. These services currently include repair and replacement of exhaust system components, brake system components, steering and suspension components (including alignment), belts (V and serpentine), cooling system service, CV joints and boots, wiper blades, universal joints, lift supports, motor and transmission mounts, trailer hitches, air conditioning, state inspections, tire sales, tune ups and related services, transmission fluid changes and batteries. Meineke and its predecessors have offered Meineke center franchises since September 1972, and Meineke's affiliate has owned and operated Meineke centers on and off since March 1991. As of December 31, 2022, there were 703 Meineke centers, 22 Meineke centers co-branded with Econo Lube, and no company-owned Meineke centers or company-owned Meineke centers co-branded with Econo Lube operating in the United States.

Maaco and its predecessors have offered Maaco center franchises since February 1972 providing automotive collision and paint refinishing. As of December 31, 2022, there were 397 franchised Maaco centers and no company-owned Maaco centers in the United States.

DNS is the franchisor of 3 franchise systems: Drive N Style® franchises, AutoQual® franchises and Aero Colours® franchises. DNS and its predecessors have offered Drive N Style franchises since October 2006. A Drive N Style business offers both interior and exterior reconditioning and maintenance services, exterior paint repair and refinishing services and interior and exterior protection services for consumer vehicles. As of December 31, 2022, there were 30 Drive N Style franchises and no company-owned Drive N Style businesses in the United States. DNS and its predecessors have offered AutoQual franchises since February 2008. AutoQual businesses offer various services relating to the interior of automotive vehicles, including, among other things, cleaning, deodorizing, dyeing, and masking of carpets, seats, and trim. As of December 31, 2022, there were 5 AutoQual franchises and no company-owned AutoQual businesses in the United States. DNS and its predecessors have offered Aero Colours franchises since 1998. Aero Colours businesses offer various services related to the exterior of automotive vehicles, including paint touch-up, repair and refinishing that is performed primarily on cars at automobile dealerships or at the customer's home or place of business. As of December 31, 2022, there was 1 Aero Colours franchise and no company-owned Aero Colours businesses in the United States.

Merlin franchises shops which provide automotive repair services specializing in vehicle longevity, including the repair and replacement of automotive exhaust, brake parts, ride and steering control system and tires. Merlin and its predecessors offered franchises from July 1990 to February 2006 under the name "Merlin Muffler and Brake Shops," and have offered franchises under the name "Merlin Shops" since February 2006. As of December 31, 2022, there were 24 Merlin franchises and no company-owned Merlin shops located in the United States.

Econo Lube offers franchises that provide oil change services and other automotive services including brakes, but not including exhaust systems. Econo Lube's predecessor began offering franchises

in 1980 under the name "Muffler Crafters" and began offering franchises under the name "Econo Lube N' Tune" in 1985. As of December 31, 2022, there were 10 Econo Lube N' Tune franchises and 12 Econo Lube N' Tune franchises co-branded with Meineke centers in the United States, which are predominately in the western part of the United States, including California, Arizona, and Texas, and no company-owned Econo Lube N' Tune locations in the United States.

1-800-Radiator franchises distribution warehouses selling radiators, condensers, air conditioning compressors, fan assemblies and other automotive parts to automotive shops, chain accounts and retail consumers. 1-800-Radiator and its predecessor have offered 1-800-Radiator franchises since 2004. As of December 31, 2022, there were 196 1-800-Radiator franchises in operation in the United States. 1-800-Radiator's affiliate has owned and operated 1-800-Radiator warehouses since 2001 and, as of December 31, 2022, owned and operated 1 1-800-Radiator warehouse in the United States.

CARSTAR offers franchises for full-service automobile collision repair facilities providing repair and repainting services for automobiles and trucks that suffered damage in collisions. CARSTAR's business model focuses on insurance-related collision repair work arising out of relationships it has established with insurance company providers. CARSTAR and its affiliates first offered conversion franchises to existing automobile collision repair facilities in August 1989 and began offering franchises for new automobile repair facilities in October 1995. As of December 31, 2022, there were 445 franchised CARSTAR facilities and no company-owned facilities operating in the United States.

Take 5 franchises motor vehicle centers that offer quick service, customer-oriented oil changes, lubrication and related motor vehicle services and products. Take 5 commenced offering franchises in March 2017, although the Take 5 concept started in 1984 in Metairie, Louisiana. As of December 31, 2022, there were 228 franchised Take 5 outlets operating in the United States. An affiliate of Take 5 currently operates approximately 575 Take 5 outlets and outlets that operate under other brands, many of which may be converted to the Take 5 brand and operating platform in the future.

ABRA franchises repair and refinishing centers that offer high quality auto body repair and refinishing and auto glass repair and replacement services at competitive prices. ABRA and its predecessor have offered ABRA franchises since 1987. As of December 31, 2022, there were 58 franchised ABRA repair centers and no company-owned repair centers operating in the United States.

FUSA franchises collision repair shops specializing in auto body repair work and after-collision services. FUSA has offered Fix Auto shop franchises since July 2020, although its predecessors have offered franchise and license arrangements for Fix Auto shops on and off from April 1998 to June 2020. As of December 31, 2022, there were 180 franchised Fix Auto repair shops operating in the United States, 9 of which are operated by FUSA's affiliate pursuant to a franchise agreement with FUSA.

Driven Holdings is also the indirect parent company to the following franchisors that offer franchises in Canada: (1) **Meineke Canada SPV LP** and its predecessors have offered Meineke center franchises in Canada since August 2004; (2) **Maaco Canada SPV LP** and its predecessors have offered Maaco center franchises in Canada since 1983; (3) **1-800-Radiator Canada, Co.** has offered 1-800-Radiator warehouse franchises in Canada since April 2007; (4) **Carstar Canada SPV LP** and its predecessors have offered CARSTAR franchises in Canada since September 2000; (5) **Take 5 Canada SPV LP** and its predecessor have offered Take 5 franchises in Canada since November 2019; (6) **Driven Brands Canada Funding Corporation** and its predecessors have offered UniglassPlus and Uniglass Express franchises in Canada since 1985 and 2015, respectively, Vitro Plus and Vitro Express franchises in Canada since 2002, and Docteur du Pare Brise franchises in Canada since 1998; (7) **Go Glass Franchisor SPV LP** and its predecessors have offered Go! Glass & Accessories franchises since 2006 and Go! Glass franchises since 2017 in Canada; and (8) **Star Auto Glass Franchisor SPV LP** and its predecessors have

offered Star Auto Glass franchises in Canada since approximately 2012. These franchisors have not offered franchises in any other line of business.

As of December 31, 2022, there were: (i) 25 franchised Meineke centers and no company-owned Meineke centers in Canada; (ii) 21 franchised Maaco centers and no company-owned Maaco centers in Canada; (iii) 8 1-800-Radiator franchises and no company-owned 1-800-Radiator locations in Canada; (iv) 319 franchised CARSTAR facilities and no company-owned CARSTAR facilities in Canada; (v) 30 franchised Take 5 outlets and 7 company-owned Take 5 outlets in Canada; (vi) 38 franchised UniglassPlus businesses, 31 franchised UniglassPlus/Ziebart businesses, and no franchised Uniglass Express businesses in Canada, and 4 company-owned UniglassPlus businesses and 1 company-owned UniglassPlus/Ziebart business in Canada; (vii) 7 franchised VitroPlus businesses, 62 franchised VitroPlus/Ziebart businesses, and 4 franchised Vitro Express businesses in Canada, and 4 company-owned VitroPlus businesses and no company-owned VitroPlus/Ziebart businesses in Canada; (viii) 33 franchised Docteur du Pare Brise businesses and no company-owned Docteur du Pare Brise businesses in Canada; (ix) 10 franchised Go! Glass & Accessories businesses and 1 franchised Go! Glass business in Canada, and 8 company-owned Go! Glass & Accessories businesses and no company-owned Go! Glass businesses in Canada; and (x) 8 franchised Star Auto Glass businesses and no company-owned Star Auto Glass businesses in Canada.

ServiceMaster Systems LLC is the direct parent company to five franchisors operating in the United States: Merry Maids SPE LLC ("**Merry Maids**"), ServiceMaster Clean/Restore SPE LLC ("**ServiceMaster**") and Two Men and a Truck SPE LLC ("**Two Men and a Truck**"). AmeriSpec, Furniture Medic, Merry Maids, and ServiceMaster became Affiliated Programs through an acquisition in December 2020. Two Men and a Truck became an Affiliated Program through an acquisition on August 3, 2021.The three franchisors have a principal place of business at One Glenlake Parkway, Suite 1400, Atlanta, Georgia 30328 and have never offered franchises in any other line of business.

Merry Maids franchises residential house cleaning businesses under the Merry Maids® mark. Merry Maids' predecessor began business and started offering franchises in 1980. As of December 31, 2022, Merry Maids had 967 franchises in the United States.

ServiceMaster franchises (i) businesses that provide disaster restoration and heavy-duty cleaning services to residential and commercial customers under the ServiceMaster Restore® mark and (ii) businesses that provide contracted janitorial services and other cleaning and maintenance services under the ServiceMaster Clean® mark. ServiceMaster's predecessor began offering franchises in 1952. As of December 31, 2022, ServiceMaster had operating in the United States 671 ServiceMaster Clean franchises and 2,157 ServiceMaster Restore franchises operating in the United States.

Two Men and a Truck franchises (i) businesses that provide moving services and related products and services, including packing, unpacking and the sale of boxes and packing materials under the Two Men and a Truck® mark and (ii) businesses that provide junk removal services under the Two Men and a Junk Truck™ mark. Two Men and a Truck's predecessor began offering moving franchises in February 1989. Two Men and a Truck began offering Two Men and a Junk Truck franchises in 2023. As of December 31, 2022, there were 293 Two Men and a Truck franchises and three company-owned locations operating in the United States. As of December 31, 2022, there were not any Two Men and a Junk Truck franchises or company-owned locations in operation.

Affiliates of ServiceMaster Systems LLC also offer franchises for operation outside the United States. Specifically, **ServiceMaster of Canada Limited** offers franchises in Canada, **ServiceMaster Limited** offers franchises in Great Britain and **Two Men and a Truck** offers franchises in Canada, Ireland and the United States.

NBC Franchisor LLC ("**NBC**") franchises gourmet bakeries which offer and sell specialty bundt cakes, other food items and retail merchandise under the Nothing Bundt Cakes® mark. NBC's predecessor began offering franchises in May 2006. NBC became an Affiliated Program through an acquisition in May 2021. NBC has a principal place of business at 4560 Belt Line Road, Suite 350, Addison, Texas 75001. As of December 31, 2022, there were 409 Northing Bundt Cake franchises and 16 company-owned locations operating in the United States. NBC has never offered franchises in any other line of business.

Mathnasium Center Licensing, LLC (**"Mathnasium"**) franchises learning centers that provide math instruction using the Mathnasium® system of learning. Mathnasium began offering franchises in late 2003. Mathnasium became an Affiliated Program through an acquisition in November 2021. Mathnasium has a principal place of business at 5120 West Goldleaf Circle, Suite 400, Los Angeles, California 90056. As of December 31, 2021, there were 948 Mathnasium franchises in the United States and its parent company operated three Mathnasium centers in the United States. Mathnasium has never offered franchises in any other line of business. Affiliates of Mathnasium Center Licensing, LLC also offer franchises for operation outside the United States.

Mathnasium Center Licensing Canada, Inc. has offered franchises for Mathnasium centers in Canada since May 2014. As of December 31, 2022, there were 87 franchised Mathnasium centers in Canada. **Mathnasium International Franchising, LLC** has offered franchises outside the United States and Canada since May 2015. As of December 31, 2021, there were 65 franchised Mathnasium centers outside the United States and Canada. Mathnasium Center Licensing, LLC, Mathnasium Center Licensing Canada, Inc. and Mathnasium International Franchising, LLC have a principal place of business at 5120 West Goldleaf Circle, Suite 400, Los Angeles, California 90056 and none of them has ever offered franchises in any other line of business.

i9 Sports, LLC (**"i9"**) franchises businesses that operate, market, sell and provide amateur sports leagues, camps, tournaments, clinics, training, development, social activities, special events, products and related services under the i9 Sports® mark. i9 began offering franchises in November 2003. i9 became an Affiliated Program through an acquisition in September 2021. i9 has a principal place of business at 9410 Camden Field Parkway, Riverview, Florida 33578. As of December 31, 2022, there were 218 i9 Sports franchises and one company-owned location. i9 has never offered franchises in any other line of business.

SafeSplash Brands, LLC (also known as "**Streamline Brands**") offers franchises under the SafeSplash Swim School® brand and operates under the SwimLabs® and Swimtastic® brands, all of which provide "learn to swim" programs for children and adults, birthday parties, summer camps, other swimming-related activities. Streamline Brands has offered swim school franchises under the SafeSplash Swim School brand since August 2014. Streamline Brands offered franchises under the Swimtastic brand since August 2015 through March 2023 and under the SwimLabs brand from February 2017 through March 2023. Streamline Brands became an Affiliated Program through an acquisition in June 2022 and has a principal place of business at 12240 Lioness Way, Parker, Colorado 80134. As of December 31, 2022, there were 110 franchised and company-owned SafeSplash Swim School outlets (included 12 outlets that are dual-branded with SwimLabs), 11 franchised and licensed SwimLabs swim schools, 11 franchised Swimtastic swim schools and one dual-branded Swimtastic and SwimLabs swim school operating in the United States. Streamline Brands has never offered franchises in any other line of business.

None of the affiliated franchisors are obligated to provide products or services to you; however, you may purchase products or services from these franchisors if you choose to do so.

Except as described above, we have no other parents, predecessors or affiliates that must be included in this Item.

Description of Franchised Business

We grant to qualified individuals and entities ("Franchisee(s)") a license to operate a Business and in connection with the Business to use the service mark "Massage Envy®" as well as other service marks disclosed in Item 13. These service marks, together with any other trademarks, service marks, trade names, logos or other commercial symbols that we may license to Massage Envy Businesses, now or in the future, are collectively referred to as the "Marks." The "Marks" also include our distinctive trade dress used to identify a Massage Envy Business, whether now in existence or created in the future. Each Massage Envy Business must be operated at a site that we approve and according to our policies, protocols, rules, requirements, specifications, standards, and procedures that we periodically prescribe for a Massage Envy Business (collectively, the "System Standards"). You must comply with all System Standards that we designate as mandatory. For any System Standards that we designate as suggested or recommended, it is your responsibility to determine, in your sole discretion, to what extent, if any, such suggested or recommended System Standards should be applied to your Business.

Massage Envy Businesses offer a membership program under which members, for the monthly membership fee, receive one massage or facial per month and are entitled to receive additional services at reduced member rates. Non-members may also receive services, but at higher standard rates. We may amend or modify these programs from time to time in our sole discretion.

We only grant franchises to Franchisees who meet our minimum standards for, among other elements, character, skill, aptitude, attitude, business ability and financial capacity.

If your site is located within the development area of a Regional Developer, we have the right to delegate to the Regional Developer some or all of our obligations under the Franchise Agreement relating to sales, training, site assistance, and supervisory services. Lists of all current Franchisees and Regional Developers are attached to this Disclosure Document as Exhibit C and Exhibit G, respectively.

Market and Competition

Massage Envy Businesses provide services to the general public. Massage Envy Businesses compete with other businesses offering professional massage and facial services such as day spas, resorts, health clubs, chiropractic offices, and individual massage therapists. Some of these businesses operate through a franchise business model. The market for businesses providing massage therapy and facial services is fully developed and very competitive in most markets as demand for these services remains high. Despite this competitive environment, we believe that Massage Envy Businesses will appeal to customers because of their unique pricing model and membership program, clean and professional environment, reputation, leadership in the industry and other distinctive characteristics.

Laws and Regulations

Many states require massage therapists and aestheticians to be licensed and you must ensure that your Business and the therapists and aestheticians who work in your Business comply with these requirements. You must ensure that only licensed therapists and aestheticians perform any services for which a license or specialized training is required. You must be aware of and comply with all regulatory requirements to which a massage therapy business in your state or municipality may be subject to, in addition to our policies contained in the Operations Manual, the purpose of which is the prevention and handling of inappropriate conduct during massage therapy sessions. Failure to strictly comply with these laws, regulations, and policies may put your customers at risk and/or increase your risk of litigation associated with inappropriate conduct during massage therapy sessions. It is also your responsibility to investigate thoroughly the applicable business, zoning, state escheat, licensing laws, rules and regulations in your state and municipality before opening your Massage Envy Business. Some state or local laws may require that you

file and post a bond if your Business is a "health spa" or "health club." Health club laws may also regulate other aspects of your Business, including your agreements with your customers. Since you accept credit cards from your customers, you will also have to comply with any laws and regulations relating to the acceptance of credit cards, including the Payment Card Industry ("PCI") Data Security Standard ("DSS"). Compliance with these laws, regulations or industry standards are your responsibility. We assist with certain aspects of PCI compliance as part of the services you receive in consideration of the Technology Fee, which is more specifically described in Item 11. You must also comply with laws that apply generally to all businesses. You also must comply with all applicable laws, rules, and orders of any governmental authority concerning any pandemic or public health crisis, which may require businesses to materially modify, limit, or cease operations for an indeterminate period. There may be other federal, state and/or local laws or regulations pertaining to your Business with which you must comply. We recommend that you investigate these laws before purchasing a Massage Envy Business and that you seek assistance from professionals who regularly provide advice and counsel in these areas.

ITEM 2
BUSINESS EXPERIENCE

President and Chief Executive Officer ME SPE Franchising and MEF: Beth Stiller

Ms. Stiller has served as our CEO since November 25, 2019. Ms. Stiller joined MEF in 2016 as Chief Commercial Officer. From September 2011 to April 2016, Ms. Stiller served in various roles with Walgreens Boots Alliance, Inc. in Deerfield, Illinois, including Divisional Vice President Category Strategy & Innovation and her last position, Group Vice President Global Brands & Sourcing. Ms. Stiller has more than 25 years of global and domestic experience in retail, branding, merchandising and management. Ms. Stiller serves in her current position in Scottsdale, Arizona.

Chief Financial Officer ME SPE Franchising and MEF: Paul Malek

Mr. Malek has served as our Chief Financial Officer since March 15, 2019. He has served as MEF's Chief Financial Officer since February 2017. From February 2009 to January 2017, Mr. Malek served as Chief Financial Officer of Cadence Education in Scottsdale, Arizona. Mr. Malek serves in his current position in Scottsdale, Arizona.

General Counsel and Secretary ME SPE Franchising and MEF: Kristin Paiva

Ms. Paiva has served as our General Counsel and Secretary since March 15, 2019. She has served as MEF's General Counsel and Secretary since January 2019. From January 2016 to January 2019, Ms. Paiva was a partner at Thorpe Shwer, a Phoenix-based civil litigation law firm. From 2014 to January 2016, Ms. Paiva was an associate at Thorpe Shwer. Ms. Paiva serves in her current position in Scottsdale, Arizona.

Chief Operating Officer ME SPE Franchising: Todd Schrader

Mr. Schrader has served as our Chief Operating Officer since December 2019. From June 2018 to December 2019, Mr. Schrader served as our Vice President of Operations and from March 2016 to July 2017, he served as one of MEF's Regional Vice Presidents of Operations. From March 2010 to March 2016, he served in various capacities, most recently as Vice President, Retail Operations, for General Wireless Operations, Inc. (RadioShack) in Fort Worth, Texas. Mr. Schrader serves in his current position in Scottsdale, Arizona.

Chief Information Officer ME SPE Franchising: Ken DeWitt

Mr. DeWitt has served as our Chief Information Officer since January 2020. From July 2013 to December 2018, Mr. DeWitt served as Chief Information Officer for TruGreen in Memphis, Tennessee. Mr. DeWitt serves in his current position in Scottsdale, Arizona.

Chief Development Officer ME SPE Franchising: Erich Melsheimer

Mr. Melsheimer has served as our Chief Development Officer since March 2023. From August 2018 to February 2023, Mr. Melsheimer served as Vice President Real Estate for Planet Fitness in Hampton, New Hampshire. From December 2006 to March 2018, Mr. Melsheimer served as Sr. Director Real Estate for Gap, Inc. in San Francisco, California. Mr. Melsheimer serves in his current position in Scottsdale, Arizona.

Director of Franchise Development ME SPE Franchising: Samantha Theaumont

Ms. Theaumont has served as our Director of Franchise Development since October 2020. From February 2020 to September 2020, she served as our Franchise Development Manager. From April 2019 to January 2020, Ms. Theaumont served as Franchise Development Manager for medspa810 in Scottsdale, Arizona. From September 2018 to January 2020, Ms. Theaumont served as Director of Franchise Development for HYPOXI USA, LLC in Scottsdale, Arizona. From September 2017 to September 2018, Ms. Theaumont served as Director of Franchise Development for AirMD, Inc., in Scottsdale, Arizona. From May 2012 to August 2017, Ms. Theaumont served as President of spa810 in Scottsdale, Arizona. Ms. Theaumont serves in her current position in Scottsdale, Arizona.

The business experience of our Regional Developers is contained in Exhibit G.

ITEM 3
LITIGATION

ACTIVE MATTERS

Stockman v. Massage Envy Franchising, LLC, Case No. 2023CH01041, Circuit Court of Cook County, Illinois, (filed February 2, 2023)

Plaintiff brought claims under the Electronic Funds Transfer Act and the Illinois Consumer Fraud Act on behalf of herself and on behalf of a class of all individuals in Illinois who allegedly paid a membership fee after Massage Envy was allegedly notified in writing of the member's cancellation. MEF denies any wrongdoing and intends to defend against this action vigorously.

ME SPE Franchising, LLC v. Misra Holdings, Case No. 01-22-0005-2665, AAA Arbitration (filed 1/21/2023)

ME SPE seeks a declaratory judgment that it has the right to terminate the franchisee's franchise agreement due to violation of safety policies. The franchisee has filed a counterclaim for wrongful termination.

Baerbel McKinney-Drobnis, Joseph B. Piccola, and Camille Berlese v. Massage Envy Franchising, LLC, United States District Court for the Northern District of California, Case No. 3:16-cv-06450 (filed November 4, 2016).

This is a putative consumer class action filed against MEF by members of three separate independently owned and operated franchised locations in California, Texas, and Arizona, on behalf of all current and former members of any independently owned and operated franchised location nationwide, alleging MEF wrongfully increased the monthly membership fees set forth in their membership agreements. The

Complaint asserts claims for (1) breach of contract and the covenant of good faith and fair dealing; (2) violation of the California Consumer Legal Remedies Act; (3) violation of California Business & Professions Code § 17200 et seq. for unlawful business acts and practices; (4) violation of California Business & Professions Code § 17200 et seq. for unfair business acts and practices; (5) violation of California Business & Professions Code § 17200 et seq. for fraudulent business acts and practices; and (6) declaratory relief. Plaintiffs sought unspecified damages, restitution, injunctive and declaratory relief, attorneys' fees, and costs. **The parties reached a settlement, which became final on June 24, 2022. As part of the settlement, $11 million face value of vouchers were issued to class members to be exchanged for products and services in-store which are redeemable through December 29, 2023. Additionally, all class members who did not exclude themselves are bound by the newest version of the template membership agreement form approved by the court**.

In the Matter of Massage Envy Franchising, LLC et al in various states and counties

In addition to naming the specific franchisees as defendants, MEF and/or ME SPE Franchising have been named as a defendant(s) in numerous lawsuits brought by plaintiffs who were customers of franchised locations alleging that their massage therapists engaged in sexual misconduct. Specifically, the plaintiffs have alleged that MEF and/or ME SPE Franchising were negligent, engaged in fraudulent, unfair, or deceptive trade practices and are vicariously liable for the alleged misconduct of the massage therapists. Both MEF and ME SPE Franchising strongly disagree with the plaintiffs' allegations and intend to vigorously defend these actions. We have reached settlements in certain of the lawsuits. MEF and/or ME SPE Franchising have brought crossclaims against the specific franchisee for contribution and indemnification. MEF and ME SPE Franchising may be named as defendants in additional lawsuits by customers asserting similar claims and we intend to vigorously defend any such actions. Certain of these cases were based upon events which allegedly occurred prior to ME SPE Franchising becoming the franchisor of the Massage Envy franchise system.

CONCLUDED MATTERS

Balderas v. Massage Envy Franchising, LLC, Envee Estep Enterprise, Inc, et. al. United States District Court for the Northern District of California, Case No. C126227 (filed October 15, 2012)

This was a class action brought by a former massage therapist employed at the Alameda Towne Centre franchise location against MEF and the En'Vee Estep Enterprise, Inc. dba Massage Envy of Alameda Towne Centre. The complaint alleged that MEF had a practice of requiring massage therapists to pay for their own insurance coverage, Livescan, and certification fees, and had such costs deducted from their paychecks in violation of California wage and hour laws. Claims against MEF were premised on the allegation that it was a joint employer and/or was vicariously liable for the actions of its franchisees. MEF denied it had any liability to Balderas or the putative class. On March 10, 2015, the Court entered final approval of a settlement in which MEF admitted no liability. Pursuant to the approved settlement, MEF obtained a release from all massage therapists who worked at one or more California franchised locations at any time between October 15, 2008, through July 21, 2014, in exchange for paying a total of $504,000 ($175,000 of which was allocated to plaintiff's attorneys' fees and costs and $4,000 as a service award to plaintiff) and certain injunctive relief.

Bustos v. Massage Envy Spa-Mission Valley, Massage Envy Limited, LLC, et al. Superior Court of the State of California, County of San Diego, Case No. 37-2012-00104022-CU-OE-CTL (filed September 14, 2012).

This was a class action case brought by a former employee of the Mission Valley franchised location in San Diego claiming that the location failed to provide its employees with rest breaks, meal breaks, and required them to perform "off the clock" job tasks in violation of California wage and hour laws. The

complaint originally named Massage Envy Limited LLC as a defendant. On October 25, 2012, the plaintiff amended his complaint and removed all allegations against that entity. In July 2013, the plaintiff and the franchisee entered a settlement agreement, which included a release of any claims against MEF. MEF did not contribute any funds to the settlement. On December 11, 2013, judgment was entered approving the settlement.

Gil v. SF Peninsula GME, LLC, Massage Envy Franchising, LLC, GME Regional Management, LLC, Superior Court of California, San Mateo County, Case No. CIV498539 (filed September 7, 2010).

This was an action brought by a former clinic administrator ("CA") employed at the independently owned and operated San Mateo franchised location against the franchisee and regional developer, on the basis that she was misclassified as an "exempt" employee. The plaintiff alleged that she, and a class of similarly situated CAs employed by California franchisees, should have been classified as "non-exempt," thereby entitling them to additional compensation for overtime hours, meal and rest periods under the applicable California wage and hour regulations. The plaintiff sought to bring this claim as a class action also against MEF on the theory that because MEF trains its franchisees on hiring and compensation standards, MEF should be liable to all CAs employed by the franchisees for back wages. The complaint was filed under the California Private Attorneys General Act ("PAGA"), and alleged numerous violations of the California Labor Code and the California Business & Professions Code and sought unspecified compensatory and punitive damages. Claims against MEF were premised on joint employer and vicarious liability theories. MEF denied it had any liability to plaintiff or the putative class and vigorously defended the action. Plaintiff's motion for class certification against MEF was denied without prejudice. On February 6, 2014, the Court entered final approval of an injunction-only settlement between MEF, plaintiff and the putative class with no admission of liability by MEF. The Court approved a $10,000 incentive award to plaintiff and awarded costs and fees to the plaintiff's attorneys totaling $269,263, an amount substantially below the amount the plaintiff's attorney requested.

Hahn v. Massage Envy Franchising, LLC and Massage Envy, LLC, United States District Court, Southern District of California, Case No. 12cv153-DMS (BGS), removed January 18, 2012, from Superior Court of the State of California, County of San Diego, Case No. 37-2011-00102080-CU-BT-CTL (filed December 7, 2011).

This was a class action lawsuit filed against MEF by former members of independently owned and operated franchised locations in California. Plaintiffs' factual allegations were substantially similar to those in the concluded Robinson and Zizian class actions discussed below. Plaintiffs challenged the cancellation and termination provisions in the membership agreement that members entered with their independently owned and operated franchised location and asserted claims for (1) violations of the covenant of good faith and fair dealing, (2) violations of California Business & Professions Code §§ 17200 et seq., and (3) declaratory relief. The allegations against MEF were premised on theories of agency and vicarious liability. MEF denied those allegations. On March 6, 2015, the Court preliminarily approved the parties' proposed settlement agreement and certified for settlement purposes only a nationwide class consisting of (i) all former members of a franchised location from December 7, 2007, through March 6, 2015; and (ii) all current members of a franchised location as of March 6, 2015 (the "Settlement Class"). On March 30, 2016, the Court issued an order denying without prejudice (1) the plaintiffs' motion for final class action settlement approval; and (2) Class Counsel's motion for attorneys' fees, expenses and service awards. In the order, the Court also decertified the Settlement Class. The parties subsequently entered an amended nationwide class action settlement agreement in which MEF also admitted no liability. On July 5, 2016, the Court entered an order granting final approval of the parties' amended settlement agreement and entered a final judgment on July 18, 2016. Pursuant to the approved nationwide class action settlement, MEF obtained a release from former members of any independently owned and operated franchised location whose membership concluded between December 7, 2007 and March 6, 2015, in exchange for paying a total of

$5,432,913.52 ($5,417,913.52 of which was allocated to plaintiffs' attorneys' fees and costs and $5,000 in incentive awards to each plaintiff) and certain injunctive relief.

Robinson v. Massage Envy Franchising, LLC, United States District Court, Southern District of Florida, Case No. 0:15-cv-60017-PAS, removed January 2, 2015, from the Circuit Court of Florida, Broward County, CACE14022736 (filed November 26, 2014).

This was a consumer class action filed against MEF by a former member of an independently owned and operated franchised location in Florida. Plaintiff challenged the cancellation and termination provisions in the membership agreement that members entered with their independently owned and operated franchised location. Plaintiff's factual allegations were substantially similar to those in the concluded Hahn class action discussed above and the Zizian class action discussed below. Plaintiff sought to represent a putative class consisting of (a) all persons residing in the United States (with the exception of California) and/or (b) all persons residing in the State of Florida from November 26, 2010, who were enrolled in the membership program and lost massage services by not keeping membership current by (1) not making timely payments or (2) cancelling their membership. Plaintiff asserted claims for (i) false, deceptive, unfair, and unlawful business practices in violation of Florida's Deceptive and Unfair Trade Practices Act, Fl. Statute Sec. 501.21 et seq.; (ii) unjust enrichment; and (iii) breach of implied covenant of good faith and fair dealing. On August 17, 2016, the parties finalized a confidential settlement of plaintiff's individual claims. On August 31, 2016, the Court entered an order of final dismissal as Plaintiff's claims were released as part of the Zizian class action discussed below.

Zizian v. Massage Envy Franchising, LLC, United States District Court, Southern District of California, Case No. 3:16-cv-00783-DMS (filed April 1, 2016).

This was a consumer class action filed against MEF by a current member of an independently owned and operated franchised location in California. Plaintiff challenged the cancellation and termination provisions in the membership agreement that members entered with their independently owned and operated franchised location. Plaintiff's factual allegations were substantially similar to those in the concluded Hahn, and Robinson class actions discussed above. Plaintiff asserted claims for (1) breach of contract; (2) violation of the implied covenant of good faith and fair dealing; (3) violation of California Business & Professions Code §§ 17200; and (4) declaratory relief. Plaintiff sought to represent a putative class of "all current members of a clinic or spa owned and operated by a Massage Envy Franchisee within California." On January 13, 2017, the Court approved a nationwide class action settlement in which MEF admitted no liability and entered a final judgment. Pursuant to the approved nationwide class settlement, MEF obtained a release from current members of independently owned and operated franchised locations as of June 30, 2016, in exchange for paying a total of $407,000 ($405,000 of which was allocated to plaintiff's attorneys' fees and costs and $2,000 as an incentive award to plaintiff) and certain injunctive relief.

NHMME, LLC, John Vatistas and Tasha Vatistas v. Massage Envy Franchising, LLC, David Crisalli, Joel Luongo, Lori Merrall, April Kern, Jerome Kern, et al., Case No. 01-16-0000-8441, Demand for Arbitration, (filed March 11, 2016 and amended June 30, 2016).

This demand for arbitration, filed by a franchisee with a Massage Envy Businesses in New York, New York and its two shareholders (collectively, "Claimants") against Massage Envy Franchising, LLC and several of its current and former officers and MEF's former regional developers in New York (collectively, "Respondents"), alleged that Respondents made false or misleading statements in MEF's franchise disclosure document and elsewhere regarding the initial investment required to open a Massage Envy Business as well as the ongoing expenses involved in operating a Massage Envy Business in New York, and also omitted material information regarding pricing structures (including pricing for transfer clients) and the viability of the franchise system in the New York market, and that those statements and omissions induced Claimants to purchase a franchise and have caused them to sustain operating losses. Claimants

also alleged breaches of the franchise agreement and the implied covenant of good faith and fair dealing. Claimants also alleged that after they joined the Massage Envy franchise system, MEF induced them to remain in the system based on false promises to rectify certain pricing structures. The demand for arbitration asserted claims for violations of the disclosure and anti-fraud provisions of the New York Franchise Sales Act, common law fraud, negligent misrepresentation and breach of the implied covenant of good faith and fair dealing and sought damages in an unspecified amount and/or rescission of the franchise agreement, as well as attorneys' fees and costs. On March 21, 2017, the arbitrator dismissed the disclosure and fraud-based claims. On June 20, 2017, the parties finalized a confidential settlement of Claimants' claims.

Investigation of Monterey County, California District Attorney

The District Attorney alleged that MEF was liable for various acts and practices under California's Unfair Competition Law (Bus. & Prof. Code, 17200 et seq.) and under California's False Advertising Law (Bus. & Prof., 17500 et seq.) for collecting the automatic membership fees of members of a franchised location in Monterey County, California that unexpectedly closed, for a few days after that location's closure. MEF denied any wrongdoing. Pursuant to a settlement agreement, MEF, Massage Envy FLW, LLC, and the district attorney stipulated to the entry of final judgment, which included payment of monetary relief and an injunction restraining MEF and Massage Envy FLW, LLC from engaging in or performing, directly or indirectly, in any act in violation of common law conversion.

Mark Pirozzi v. Massage Envy Franchising, LLC, State of Missouri, Circuit Court of the County of St. Louis, Case No. 17SL-CC00401 (filed January 31, 2017); removed to the Federal Court for the Eastern District of Missouri on April 1, 2019.

This was a putative consumer class action challenging the sale of "1-hour" massage sessions which allegedly provide no more than 50 minutes of actual massage time. Two Missouri customers asserted claims on behalf of a Missouri-only putative class of "all Massage Envy customers in Missouri who have been and will be harmed by Defendant's actions . . ., as well as a Subclass of Class Members who purchased their massages for personal, family and household purposes." The Complaint asserted claims for (1) violation of the Missouri Merchandising Practices Act ("MMPA") by deception; (2) violation of the MMPA by unfair practices; and (3) injunctive and declaratory relief. Plaintiffs sought unspecified compensatory, exemplary, and statutory damages, declaratory and injunctive relief, attorneys' fees, and costs. Final approval of the parties' settlement was granted by the court on November 13, 2020.

Phoenix Wellness Avondale, Inc. v. Massage Envy Franchising, LLC ("MEF") and ME SPE Franchising, LLC ("ME SPE"), American Arbitration Association, Case. No. 01-21-0000-2594 (filed January 20, 2021).

A franchisee of a franchised location in Avondale, Arizona filed an action seeking to recover less than $75,000 in damages, plus attorneys' fees, interest and arbitration costs, based on MEF's alleged breach of its franchise agreement by failing to provide contractually agreed upon services and requiring franchisee to (i) install what it claims to be a faulty point-of-sale system; (ii) purchase certain products, services, and/or insurance, alleging that there was no contractual or legal right to do so and/or that the purchases were to the detriment of franchisee's business; and (iii) pay various monthly fees as to which franchisee alleges there was no contractual or legal right to do so. One hundred and four individual arbitration actions were filed by more than fifty other franchisees making these same allegations and seeking the same relief against MEF and ME SPE, although approximately 10 of these franchisees amended their demands for arbitration to supplement their claims against MEF and ME SPE with allegations of breaches of the implied covenant of good faith and fair dealing, tortious interference with contract and violations of state unfair practices acts (collectively, the Franchisee Arbitrations"). With both MEF and ME SPE denying any liability to any of the franchisees (and their guarantors under their respective franchise agreements with MEF and/or ME

SPE) who filed arbitration actions constituting the Franchisee Arbitrations (collectively, the "Franchisee Parties"), on March 10, 2022, ME SPE and ME, on the one hand, and each of the Franchisee Parties, on the other hand, entered into separate settlement agreements for the purpose of causing the dismissal with prejudice of all Franchisee Arbitrations. Pursuant to the settlement agreements, MEF and ME SPE obtained a general release and discharge and covenant not to sue with respect to any claims of the Franchisee Parties relating to such respective Franchise Agreements, Clinics, and their relationship with MEF and/or ME SPE, including all claims asserted or which could have been asserted in the Franchisee Arbitrations by the Franchisee Parties, in exchange for paying a total of $3,950,000. The Franchisee Parties and their counsel will determine how the total consideration is divided. Additionally, as part of the settlement, ME SPE agreed that for the one year period after the first anniversary of the effective date of the settlement, before launching any new system-wide mandatory products or mandatory services, it would form an ad hoc committee of franchisees and franchisor representatives for the purpose of considering the launch of mandatory products or services and further agreed to have two representatives of the Envy Owners Association, an independent association of Massage Envy franchisees, serve as members of the committee. All of the Franchisee Arbitrations have been dismissed with prejudice as contemplated by the settlement.

Long Beach Envy, Inc., Tania Davies and Andrew Davies v. Massage Envy Limited, LLC, Massage Envy Franchising, LLC and ME SPE Franchising, LLC, American Arbitration Association, Case No. 01-20-0005-3414 (filed May 20, 2020).

A franchisee and owners of a franchised location in Long Beach, CA filed an action seeking in excess of $3 million in compensatory and punitive damages, as well as injunctive relief, an accounting, rescission and attorneys' fees based on MEF's (i) alleged failure to permit claimants to exercise their contractual right of first refusal in connection with another franchised location that opened in claimants' exclusive territory in 2015, (ii) alleged breach of franchisee's territorial rights by selling a neighboring franchise whose territory overlapped with franchisee's territory; and (iii) alleged fraudulent inducement of franchisees' entry into a 2020 side letter agreement in connection with franchisees' renewal of their Long Beach franchise. The arbitration demand alleges claims for breach of contract, breach of the implied covenant of good faith and fair dealing, breach of fiduciary duty, an accounting, and conversion. Claimants' Second Amended Statement of Claim includes claims for breach of contract, breach of the implied covenant of good faith and fair dealing, breach of fiduciary duty, an accounting, conversion, promissory fraud, and fraud in the inducement. The parties reached a settlement on August 11, 2022, in which MEF and other releasees obtained a general release from Claimants including all claims asserted in the arbitration or that relate in any way to the franchise agreements, in exchange for paying $700,000. The arbitration has been dismissed with prejudice as contemplated by the settlement.

Disclosures Regarding Affiliated Programs

The following affiliates who offer franchises resolved actions brought against them with settlements that involved their becoming subject to currently effective injunctive or restrictive orders or decrees. None of these actions have any impact on us or our brand nor allege any unlawful conduct by us.

The People of the State of California v. Arby's Restaurant Group, Inc. (California Superior Court, Los Angeles County, Case No. 19STCV09397, filed March 19, 2019).

On March 11, 2019, our affiliate, Arby's Restaurant Group, Inc. ("ARG"), entered into a settlement agreement with the states of California, Illinois, Iowa, Maryland, Massachusetts, Minnesota, New Jersey, New York, North Carolina, Oregon and Pennsylvania. The Attorneys General in these states sought information from ARG on its use of franchise agreement provisions prohibiting the franchisor and franchisees from soliciting or employing each other's employees. The states alleged that the use of these provisions violated the states' antitrust, unfair competition, unfair or deceptive acts or practices, consumer

protection and other state laws. ARG expressly denies these conclusions but decided to enter into the settlement agreement to avoid litigation with the states. Under the settlement agreement ARG paid no money but agreed (a) to remove the disputed provision from its franchise agreements (which it had already done); (b) not to enforce the disputed provision in existing agreements or to intervene in any action by the Attorneys General if a franchisee seeks to enforce the provision; (c) to seek amendments of the existing franchise agreements in the applicable states to remove the disputed provision from the agreements; and (d) to post a notice and ask franchisees to post a notice to employees about the disputed provision. The applicable states instituted actions in their courts to enforce the settlement agreement through Final Judgments and Orders, Assurances of Discontinuance, Assurances of Voluntary Compliance, and similar methods.

The People of the State of California v. Dunkin' Brands, Inc., (California Superior Court, Los Angeles County, Case No. E25636618, filed on March 19, 2019.)

On March 14, 2019, our affiliate, Dunkin Brands, Inc. ("DBI"), entered into a settlement agreement with the Attorneys General of 13 states and jurisdictions concerning the inclusion of "no-poaching" provisions in Dunkin' restaurant franchise agreements. The settling states and jurisdictions included California, Illinois, Iowa, Maryland, Massachusetts, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, Vermont, and the District of Columbia. A small number of franchise agreements in the Dunkin' system prohibit Dunkin' franchisees from hiring the employees of other Dunkin' franchisees and/or DBI's employees. A larger number of franchise agreements in the Dunkin' system contain a no-poaching provision that prevents Dunkin' franchisees and DBI from hiring each other's employees. Under the terms of the settlement, DBI agreed not to enforce either version of the no-poaching provision or assist Dunkin's franchisees in enforcing that provision. In addition, DBI agreed to seek the amendment of 128 franchise agreements that contain a no-poaching provision that bars a franchisee from hiring the employees of another Dunkin' franchisee. The effect of the amendment would be to remove the no-poaching provision. DBI expressly denied in the settlement agreement that it had engaged in any conduct that had violated state or federal law and, furthermore, that the settlement agreement should not be construed as an admission of law, fact, liability, misconduct, or wrongdoing on the part of DBI. The Attorney General of the State of California filed the above-reference lawsuit in order to place the settlement agreement in the public record, and the action was closed after the court approved the parties' stipulation of judgment.

New York v. Dunkin' Brands, Inc. (N.Y. Supreme Court for New York County, Case No. 451787/2019, filed September 26, 2019).

In this matter, the N.Y. Attorney General ("NYAG") filed a lawsuit against our affiliate, DBI, related to credential-stuffing cyberattacks during 2015 and 2018. The NYAG alleged that the cyber attackers used individuals' credentials obtained from elsewhere on the Internet to gain access to certain information for DD Perks customers and others who had registered a Dunkin' gift card. The NYAG further alleged that DBI failed to adequately notify customers and to adequately investigate and disclose the security breaches, which the NYAG alleged violated the New York laws concerning data privacy as well as unfair trade practices. On September 21, 2020, without admitting or denying the NYAG's allegations, DBI and the NYAG entered into a consent agreement to resolve the State's complaint. Under consent order, DBI agreed to pay $650,000 in penalties and costs, issue certain notices and other types of communications to New York customers, and maintain a comprehensive information security program through September 2026, including precautions and response measures for credential-stuffing attacks.

Other than the actions described above, and the actions described in Exhibit G (if any), no litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

Exhibit G to this Disclosure Document includes any bankruptcies that must be disclosed with respect to our Regional Developers.

Other than the bankruptcy cases disclosed in Exhibit G (if any), no additional bankruptcy information is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

We currently charge an initial franchise fee of $45,000 for the right to operate a Massage Envy Business. If this is your second or subsequent Massage Envy franchise, your initial franchise fee for the new Massage Envy Business will be reduced to $35,000. We participate in the International Franchise Association's Veterans Transition Franchise Initiative, otherwise known as "VetFran." As part of VetFran, we offer U.S. military veterans discounted initial franchise fees. If you are a veteran, the initial franchise fee is $36,000 ($9,000 discount) for your first franchise. If you are a veteran and you are purchasing your second (or subsequent) franchise, your initial franchise fee for the new Massage Envy Business will be $28,000 ($7,000 discount). Except as described in this Item 5, the initial franchise fee is uniform. You must pay us the initial franchise fee in a lump sum when you sign the Franchise Agreement, and the initial franchise fee is fully earned by us and is not refundable under any circumstances. We may collect referral fees from our preferred brokers in connection with the sale of a franchise.

ITEM 6
OTHER FEES

TYPE OF FEE[1]	AMOUNT	DUE DATE	REMARKS
Royalty	6% of Gross Sales [2]	Due on the day of each week we specify [3]	Based on Gross Sales during the previous week
P4 Technology Fees[4]	Charges for all available services will be approximately $1,198 per month if the Business has cable-enabled internet (Businesses without cable-enabled internet will see an increase in the total per month cost).	Due on the 24th day of the month following the install or receipt of each component associated with the P4 Technology	See note 6 below for a general description of the P4 technology components and associated fees.
Marketing Fund/ NAF Contributions	2% of Gross Sales	Due on the day of each week we specify	See Item 11 for information regarding the Marketing Fund/NAF. This Fund is interchangeably referred to as Marketing Fund or NAF.
Supplemental Marketing Fund	2% of Gross Sales	Due on the day of each week we specify	See Item 11 for information regarding the Supplemental Marketing Fund.

TYPE OF FEE[1]	AMOUNT	DUE DATE	REMARKS
Regional Advertising Cooperative Contributions[5]	Established by advertising cooperative members	Established by advertising cooperative members	See Item 11 for information regarding Regional Advertising Cooperatives. Franchisees are not required to contribute to the Regional Advertising Cooperative as long as the Supplemental Marketing Fund remains in effect.
Regional Advertising Cooperative Accounting Fee	1% of Total Monthly Contributions	Due on the day of each month we specify	This fee is charged to the Regional Advertising Cooperative if the cooperative requests and we agree to provide accounting services for the cooperative.
Additional Training or Assistance Fee	$250 per person per day plus expenses, but could increase if our costs increase	As incurred	You will be provided initial training at no additional charge, but we may charge you for (i) training newly-hired personnel, (ii) training materials in addition to those initially issued, (iii) refresher training courses, (iv) conventions and (v) any additional or special assistance or training you need or request.
Failure to Attend Convention or Program Fee	For each person who was required to attend, $400 per person per day for the duration of the convention or program	Upon demand	If you fail to attend the annual convention, we may charge you a fee of up to $400 per day for each person who was required to attend and failed to do so, multiplied by the number of days of the convention.
Opening Audit Fee	Up to $500, which may be charged to audit and certify a business' readiness to open, but could increase if our costs increase	As deemed necessary by us	See Section 2.G. of Franchise Agreement.
Refresh Site Survey Fee	$1,900, but could increase if our costs increase	Upon renewal or transfer triggering a required Refresh	Due upon invoice from us.
Refresh Architectural Plans Fee	$2,600, but could increase if our costs increase	Upon renewal or transfer triggering a required Refresh	Due upon invoice from us. Currently we retain a small portion of this fee (up to $200) with the remainder being paid by us to the third-party vendor who will produce the plans. We have the right to adjust the portion of the fee we retain. See Item 8 for information on the Refresh Program.
Successor Franchise Fee	2/3 of our then-current initial franchise fee	Before execution of successor franchise agreement	Due if you enter into a successor franchise agreement with us.

TYPE OF FEE[1]	AMOUNT	DUE DATE	REMARKS
Transfer Fee	2/3 of our then-current initial franchise fee	Before transfer completed	Due upon transfer of Franchise Agreement or controlling ownership interest in business entity Franchisee. For an assignment of a Franchise Agreement to a wholly-owned entity or where the existing owners are reallocating ownership interests among themselves (not more than a controlling ownership interest), we will charge you a reduced transfer fee of between $500-$2,500 to cover our administrative and legal costs to facilitate the transfer.
Audit	Cost of inspection or audit	As incurred	Due only if you do not give us reports, supporting records or other required information on time or you understate Gross Sales by more than 2%.
Interest	Lesser of 15% per annum or highest commercial contract interest rate law allows	As incurred	Due on all overdue amounts under Franchise Agreement.
Fines	Up to $500 per incident	Upon demand	Payable if you (i) fail to comply with a mandatory System Standard and you do not cure the non-compliance within the time period we require, (ii) after committing a default under the Franchise Agreement, you commit the same default under the Franchise Agreement within 6 months, or (iii) fail to operate your Business continuously during normal business hours during any day in which the Business is required to be open and operating without our consent. We will deposit all fines into the Marketing Fund for the benefit of all Franchisees. It is not our intention to profit from these fines.
Management Fee	Up to 8% of Gross Sales, plus costs and expenses	As incurred	Due if we or a Regional Developer manage your Business after you materially breach under the Franchise Agreement
Costs and Attorneys' Fees	Will vary with circumstances	As incurred	Due only if you do not comply with the Franchise Agreement
Indemnification	Will vary with circumstances	As incurred	You must indemnify us and others for any damages incurred if you breach the Franchise Agreement or if we and others are sued for claims relating to the operation of your Business.
New Product or Supplier Testing	Cost of Testing	As incurred	This covers the costs of testing new products or inspecting new suppliers you propose.
Insurance	Actual cost of premiums, plus your and our costs and expenses	As incurred	If you fail to obtain and maintain the insurance we require, and we elect to do so on your behalf, you must reimburse us.

TYPE OF FEE[1]	AMOUNT	DUE DATE	REMARKS
Late Fee and Dishonored Debits Fee	1.5% per month (late fee); $100 per incidence (dishonored debit) or insufficient funds in the bank account	As incurred	Late fee is due on all overdue amounts under the Meevo Subscription Agreement; dishonored debit fee is due on each incidence of dishonored debit or instrument of payment for insufficient funds or any time an ACH electronic debit is returned or prevented from being processed for any reason.
Rapid Response/D3	Approximately $90 per month, but could increase if our costs increase	Due on the day of each month we specify.	Franchisees are required to retain Redirect, LLC and use its Rapid Response services when investigating an allegation that could reasonably be construed to be a Code of Conduct Violation by a service provider. D3 is a customized incident reporting tool Franchisees are required to use to report all reportable events, including allegations that could reasonably be construed to be a Code of Conduct Violation.

Explanatory Notes

1. Except for the Regional Advertising Cooperative, Royalty fees, Marketing Fund contributions, Supplemental Marketing Fund contributions, site survey fee, P4 Technology Fees and transfer fees, all fees and charges are uniform and are imposed and collected by and payable to us. All fees are non-refundable. You will be required to sign an ACH Authorization Form (attached to the Franchise Agreement as Exhibit B) permitting us to electronically debit your designated bank account for payment of all fees payable to us as well as any amounts that you owe to us or our affiliates for the purchase of goods or services. You must ensure that there are sufficient funds available in your account for withdrawal before each due date.

2. "Gross Sales" means the total of all revenue and receipts derived from the operation of the Business, including all amounts received at or away from the site of the Massage Envy Business, or through or by means of the business conducted at your Massage Envy Business, such as fees for massage services, facial services, membership fees, fees for optional member services and charges, gift card sales, and revenue derived from product sales, whether in cash or by check, credit card, debit card, barter or exchange, or other credit transactions, but excluding only: (1) sales taxes collected from customers and paid to the appropriate taxing authority; (2) all customer refunds and credits your Business makes; and (3) tips received by massage therapists, stretch service providers and estheticians. Gross Sales also includes all amounts that third party marketing agencies or e-commerce marketplace groups such as, for example, Groupon, receive from your customers for marketing goods and services that these customers purchase from your Business (provided we have approved for such means or methods of marketing). "Gross Sales" also includes the full suggested retail price for any goods or services that are provided at a discount, other than discounts that are part of special programs recommended or approved by us.

3. If you do not report your Gross Sales for any week, we may debit your account for 120% of the Royalty that we debited for the previous week. If the Royalty we debit is less than the Royalty, you owe us (once we determine your actual Gross Sales for the week), we may immediately debit your account for the balance. If the Royalty we debit is greater than the Royalty, you owe us, we will credit the excess against the amount we otherwise would debit from your account during the following week, without interest.

4. Our predecessor, MEF, designed, developed, and/or acquired certain hardware, software, and related technology services for use in a Massage Envy Business (collectively referred to as the "P4 Technology"). The P4 Technology covers the following services: internet, managed network monitoring services with enhanced internet capability, enhanced security services, use and maintenance of proprietary digital

applications and enhancements, customized POS and member management system (Meevo Software), and centralized technology support services, help desk and technology compliance program. See below for a breakdown of the current P4 Technology Fees and see Item 11 for more information concerning the P4 Technology. Upon the termination of your Franchise Agreement, you will be required to continue to pay the monthly Meevo Software subscription fee and monthly Centralized Tech Solutions and Support Fee until the memberships or liabilities associated with the memberships are transferred to another Franchisee or fully funded.

FEE	AMOUNT	DESCRIPTION	PAYMENT OF FEE BEGINS:
Meevo Computer Software ("Meevo Software")	$215 monthly subscription fee	Meevo is our current POS software that is cloud-based and customized for our business. See Item 11 for information regarding the Meevo Software.	24th day of the month following the franchisee's "go live" date for the Meevo Software
Centralized Tech Solutions & Support Fee	$390 per month	Centralized technology support services, help desk, and technology compliance program. See Item 11 for additional information regarding our technology compliance program.	1st of the month following the Franchisee's "go live" date for Meevo Software
Internet Service Fee	$350 per month	Primary landline internet service and backup failover wireless service	24th of the month following the installation of network equipment for enhanced "P4 ready" internet circuit
Managed Network & Internet Fee	$83 per month	24x7 monitoring services for network equipment, landline internet, wireless backup, managed switch, dedicated backup IP address, troubleshooting, dispatch and maintenance of network hardware	24th of the month following the cutover to the network equipment and enhanced "P4 ready" internet circuit
Enhanced Security Fee	$37 per month	Additional security services including security incident and event monitoring and email filtering	24th of the month following the cutover to the network equipment and enhanced "P4 ready" internet circuit
App Development & Maintenance Fee	$122.50 per month	Use and maintenance of proprietary digital applications and enhancements	24th of the month following the receipt of P4 ready iPads

5. We may designate that a regional advertising cooperative will be instituted in any geographic area in which 2 or more Massage Envy Businesses are located (a "Regional Advertising Cooperative"). The Regional Advertising Cooperative's members include all Massage Envy Businesses operating within the applicable geographic region, including us and our affiliates, if applicable. All material decisions of the Regional Advertising Cooperative will require the affirmative vote of 51% of all Massage Envy Businesses operating within the Regional Advertising Cooperative's area (including those that we and our affiliates operate, if applicable), with each Massage Envy Business receiving 1 vote. We do not, and will not, have controlling voting power in any Regional Advertising Cooperative. Your Regional Cooperative may, with the majority vote of its members, engage in activities other than advertising and marketing including, but not limited to, therapist recruitment and promotion of massage therapy as a career, regional employee appreciation events, and joint purchasing or vendor arrangements. While the Marketing Fund and Supplemental Marketing Fund remain in effect and provided you make your required contributions to the Funds, you will not be required to contribute funds to any Regional Cooperative and you may choose, without any obligation, to spend amounts on advertising, marketing, and promotional programs for your Business in addition to your required contributions to the Marketing Fund and Supplemental Marketing Fund. However, should either the Marketing Fund and/or the Supplemental Marketing Fund be terminated for any reason, (a) you will be required to spend the amounts you were otherwise required to contribute to the terminated Fund(s), on advertising, marketing and promotional programs for your Business, which could include you deciding to make contributions to your Regional Cooperative and/or (b) we have the right to require that you make contributions to your Regional Cooperative in the same amounts as you previously contributed to the now-terminated Fund(s).

6. Over time some of the fees listed in dollar amounts in this Item 6 may be increased in situations where our costs have increased. Any such increase will be implemented on a going forward basis. The increase is not applied retroactively.

ITEM 7
ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE [1]	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee[2]	$45,000	Lump sum via wire	Contemporaneous with signing the Franchise Agreement	Us
Initial Opening Package [3]	$46,000 to $66,600	Lump Sum	Prior to Opening	Designated suppliers
Computer System [4]	$57,600 to $82,000	Lump Sum	Prior to Opening	Suppliers
Security Deposits [5]	$6,000 to $17,000	As agreed	Prior to Opening	Landlord and utility companies
Three Months' Lease Rent [6]	$13,000 to $32,200	Monthly	As agreed in lease or sublease	Landlord
Leasehold Improvements [7]	$287,000 to $554,000	Lump sum	Prior to Opening	Landlord or construction contractors
Exterior Signage (excludes interior signage that is part of the building materials included in Leasehold Improvements) [8]	$6,000 to $17,000	Lump sum	Prior to Opening	Suppliers

TYPE OF EXPENDITURE [1]	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Business Licenses and Permits [9]	$250 to $5,000	As required	Prior to Opening	Governmental agencies
Professional Fees[10]	$7,000 to $30,000	As agreed	Prior to Opening	Architects, lawyers and other professionals
Grand Opening Advertising Program	$15,000	As incurred	As incurred	Advertising sources
Insurance	$10,000 to $35,000	As agreed	Prior to Opening	Insurer
Initial Training[11]	$1,000 to $6,000	As incurred	As incurred	Third parties
Additional Funds– 3 months [12]	$61,000 to $75,000	As incurred	As incurred	Third parties and employees
TOTAL ESTIMATED INITIAL INVESTMENT [13]	**$554,850 to $980,000**			

Explanatory Notes

1. We are unaware of any amounts described above and payable to third party vendors/suppliers which are refundable, although there are circumstances when landlords will refund a tenant's security deposit at the end of the lease if the tenant has not defaulted or otherwise damaged the premises.

2. The initial franchise fee is $45,000 for your first Massage Envy Business. If this is your second or subsequent Massage Envy Business, your initial franchise fee is $35,000. If you qualify under the VetFran program described in Item 5, your initial franchise fee is $36,000 for your first Massage Envy Business and $28,000 for your second or subsequent Massage Envy Business. For purposes of the initial investment chart above, we have not applied any deductions to the initial franchise fee.

3. Before you open your Massage Envy Business, you must purchase the "Initial Opening Package" from our designated third-party distribution vendor. The Initial Opening Package includes but is not limited to: (i) most of your initial supplies (including massage lotions, oils, equipment for stretching and skin care services, uniforms, Hot Stone equipment and certain printed items); (ii) all of your initial inventory (retail skin and body care products, essential oils and gift items); and. (iii) massage tables and room equipment, All of these items are purchased through our designated third-party distribution vendor. We estimate that the total payments for the Initial Opening Package will range between $46,000 to $66,000, although the specific amount will vary based on the requirements of your particular Massage Envy Business. All amounts paid to our designated third-party distribution vendor for the Initial Opening Package are fully earned when paid and are not refundable under any circumstances. Our designated third-party distribution vendor pays us referral fees based on franchisee purchases of the Initial Opening Package and other items offered to franchisees.

4. The estimates shown reflect your cost for the purchase and installation of your computer system and related technological equipment. See Item 11 ("Computer System") for detailed information about the items that are included in this estimate. For your Massage Envy Business, the low estimate assumes you will have 5 computers and the high range assumes you will have 7 computers. See Items 6 and 11 for detailed information on the P4 Technology and the associated P4 Technology Fees. This estimate also includes configuration installation fees that must be paid to the computer and network hardware supplier (or to us if we arrange for installation services) as well as telecommunications (voice/internet), payment processing

equipment (and related service), phone systems, low-voltage cabling, sound equipment system, surveillance (audio/video) system, sound masking system, digital signage, overhead music, and messaging on hold. The estimate also includes the purchase of the required security system that must be operational at each Massage Envy Business.

5. The estimates shown include average security deposits required by the landlord. Your security deposit may be more or less depending on several factors including your creditworthiness and the location of your Massage Envy Business. Security deposits will tend to be higher in metropolitan areas like New York City and other large cities.

6. The estimates shown include 3 months' rent exclusive of CAMs, taxes and insurance. The estimates shown presume you will lease the premises for your Business, it will be located in a high-end retail shopping center, and range in size from 2,300 to 2,800 square feet. At least 4 of the Business's massage rooms will be dual purpose rooms for massage and skin care services. The expense of leasing will vary, depending upon the size of the premises, its location, landlord contributions, local real estate market conditions, and the requirements of individual landlords. See Section entitled "Massage Envy Business Requirements" in Item 11 for additional information. Rents will tend to be higher in metropolitan areas like New York City and other large cities.

7. The estimate shown does not include any construction allowances that may be offered by the landlord. The cost of leasehold improvements will vary widely depending upon the size and condition of the premises, if you are located outside of the 48 contiguous states and whether the premises is located in a metropolitan area, whether there are any existing and comparable leasehold improvements in the premises, the extent and quality of improvements requested by you over and above our minimum requirements, landlord's cash contribution to the cost of the improvements, whether you are required to use union labor, and the like. The amount of your leasehold improvements could differ if your specific construction or design elements deviate or exceed our criteria or if the costs of construction material and labor used in your geographic region (such as in a large metropolitan area like New York City or in a state like Hawaii) differ from the estimated cost range. Our estimate assumes that leased premises already will have pre-build-out attributes like permanent and/or non-support walls, HVAC units, base concrete floors and utilities. Our estimate also includes the architect fees associated with obtaining a site survey and plans. In 2022, the national average cost per square foot of leasehold improvements for new or converted Massage Envy Businesses was $166. Included in the build-out costs are certain build-out materials from our required suppliers. These build-out materials include (but may not be limited to): (i) millwork; (ii) flooring; (iii) artwork; (iv) furniture; (v) lighting; (vi) plumbing and electrical fixtures; (vii) ceiling and gird tile; and (viii) interior signage. We estimate the total payments to our required suppliers for build-out materials will range from $30,000 to $89,000 for Massage Envy Businesses, although the specific amount will vary based on the requirements of your particular Massage Envy Business. All amounts paid to required suppliers for the build-out materials are fully earned when paid and are not refundable under any circumstances. We may receive referral fees from our designated suppliers of build-out materials for their sale of products to Massage Envy Franchisees.

8. The quantity and size of the signage (building/pylon/monument) at each Massage Envy Business will vary based upon applicable building codes. Each franchisee will be required to maximize their signage based upon applicable building codes and landlord requirements or restrictions. This fee range represents from a single sign up to three signs.

9. In addition to various business licenses and fees you may incur in opening your Massage Envy Business, certain states may require that you file and post a bond if it is determined that your Business is considered a health spa.

10. We recommend that you engage an attorney, an accountant, and other consultants to help you in your due diligence activities prior to purchasing a Massage Envy Business.

11. This line-item estimates the travel and living expenses including airfare, which you will incur when you and one employee and/or partner attend the initial training program described in Item 11. It does not include any wages or salary for you or your employees during training.

12. This line-item estimates the fund needed to cover your initial start-up expenses during the first 3 months of operation (other than the items identified separately in the table). These expenses include payroll costs during this period, but not any draw or salary for you. However, this is only an estimate, and you might need additional working capital during the first 3 months you operate your Business and for a longer timeframe afterward. This 3-month period is not intended, and should not be interpreted, to identify a point at which your Business will break even. We cannot guarantee when or if your Business will break even. These expenses also include the P4 Technology Fees of approximately $1,198 per month, which includes cable-enabled internet service (and may be more if your Massage Envy Business's premises does not have access to cable-enabled internet). See Items 6 and 11 for information on the P4 Technology and the associated P4 Technology Fees. These figures are estimates and you may have additional expenses starting your Business. Your actual costs for initial start-up expenses during the Business' first 3 months of operation depend on many factors, including the following: (i) how closely you follow our methods and procedures; (ii) your management skill, experience, and business acumen; (iii) local economic conditions; (iv) the local market for your products; (v) the prevailing wage rate; (vi) competition; and (vii) the sales level reached during the initial period.

13. We relied on our franchisees operating Massage Envy Businesses who opened in the last 24 months to compile these estimates. You should review these figures carefully with a business advisor before deciding to acquire the franchise. Except as disclosed in Item 10, we do not offer direct or indirect financing for any part of the initial investment.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Sourcing Restrictions Generally

To maintain the quality of the services and goods that Massage Envy Businesses offer and sell, as well as the reputation and goodwill of our Marks, you must operate your Business according to our mandatory System Standards. The mandatory System Standards may regulate, among other things: (i) the types, models, and brands of products, marketing materials and services your Business uses; (ii) required and authorized products and services that your Business must offer; (iii) required and authorized product and service categories; (iv) designated and approved suppliers of these items and services; and (v) design, decor and layout specifications for a Massage Envy Business. We periodically may modify the mandatory System Standards and those modifications may obligate you to invest additional capital in the Massage Envy Business and/or incur higher operating costs.

You must develop the Massage Envy Business at your expense. You must purchase furniture, fixtures, office equipment, insurance policies, computer hardware/software and inventory that meet the specifications in our Operations Manual. You must also purchase certain goods and services only from approved or designated suppliers, including computer hardware and software, signage, marketing materials, software maintenance and support services, architectural and real estate brokerage services, credit card processing services, audio and visual services, security system and cameras, certain digital marketing services, and massage-related and facial-related furniture, products and other inventory items. As discussed in Item 7, you must purchase the Initial Opening Package from our designated third-party distribution vendor. See Item 7 for a description of the items that are included within this package. You must purchase

certain build-out materials from our required suppliers, all of which are listed in the Operations Manual (and may be modified from time-to-time based on available product, pricing, or other negotiated items). We may receive referral fees, commissions or other compensation for Franchisees' purchases from approved or designated suppliers. You must purchase certain branded print materials and marketing collateral from our designated supplier.

We restrict your sources of items and services in many cases to protect trade secrets and other intellectual property, help assure quality and a reliable supply of products meeting our standards, achieve better purchase and delivery terms, control third-party use of the Marks, and monitor the manufacture, packaging, processing, sale, and delivery of these items.

Of the total purchases that will be required to establish your Massage Envy Business, we estimate that between 90% and 95% of these purchases will be from approved or designated suppliers or will consist of items that must meet our specifications. We estimate that between 70% and 85% of your total purchases to operate your Massage Envy Business after opening, would be purchased from approved or designated suppliers or consist of items that must meet our specifications.

Standards and Specifications

Our standards and specifications may impose minimum requirements for delivery, performance, reputation, prices, quality, design, and appearance. We will notify you of any changes to, or the establishment of, specifications, or approved or designated suppliers, or the revocation of the approval of existing designated or approved suppliers. This notice may be disseminated to you by various means, including written or electronic correspondence, verbal or telephonic notification, amendments or updates to the Operations Manual, bulletins, and similar means of communication.

If you are acquiring an existing Massage Envy Business or entering into a successor franchise agreement, you are required to participate in the refresh program to bring the Massage Envy Business into compliance with our then-current specifications and standards (the "Refresh"). You will be required to pay a fee of $1,900 to complete a site survey and $2,600 to receive the architectural plans of the Business, which should result in the preparation of a pro-forma invoice and construction documents (collectively, the "Refresh Documents"). We receive up to $200 of this fee to offset the cost of administering the Refresh Documents. The Refresh Documents will define the scope of work necessary to complete the Refresh and you must complete the Refresh on or before the date established by us. Any and all remaining costs associated with the Refresh will be paid by you upon receipt of invoice from each required supplier (on the timeline designated by us), in accordance with their vendor payment terms.

Insurance

At your sole cost and expense, you must always procure and maintain in full force and effect during this Agreement's term, insurance policies in the minimum amounts required below, and shall provide us with proof of coverage on demand. You shall maintain the following insurance policies issued by carriers approved by us:

INSURANCE COVERAGE REQUIREMENTS – SINGLE UNIT FRANCHISEE				
Insurance Policy	**Description**	**Minimum Coverage Requirements**		
		Per Occurrence	***Aggregate***	***Deductible***
1. Commercial General Liability Insurance	Coverage against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of your Business.	$1,000,000	$2,000,000	$1,000
2. Automobile Liability and Property Damage	Coverage against all loss, liability, claim or expense of any kind whatsoever resulting from the use, operation, or maintenance of any automobiles or motor vehicles, owned, leased, or used by you, or your officers, directors, employees, partners or agents, in the conduct of your Business.	$1,000,000		
3. Professional Liability	Coverage due to errors or omissions in the performance of services under the Franchise Agreement.	$1,000,000	$2,000,000	$10,000
4. Sexual Misconduct and Molestation	Coverage against actual or alleged abuse, molestation, mistreatment, or maltreatment of a sexual nature, including but not limited to, any sexual involvement, sexual conduct or sexual contact, regardless of consent.	$1,000,000	$1,000,000	$50,000
5. Employment Practices Liability	Coverage that includes but is not limited to wrongful termination, discrimination (age, sex, race, disability, etc.) sexual harassment, wrongful discipline, failure to employ or promote and other employment related allegations.		$250,000	$25,000
6. Worker's Compensation and Employer's Liability		As required by law	As required by law	As required by law

INSURANCE COVERAGE REQUIREMENTS – MULTI-UNIT FRANCHISEE				
If you own multiple Businesses, the above requirements may be modified as follows:				
Insurance Policy	**Description**	**Minimum Coverage Requirements**	**Insurance Policy**	**Description**
		Per Occurrence	***Aggregate***	***Maximum Deductible***
Professional Liability	Coverage due to errors or omissions in the performance of services under the Franchise Agreement.			
Up to 4 locations		$1,000,000	$2,000,000	$50,000
5 to 9 locations		$1,000,000	$3,000,000	$100,000
10 or more locations		$1,000,000	$4,000,000	$100,000
Sexual Misconduct and Molestation	Coverage against actual or alleged abuse, molestation, mistreatment, or maltreatment of a sexual nature, including but not limited to, any sexual involvement, sexual conduct or sexual contact, regardless of consent.			
Up to 4 locations		$1,000,000	$1,000,000	$50,000
5 to 9 locations		$1,000,000	$2,000,000	$100,000
10or more locations		$1,000,000	$4,000,000	$100,000
Employment Practices Liability	Coverage that includes but is not limited to wrongful termination, discrimination (age, sex, race, disability, etc.) sexual harassment, wrongful discipline, failure to employ or promote and other employment related allegations.			
Up to 5 locations			$500,000	$50,000
More than 6 locations			$1,000,000	$50,000
TAIL INSURANCE – SINGLE UNIT & MULTI-UNIT FRANCHISEE				
If Franchisee's professional, sexual abuse and molestation and/or general liability insurance is on a claims-made form, then you shall purchase tail insurance extending for a period of at least three (3) years following the date of the sale, non-renewal or termination of its Business as follows:				
Insurance Policy	**Description**	**Minimum Coverage Requirements**	**Insurance Policy**	**Description**
		Per Occurrence	***Aggregate***	***Deductible***
Commercial General Liability Insurance	Coverage against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of your Business.	$1,000,000	$2,000,000	

Professional Liability	Coverage due to errors or omissions in the performance of services under the Franchise Agreement.	$1,000,000	$2,000,000	
Sexual Misconduct and Molestation	Coverage against actual or alleged abuse, molestation, mistreatment, or maltreatment of a sexual nature, including but not limited to, any sexual involvement, sexual conduct or sexual contact, regardless of consent.	$1,000,000	$1,000,000	
Up to 3 locations		$1,000,000	$1,000,000	$50,000
4 to 9 locations		$1,000,000	$2,000,000	$100,000
More than 10 locations		$1,000,000	$4,000,000	$100,000

In addition to the insurance described above, you also agree to carry insurance against the following: (a) fire and such other risks including, but not limited to, a standard "All Risk" policy of property insurance protecting against all risk of physical loss or damage, including without limitation, sprinkler leakage coverage in amounts not less than the actual replacement cost, covering all of franchisee's merchandise, trade fixtures, furnishing, wall covering, floor covering, carpeting, drapes, equipment and all items of personal property; (b) property coverage to include Tenant Building glass coverage; (c) property coverage to include a minimum limit of $25,000 Utility Services Direct Damage; (d) property coverage to include a minimum limit of $25,000 Utility Services Business Income; (e) property coverage to include a minimum limit of $15,000 sign coverage; (f) Property coverage to include a minimum limit of $50,000 Computer Hardwire & Software Coverage; (g) insurance policy to include a minimum limit of $25,000 Employee Dishonesty Coverage; (h) insurance policy to include a minimum limit of $25,000 Forgery & Alteration Coverage; (i) insurance policy to include a minimum limit of $20,000 Money & Securities Coverage; and (j) Business Interruption Insurance and Extra Expense – Business Interruption and extra expense limit covering not less than 75% of your annual revenue. Limit may also be written on Actual Loss Sustained.

You further acknowledge and agree that we may require you to carry any other insurance that we specify in the Manual or otherwise require from time to time.

Carriers. All insurance policies shall be issued by insurance carriers approved by us and are rated A-VIII or better by Alfred M. Best & Company, Inc. (or similar criteria as we periodically specify). All carriers must be licensed and approved in the state(s) where you operate your Business.

Waiver of Subrogation; Notification by Carrier. All required insurance policies must name us and our affiliates including, at a minimum, specifically named affiliates we designate in writing to you, our direct and indirect parent companies (and ours and our affiliates' members, owners, officers, directors, and employees), and, if applicable, your Regional Developer and its members, owners, officers, directors and employees), as additional insureds, contain a waiver by the insurance carrier(s) of all subrogation rights against us and your Regional Developer, and provide that we receive thirty (30) days prior written notice of termination, expiration, cancellation or modification of any such policy. Should any of your insurance companies fail to give us notice as required, then the policy of that company may be disapproved by us. In that event, you will be required immediately to find additional coverage satisfactory to us with an alternative carrier.

Modification of Coverage by Us. Upon ten (10) days' notice to you, we may increase the minimum protection requirement as of the renewal date of any policy, and require different or additional types of insurance at any time, including excess liability (umbrella) insurance, to reflect inflation, identification of

special risks, changes in law or standards or liability, higher damage awards or other relevant changes in circumstances. We may choose to temporarily reduce the minimum protection requirement for a variety of reasons (including but not limited to insurance market conditions), however, we may revert to the prior existing minimum protection requirements at any time following such a reduction upon ten (10) days' notice to you.

Certificate of Insurance; Coverage by Us. You shall furnish to us annually a copy of the certificate of insurance or other evidence of the renewal or extension of each such insurance policy required hereunder. If at any time you fail or refuse to maintain in effect any insurance coverage required by us, or to furnish satisfactory evidence thereof, we, at our option and in addition to our other rights and remedies under the Franchise Agreement, may, but need not, obtain such insurance coverage on your behalf, and you must promptly execute any applications or other forms or instruments required to obtain any such insurance and pay to us, on demand, any costs and premiums incurred by us and we may, at our option, debit your account for the amount of such costs or premiums. Your failure to provide insurance coverage as indicated will be considered a material event of default of your Franchise Agreement. Your obligation to obtain and maintain the insurance we require will not be limited in any way by reason of any insurance maintained by us, nor shall your performance of such obligations relieve you of any indemnification obligations contained in your Franchise Agreement. We reserve the right to request a copy of the certificate of insurance at any time to confirm coverage.

Proposing New Suppliers

If you want to use any item or service for or at your Business that we have not yet evaluated or buy or lease from a supplier that we have not yet approved (for items and services that require supplier approval), you first must send us sufficient information, specifications, and samples so we can determine whether the item or service complies with our mandatory System Standards and/or the supplier meets approved supplier criteria. We may charge you or the supplier our costs for the evaluation (see Item 6). We will notify you of our approval or rejection of a proposed item, service or supplier within a reasonable time, usually within 60 days after receiving all information we require. Supplier approval might depend on, among other things, product quality, prices, consistency, warranty, reliability, delivery frequency, service standards, financial capability, customer relations, and concentration of purchases with limited suppliers to obtain better prices and service. Approval might be temporary until we evaluate the supplier in more detail. We may revoke our approval of a supplier by notifying the supplier and you in writing. It is an event of default under your Franchise Agreement if you utilize unapproved products, services or suppliers in the operation of your Business.

Revenues of Franchisor

We and/or our affiliates may derive revenue based on your purchases and leases, including from charging you (at prices exceeding our and their costs) for services and products we or our affiliates sell you and from promotional allowances, volume discounts, and other amounts paid to us and our affiliates by suppliers we designate, approve, or recommend for some or all Massage Envy franchisees. We and our affiliates may use all amounts received from suppliers, whether or not based on your and other franchisees' prospective or actual dealings with them, without restriction for any purposes we and our affiliates deem appropriate. We also have the right to receive payments, like promotional allowances, volume discounts and other payments, from suppliers on account of their dealings with you and other franchisees.

We are the sole designated supplier for the Meevo Software (the only authorized point of sale software system) that you must use at your Business. We will sublicense the Meevo Software to you and provide related support and maintenance services as described in the Meevo Subscription Agreement, the form of which is attached to this Disclosure Document as Exhibit H. You will pay us the P4 Technology Fees for services provided directly by us or our designated third-party vendors. See Item 11 for detail regarding the

P4 Technology Fees. Currently, we are not an approved or designated supplier for any other goods or services that you are required to purchase.

For the fiscal year ended December 31, 2022, we had total revenues of $98,266,641. During the 2022 fiscal year, we received $5,324,670 for centralized tech solutions and support fees (not P4 Technology) paid by Massage Envy Businesses, $10,624,708 in P4 Technology Fees including fees associated with the Meevo Software, $10,324 in Advertising Cooperative Accounting Fees, $7,400 in fees for administering site surveys for the Refresh Program, and miscellaneous additional support fees of $1,121,880, totaling $17,088,982, which represented approximately 17.4% of our total revenues for the 2022 fiscal year.

In the fiscal year ending December 31, 2022, we earned amounts totaling $659,006 from approved and designated suppliers who provided goods or services to Massage Envy franchisees and $7,281,796 in referral fees from our designated third-party distribution vendor. In addition, we received supplier contributions for our annual franchise convention.

Our Officers' Interests in Suppliers

None of our officers owns a direct interest in any approved or designated supplier.

Purchasing Practices

There currently are no purchasing or distribution cooperatives. We and our affiliates negotiate purchase arrangements with suppliers (including price terms) for franchisees for some required items, which currently includes the massage tables, supplies, certain retail skin care products, certain marketing materials, certain services, and certain promotional items that you are required to use. We make no guaranty, warranty, or promise that we and our affiliates will obtain the best pricing or most advantageous terms on behalf of Massage Envy Businesses. We and our affiliates also do not guaranty the performance of suppliers of and distributors to Massage Envy Businesses. We are not responsible or liable if a supplier's or distributor's products or services fail to conform to or perform in compliance with the mandatory System Standards or our contractual terms with the supplier or distributor.

We do not provide material benefits (like successor franchise agreements or granting additional franchises) to franchisees for using designated or approved suppliers.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

OBLIGATION	SECTION IN AGREEMENT ("FA" – FRANCHISE AGREEMENT) ("MSA" – MEEVO SUBSCRIPTION AGREEMENT)	DISCLOSURE DOCUMENT ITEM
(a) Site selection and acquisition/ lease	FA: Sections 2(A) & 2(B) MSA: Not Applicable	Items 6, 7 and 8
(b) Pre-opening purchases/leases	FA: Sections 2(C) through 2(F) MSA: Not Applicable	Items 5, 6, 7, 8, and 11
(c) Site development and other pre-opening requirements	FA: Sections 2(C) through 2(F) MSA: Not Applicable	Items 5, 6, 7, 8, and 11
(d) Initial and ongoing training	FA: Sections 4(A) & 4(B) MSA: Not Applicable	Items 6, 7, and 11
(e) Opening	FA: Section 2(G) MSA: Not Applicable	Item 11
(f) Fees	FA: Sections 2(F), 3, 4(A), 4(B), 4(D), 8(A), 8(D), 8(F), 8(J), 9(B), 9(C), 11(B), 12(D)(7), 14, 15(A), 16(D) & 17(D) MSA: Section 3 & Section 4	Items 5, 6, and 7
(g) Compliance with standards and policies/Operating Manual	FA: Sections 2(C), 2(D), 4(C), 4(D) & 8 MSA: Not Applicable	Items 8, 11, 16 and Exhibit E
(h) Trademarks and proprietary information	FA: Sections 5 & 6 MSA: Section 1	Items 13 and 14
(i) Restrictions on products/ services offered	FA: Section 8(C) MSA: Not Applicable	Items 8, 11, and 16
(j) Warranty and customer service requirements	FA: Not Applicable MSA: Not Applicable	Not Applicable
(k) Territorial development and sales quotas	FA: Section 3(C) MSA: Not Applicable	Item 12
(l) On-going product/service purchases	FA: Section 8 MSA: Not Applicable	Items 6 and 8
(m) Maintenance, appearance and remodeling requirements	FA: Section 8(B) MSA: Not Applicable	Item 11 and 8
(n) Insurance	FA: Section 8(F) MSA: Not Applicable	Items 6, 7 and 8
(o) Advertising	FA: Sections 2(H) & 9 MSA: Not Applicable	Items 6, 7, 8, and 11
(p) Indemnification	FA: Section 16(D) MSA: Not Applicable	Item 6
(q) Owner's participation/ management/staffing	FA: Sections 4(A) & 8(A) MSA: Not Applicable	Items 11 and 15
(r) Records/reports	FA: Section 10 MSA: Not Applicable	Item 6

OBLIGATION	SECTION IN AGREEMENT ("FA" – FRANCHISE AGREEMENT) ("MSA" – MEEVO SUBSCRIPTION AGREEMENT)	DISCLOSURE DOCUMENT ITEM
(s) Inspections/audits	FA: Section 11 MSA: Not Applicable	Items 6 and 11
(t) Transfer	FA: Section 12 MSA: Sections 3	Item 17
(u) Renewal	FA: Section 13 MSA: Not Applicable	Item 17
(v) Post-termination obligations	FA: Section 15 MSA: Section 2	Item 17
(w) Non-competition covenants	FA: Sections 7, 12(D)(12) & 15(D) MSA: Not Applicable	Item 17
(x) Dispute resolution	FA: Sections 17(G) through 17(J) MSA: Not Applicable	Item 17
(y) Maximum prices	FA: Section 8(G) MSA: Not Applicable	Item 16

ITEM 10
FINANCING

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

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

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

As noted in Item 1, we have entered into a management agreement with MEF for the provision of support and services to Massage Envy Businesses. However, we remain responsible for all of the support and services required under the Franchise Agreement.

Before you open your Business, we, MEF or our Regional Developer (if applicable) will provide to you various pre-opening assistance relating to site review, identifying and approving your Territory (defined in Item 12), lease criteria and final review, development management for the construction of your Business, and occupancy management services regarding equipment and design requirements and guidelines, including the following:

1. Approve a site and a Territory around a site that meets our requirements. (Franchise Agreement, Section 2(A)). See section entitled "Massage Envy Business Requirements" for additional information.

2. Review a lease for the site that meets our requirements. (Franchise Agreement, Section 2(B)). Your lease must include our Lease Rider (Franchise Agreement, Exhibit D). You may not sign a lease we have not accepted. See section entitled "Massage Envy Business Requirements" for additional information.

3. Provide you with copies of our standard specifications for the design and layout of a typical Massage Envy Business and required leasehold improvements. (Franchise Agreement, Section 2(C))

4. Review and approve the construction documents that you have prepared for the construction of the site (you will be responsible for ensuring that the construction of the site complies with all applicable laws

including local building codes and the Americans with Disabilities Act). (Franchise Agreement, Section 2(C))

5. Identify the products, materials, supplies and services you must use to develop and operate your Business, the minimum standards and specifications that you must satisfy, and the designated and approved suppliers from whom you must or may buy or lease these items. We do not deliver or install any of these items. (Franchise Agreement, Sections 2(D), 2(E), 2(F), 4(D) & 8). See Item 8 for additional information.

6. Provide you with access to an operations manual, which contains mandatory policies and protocols as well as suggested procedures for the operation of your Business (collectively, the "Operations Manual"). Currently, we post the Operations Manual on our website or another restricted website to which you will be granted access at no additional charge. We reserve the right to disseminate some or all of the Operations Manual via other methods of delivery. The current table of contents of the Operations Manual is attached as Exhibit E to this Disclosure Document. The Operations Manual contains a total of 241 pages. (Franchise Agreement, Section 4(D))

7. Advise you on the grand opening marketing program for your Business and if we deem necessary, audit and certify your Business's readiness to open. (Franchise Agreement, Section 2(G)).

8. Initial training for your Managing Owner, Business Manager, and up to an additional three (3) of your management personnel which will introduce you to the Massage Envy Brand. (Franchise Agreement, Section 4(A) and 4(B)). For additional information, see Section below entitled "Training."

During your operation of your Business, we, MEF or our Regional Developer (if applicable) will:

1. Provide on-site advice, guidance and support for a period of up to 10 days during the opening and initial operations of your Business. (Franchise Agreement, Section 4(B))

2. Periodically advise you regarding the operation of your Business based on your reports or our inspections. We will advise you on standards, specifications, operating procedures and methods that Massage Envy Businesses use. We will provide guidance to you in our Operations Manual on our website, in bulletins or other written materials, by electronic media, by telephone consultation, and/or during consultations at our office or your Massage Envy Business. (Franchise Agreement, Sections 4(C) & 4(D))

3. Provide you, at your request and expense, additional or special guidance, assistance and training in exchange for the Additional Training or Assistance Fee. (Franchise Agreement, Section 4(B))

4. Periodically modify the Operations Manual to maintain the integrity of our brand and proper operation of the Franchise System as a whole. If there is a dispute over its contents, our master copy of the Operations Manual controls. The Operations Manual is confidential, and you may not copy, duplicate, record or otherwise reproduce any part of the Operations Manual. (Franchise Agreement, Section 4(D))

5. Issue and modify mandatory System Standards for Massage Envy Businesses. We may periodically modify mandatory System Standards and these modifications may require you to invest additional capital in your Business and/or incur higher operating costs. (Franchise Agreement, Sections 8(B), 8(C) & 8(J)). See section entitled "Massage Envy Business Requirements" for additional information.

6. Let you use our confidential information, which is more fully described in Item 14. (Franchise Agreement, Section 6)

7. Let you use our Marks, which are more fully described in Item 13. (Franchise Agreement, Section 5)

8. Periodically, and at our option, offer refresher training courses and required conventions, in which case you must pay us the Additional Training or Assistance Fee. (Franchise Agreement, Section 4(A))

9. Maintain and administer a formal Marketing Fund (the "Marketing Fund") and a separate supplemental marketing fund (the "Supplemental Marketing Fund") to pay for advertising, marketing, marketing materials, public relations programs, research and development and such other Franchise System development programs and activities that we deem appropriate from time to time. (Franchise Agreement, Section 9(A)). See Supplemental Marketing Fund Program Amendment, a copy of which is attached as Exhibit L to this Disclosure Document. The Supplemental Marketing Fund was established on January 1, 2022, and then current Massage Envy Businesses were given the option to contribute to the Supplemental Marketing Fund at that time. See Supplemental Marketing Fund Program Amendment attached as Exhibit L to this Disclosure Document. Prior to the establishment of the Supplemental Marketing Fund, since 2017, Massage Envy Businesses contributed between $1,100 - $1,500 to a National Marketing Cooperative, the exact amount determined, at least partially, according to each franchisee's Gross Sales. The National Marketing Cooperative was discontinued on December 31, 2021. See section below entitled "Supplemental Marketing Fund" for additional information.

Advertising and Marketing

So long as the Supplemental Marketing Fund (defined below) remains in effect, you are required to spend at least 4% of your annual Gross Sales on advertising, marketing and promotional programs for your Business (the "Minimum Marketing Spend"). You will meet your Minimum Marketing Spend Requirement by (x) contributing 2% of your annual Gross Sales to the Marketing Fund, and (y) contributing 2% of your annual Gross Sales to the Supplemental Marketing Fund, so long as the Supplemental Marketing Fund remains in effect.

Marketing Fund/NAF

Each Massage Envy Business (whether owned by us, a franchisee or a Regional Developer) must contribute to the Marketing Fund the amounts that we periodically require, which will not exceed 2% of the Massage Envy Business's Gross Sales. Massage Envy Businesses that we or our affiliates own must contribute to the Marketing Fund on the same percentage basis as Franchisees. We have the right to contribute to the Marketing Fund any advertising, marketing, or similar allowances paid to us by suppliers who deal with Massage Envy Businesses and who instruct us to use the allowances for advertising or marketing purposes. We will deposit into the Marketing Fund all fines that we collect from Franchisees for non-compliance with mandatory System Standards (we do not intend to profit from these fines). Except as described in this paragraph, we have no obligation to spend our own funds on marketing in your Territory.

We will designate, direct and have complete control over all advertising and marketing 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. The Marketing Fund may pay for: (i) preparing and producing video, audio and written materials and digital and electronic media (including Social Media (defined below)); (ii) administering regional and multi-regional marketing and advertising programs, including, without limitation, marketing contests, purchasing trade journal, direct mail, television, radio and other media advertising and using advertising, promotion and marketing agencies and other advisors to provide assistance; (iii) supporting public relations, market research and other advertising, brand promotion and marketing activities; (iv) development and improvements to our Website (as defined herein); (v) research, development and promotion for new products and services that may be offered at or for Massage Envy Businesses; and (vi) research, development and promotion to improve our mandatory System Standards, customer brand loyalty, our franchise system, including, but not limited to, safety and prevention efforts, assessments, and programs related to inappropriate conduct; guest relations and/or member/guest complaint programs (and associated

research or analytics); helping you to identify qualified individuals for massage therapist and other positions in the massage therapy and spa industries, and/or the massage therapy, spa, or wellness industry generally. The Marketing Fund will periodically give you samples of advertising, marketing and promotional formats and materials at no cost and will sell you multiple copies of these materials at its direct cost of producing them, plus any related shipping, handling and storage charges.

We will account for the Marketing Fund separately from our other funds and not use the Marketing Fund for any of our general operating expenses, except to reimburse us for the reasonable compensation and other benefits, administrative costs, travel expenses and overhead we incur in administering the Marketing Fund and/or any of its permissible activities referenced in the prior paragraph, including, without limitation, collecting and accounting for Marketing Fund contributions. The Marketing Fund is not our asset. The Marketing Fund is not a trust, and we do not owe you fiduciary obligations because of our maintaining, directing or administering the Marketing Fund or for any other reason. The Marketing Fund may spend in any fiscal year more or less than the total Marketing Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. We will use all interest earned on Marketing Fund contributions to pay costs before using the Marketing Fund's other assets. We will not use Marketing Fund contributions for advertising that principally is a solicitation for the sale of franchises, although the Marketing Fund may pay for improvements to our Website, which includes a section containing information for prospective franchisees. We will prepare an annual, unaudited statement of Marketing Fund collections and expenses and give you the statement upon written request. We may incorporate the Marketing Fund or operate it through a separate entity whenever we deem appropriate. The successor entity will have all rights and duties described here.

For fiscal year ended December 31, 2022, the expenditures by the Marketing Fund fell into the following categories: 18% on production (including internal and external agency fees), 42% on media placement, 15% on administrative expenses, and 25% for other purposes (including industry research, promotion of massage therapy careers, and website design and upgrades). Except for the agency commissions, which are included in the total payments from suppliers disclosed in Item 8, and certain services provided by our personnel on marketing programs, neither we nor our affiliates received payment for providing goods or services related to the Marketing Fund.

We intend the Marketing Fund to maximize recognition of the Marks and patronage of Massage Envy Businesses. Although we will try to use the Marketing Fund, in part, to develop advertising and marketing materials and programs, and to place advertising and marketing, that will benefit the franchise system. In managing the Marketing Fund, we need not ensure that Marketing Fund expenditures in or affecting any geographic area are proportionate or equivalent to the Marketing Fund contributions by Massage Envy Businesses operating in that geographic area or that any Massage Envy Business benefits directly or in proportion to its Marketing Fund contribution from the development or placement of advertising and marketing materials. We have the right, but no obligation, to use collection agents and institute legal proceedings to collect contributions to the Marketing Funds at the Marketing Funds' expense. We also may forgive, waive, settle and compromise all claims by or against the Marketing Fund. We assume no direct or indirect liability or obligation to you for collecting amounts due to, maintaining, directing or administering the Marketing Fund.

We may at any time defer or reduce the Marketing Fund contributions of a Franchisee (and can later reinstate the Marketing Fund contributions at any time) and, upon 30 days' prior written notice to you, reduce or suspend Marketing Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Marketing Fund. Any surpluses remaining in the non-terminated Marketing Fund shall remain in the Marketing Fund for future use. If we terminate the Marketing Fund, we will distribute all unspent monies to our franchisees, and to us and our affiliates, in proportion to their, and our, respective Marketing Fund contributions during the preceding 12-month period.

Supplemental Marketing Fund

Effective January 1, 2022, we established a Supplemental Marketing Fund for the purposes of funding centralized marketing and advertising efforts. Franchisees with active franchise agreements on the establishment date of the Supplemental Marketing Fund were given an option to participate in the Supplemental Marketing Fund.

Participation in the Supplemental Marketing Fund is mandatory. You must contribute 2% of your annual Gross Sales to the Supplemental Marketing Fund.

Subject to the Bylaws of the Massage Envy Supplemental Marketing Fund Council (which may be amended from time to time) we will administer the Supplemental Marketing Fund and may use funds in the Supplemental Marketing Fund to pay for a wide array of marketing, advertising, promotional, and public relations expenditures, which may include but are not limited to those expenditures for which the Marketing Fund can be used.

For fiscal year ended December 31, 2022, the expenditures by the Supplemental Marketing Fund fell into the following categories: 16% on production (including internal and external agency fees), 83% on media placement, 1% on administrative expenses, and 0% for other purposes (including industry research, promotion of massage therapy careers, and website design and upgrades). Except for the agency commissions, which are included in the total payments from suppliers disclosed in Item 8, and certain services provided by our personnel on marketing programs, neither we nor our affiliates received payment for providing goods or services related to the Supplemental Marketing Fund.

The Supplemental Marketing Fund is not a trust nor is it our asset and except as expressly provided herein, we do not owe you or any other franchisees contributing to the Supplemental Marketing Fund, any fiduciary obligations relative to its maintaining, directing, or administering the Supplemental Marketing Fund nor do we assume any direct or indirect liability or obligation to you for any other reason with respect to the Supplemental Marketing Fund. The Supplemental Marketing Fund funds will be maintained separately from our other funds. We need not ensure that expenditures from the Supplemental Marketing Fund in or affecting any geographic area are proportionate or equivalent to the contributions by Massage Envy franchised locations operating in that geographic area or that any Massage Envy franchised location benefits directly or in proportion to its contributions to the Supplemental Marketing Fund. We have the right, but not the obligation, to use collection agents and institute legal proceedings to collect contributions to the Supplemental Marketing Fund at the Supplemental Marketing Fund's expense. We may forgive, waive, settle, and compromise all claims by or against the Supplemental Marketing Fund. The Supplemental Marketing Fund may spend in any fiscal year more or less than the total contributions to the Supplemental Marketing Fund in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. We will use any interest earned on contributions to the Supplemental Marketing Fund to pay costs before using the Supplemental Marketing Fund's other assets. We may incorporate the Supplemental Marketing Fund or operate it through a separate entity whenever, and if, we deem appropriate, and any successor entity will have all of the rights and duties described here.

We may at any time defer or reduce contributions to the Supplemental Marketing Fund of a Massage Envy franchised location (and can later reinstate the contributions at any time) and, upon thirty (30) days' prior written notice to you, reduce or suspend contributions to the Supplemental Marketing Fund and operations for one or more periods of any length and terminate (and if terminated, reinstate) the Supplemental Marketing Fund. If we terminate the Supplemental Marketing Fund, we will distribute all unspent monies to the Massage Envy franchised locations in proportion to their respective contributions to the Supplemental Marketing Fund during the preceding twelve (12) month period. We shall have the right in our sole discretion to offset monies owed to you against any unpaid portion of your contribution to the Supplemental Marketing Fund.

You and Regional Cooperatives

While the Marketing Fund and Supplemental Marketing Fund remain in effect and provided you make your required contributions to the Funds, you will not be required to contribute funds to any Regional Cooperative and you may choose, without any obligation, to spend amounts on advertising, marketing, and promotional programs for your Business in addition to your required contributions to the Marketing Fund and Supplemental Marketing Fund. However, should either the Marketing Fund and/or the Supplemental Marketing Fund be terminated for any reason, (a) you will be required to spend the amounts you were otherwise required to contribute to the terminated Fund(s), on advertising, marketing and promotional programs for your Business, which could include you deciding to make contributions to your Regional Cooperative and/or (b) we have the right to require that you make contributions to your Regional Cooperative in the same amounts as you previously contributed to the now-terminated Fund(s).

We may designate a geographic area in which 2 or more Massage Envy Businesses are located as an area for a Regional Advertising Cooperative. The Regional Advertising Cooperative's members in any area will include all Massage Envy Businesses operating in the area, including us and our affiliates, if applicable. All Massage Envy Businesses within the Regional Advertising Cooperative must participate in the Regional Advertising Cooperative and are bound by its decisions. All material decisions of the Regional Cooperative will require the affirmative vote of fifty-one percent (51%) of all Massage Envy Businesses operating within the Regional Cooperative's area (including, if applicable, those operated by us and our affiliates), with each Massage Envy Business receiving one (1) vote. Your Regional Cooperative may, with the majority vote of its members, engage in activities other than advertising and marketing including, but not limited to, therapist recruitment and promotion of massage therapy as a career, regional employee appreciation events, and joint purchasing or vendor arrangements.

We may delegate to the Regional Advertising Cooperative's Regional Developer the authority to determine how any Advertising Cooperative is organized and governed, but the Regional Advertising Cooperative's members are responsible for its administration. We recommend that Regional Advertising Cooperatives operate according to written governing documents and prepare periodic financial statements that will be available to the members. We may form, change, dissolve, or merge Regional Advertising Cooperatives in our sole discretion.

Your (and your Regional Advertising Cooperative's) advertising, promotion, and marketing must (i) be completely clear, factual, and not misleading, (ii) conform to the highest standards of ethical advertising and marketing and (iii) comply with all advertising and marketing policies that we periodically prescribe. Before you use them, you must send us samples of all advertising, promotional, and marketing materials that we have not prepared or previously approved within the last 12 months. If we fail to affirmatively approve or disapprove of any materials within 15 calendar days of our receipt, we will be deemed to have approved the materials. You may not use any advertising, promotional, or marketing materials that we have not approved or have disapproved. Further, you may not market or advertise in violation of federal laws regulating advertising, such as the CAN-SPAM Act and the TCPA, and state advertising laws applicable to your franchise.

The restrictions on advertising apply to any information relating to us, you or your Massage Envy Business that you plan to use on a Website (as defined below) and to any changes to any Website information that we previously approved. You may not maintain a Website for your Business without our approval. At our option, you must discontinue any previously approved Website and/or sign any documents, submit any information and do any other things we reasonably require to participate in any Website we administer. We also may require you to obtain your own Website for your Business. For purposes of this Section, the term "Website" means an interactive electronic document, a mobile media or a social media tool or page or other Internet presence, contained in or utilizing a network of computers linked by communications software,

including the Internet, World Wide Web and any similar successor technology, including texting, social media promotions, postings or sites, such as Facebook, Twitter, TikTok and Yelp, and including any other electronic, mobile or digital device, method or system enabling the transmission of information.

You will be required to participate in all gift card, customer loyalty, customer feedback, or other promotional programs that we designate.

Advisory Council

We receive input and feedback from an advisory council originally established by MEF called the "National Franchise Advisory Board" or "NFAB" comprised of franchisee and/or Regional Developer representatives. Potential members of NFAB are self-nominated by the franchisees and then elected by the franchisees and/or appointed by us. NFAB serves in an advisory capacity only and does not have operational or decision-making power. We have the power to change or dissolve the NFAB in our sole discretion.

Computer System

You must use the designated computer equipment, applications, and communications equipment (collectively, the "Computer System") that we periodically designate for the operation of your Business. Currently, we require that you purchase computer hardware (5 to 7 workstations for each Massage Envy Business), receipt printers, credit card readers, barcode scanners, cash drawer, retail pole displays (when required), networked laser printer and networked multi-function copier/printer/fax/scanner, gigabit data switches, and firewalls, all of which shall meet our minimum specifications and standards. We will provide you with detailed specifications and policies for all hardware, software, accessories and components of the Computer System, including, but not limited to, specifications for virus protection, data backup, hardware warranties, minimum hardware/software and installation requirements.

We designed, developed, and/or purchased P4 Technology in order to negotiate competitive pricing and to maintain consistency in the brand and consumer experience within the Massage Envy franchise system. The P4 Technology includes the following additional hardware: tablets, tablet accessories, credit card processing machines, and receipt printers.

We estimate that the total initial cost to purchase your Computer System will range from $57,600 to $82,000 depending on the requested number of counter workstations and iPads and size of physical store footprint. The low estimate assumes you will have 5 computers and 16 iPads, and the high estimate assumes you will have 7 computers and 18 iPads for Massage Envy Businesses. This estimate also includes the installation, configuration and imaging fees that must be paid to the computer supplier, network hardware supplier or us (if we arrange for installation services).

Additional technology items may include voice and internet telecommunications, phone systems, sound equipment system, security system and cameras, surveillance (audio/video) system, sound masking system, overhead music, and messaging on hold. We estimate the total cost to purchase these items will range from $9,000 to $14,000.

The Computer System will generate and/or store member, accounting, and point of sale information. You must obtain the Computer System, software licenses, maintenance and support services, and other services related to the Computer System from the suppliers we specify (which may be limited to us or our affiliates). We may periodically modify and/or develop technical specifications and/or components of the Computer System. These modifications and/or developments may require you to purchase, lease, license and/or support new or modified computer hardware and/or software for the Computer System. The Franchise Agreement does not limit the frequency and/or cost of these changes, upgrades, or updates. We have no obligation to reimburse you for any Computer System failure, upgrade, or related shipping costs. Within

60 days after you receive notice from us, you must obtain the components of the Computer System that we designate and ensure that the Computer System, as modified, is functioning properly. Any upgrades, updates, maintenance or support during the initial years after you purchase your Computer System should be covered by the standard manufacturers' warranty. Except as otherwise disclosed in this Section titled "Computer System", including the support contract described below with respect to the Meevo Software, we are unaware of any required or optional maintenance, updating, upgrading or support contracts.

You will have sole and complete responsibility for: (1) the acquisition, operation, maintenance, and various general hardware and software upgrades including but not limited to Microsoft updates for the Computer System; (2) the manner in which your Computer System interfaces with our computer system and those of other third parties; (3) the installation, maintenance and support of the Computer System, although we may from time to time require or recommend third parties to provide these functions; and (4) any and all consequences that may arise if the Computer System is not properly operated, maintained, and upgraded including but not limited to virus and malware issues.

We may charge you a reasonable fee for development of proprietary software that we or our affiliates license to you and/or for other Computer System maintenance and support services that we or our designated partners provide to you. If we or our affiliates license proprietary software to you, or otherwise allow you to use similar technology, you will need to sign a software license agreement. Our current proprietary software packages (and the fees we charge) are listed below.

The Payment Card Industry ("PCI") Data Security Standard ("DSS") is a comprehensive set of requirements that applies to all merchants who accept credit cards that is designed to ensure the safe handling of payment cardholder data. Knowledge of as well as compliance with the PCI DSS is the responsibility of the Business. You must meet the requirements of the PCI DSS and maintain PCI compliance with the current version of the PCI DSS. You must make periodic efforts to maintain awareness of enhancements and changes to the PCI DSS. Except for the specific services provided by us in consideration for the technology fee you pay to us, you have complete responsibility for using all required tools and vendors to complete the ongoing PCI requirements, including, but not limited to, quarterly external security scans and annual Self-Assessment Questionnaires. You are responsible for all costs relating to PCI compliance and data security issues, such as security threats, breaches, and malware. It is your responsibility to alert the Information Technology department within 24 hours of suspected or confirmed data security breach so appropriate action can be taken to protect customer data.

The current point-of-sale software for the Computer System is the Meevo Software, which we sublicense to you. You will use this software for member management and accounting, point of sale, cash register, and credit card processing functions. We will have independent, unlimited access to the information the Computer System generates, tracks and stores. You must pay us a monthly $215 subscription fee and monthly $390 support fee, subject to change upon 6 months' prior notice. Additionally, in exchange for the support fee, we will provide you several services, including but not limited to support via the ServiceDesk and our extranet applications, cloud storage backup, and central security management and solutions. A copy of the Meevo Subscription Agreement you must sign is attached to this Disclosure Document as Exhibit H.

When your Massage Envy Business opens, you must pay P4 Technology Fees of $1,198, which includes cable-enabled internet service (and may be more if your Massage Envy Business does not have access to cable-enabled internet). On the 24th of each month we will ACH your account for the P4 Technology Fees, whether the Technology Investments are provided directly by us or a third-party vendor.

In connection with the receipt and installation of any of the P4 Technology, Franchisees are required to execute a Technology Investment and Billing Addendum to their Franchise Agreement, the form of which is attached to this Disclosure Document as Exhibit J.

Franchisees are required to purchase the Computer Systems (including the P4 Technology) through us or our approved or designated supplier, who will also warehouse and perform all necessary software application installations, updates, and security configuration prior to shipment, including installing the Meevo Software, and any other software associated with the P4 Technology Investments.

Massage Envy Business Requirements

You must purchase or lease the premises from which you will operate your Business. A Massage Envy Business typically ranges in size from 2,300 to 2,800 square feet. Before opening your Business, we must approve the site, build-out and design of the Massage Envy Business. We do not select the site for your Business. However, we do approve an area in which your site must be located, and we must approve the specific site you select within this area. Our real estate department will assist you in connecting with one of our preferred brokers that is knowledgeable about the specific criteria required to purchase or lease a site for a Massage Envy Business. The site must meet our criteria for demographics; traffic count; parking; ingress and egress; character of neighborhood; competition from, proximity to, and nature of other businesses; size; appearance; and other physical and commercial characteristics. We will approve or disapprove the proposed site for your Business within 30 days after our receipt of requisite materials concerning the site that you are required to provide to us. If we cannot agree on a site, we can terminate your Franchise Agreement. We must approve any real estate broker that you hire to assist you in finding a site and/or negotiating a lease or purchase agreement. We also must approve the terms of your lease before you sign it and your lease must contain the terms of our Lease Rider, Exhibit D to your Franchise Agreement. You may not demise or expand the site or relocate your Business without our prior approval. In reviewing a request to demise, expand, or relocate, we would consider all of the same factors we consider in evaluating your initial site.

Additionally, in some jurisdictions, notably large metropolitan cities like New York City, you will be required to use our designated real estate broker, permit expeditor, zoning attorney, and/or architect to assist you in locating and developing a site for your Business and for obtaining approval of the local governmental board that grants "relief" from the zoning code in the jurisdiction, thus making it potentially easier to obtain zoning variances and special permits that may be necessary before securing a site for your Massage Envy Business. The cost of a permit expeditor and zoning attorney (or both), if required, may range from $20,000-$50,000, or more. Either our Operations Manual will list those jurisdictions where a specific broker, permit expeditor, zoning attorney, and/or architect will be necessary, or we will otherwise inform you of this requirement and the name of the designated service providers for a given jurisdiction. Unless we agree otherwise in writing, you must use our designated service providers, if required.

We do not have a specific period of time within which you must find and secure an approved site. However, you are required to open and begin operating your Business within the earlier of 270 days after you sign the Franchise Agreement or 180 days after we approve the site. If you fail to meet this requirement, we can terminate your Franchise Agreement.

You may not remodel or significantly modify your Massage Envy Business without our prior written approval. You must maintain your Massage Envy Business in good condition at your expense, including cleaning, repainting and redecorating at the intervals we prescribe, repairing the Massage Envy Business on an as needed basis, and repairing or replacing worn-out or obsolete equipment. There are no limitations on the cost or frequency of these obligations. In addition, we may require that you significantly remodel or modify your Massage Envy Business from time to time (including altering the appearance, layout, design and/or replacing equipment) to comply with our then-current mandatory System Standards. However, we will not require that you undertake any significant remodeling within the first 3 years of operation. There are no contractual limitations on the cost of these remodeling requirements.

Training

Before your Business opens, you will be provided approximately fifteen (15) days of initial training for your Managing Owner (defined in Item 15), Business Manager (defined in Item 15), and up to an additional three (3) of your management personnel, which will introduce you to the Massage Envy brand (the "Initial Training Program").

The Initial Training Program includes approximately 5 days of new franchisee training conducted in a classroom setting at the Massage Envy Franchise Support Center, located in Scottsdale, Arizona and/or at other locations we designate including a virtual setting, and 10 days of on-site training at your location conducted by field operations.

5 Day Onsite (or Virtual) New Franchisee Training: The subject-matter covered by the Franchise Support Center includes topics associated to: Delivering the Brand Promise, Managing the Business, and Leading Teams. The training materials will consist of the Operations Manual and additional training/onboarding guides. You will not be charged an additional fee for any of the training materials. Currently, we intend to offer this portion of the Initial Training Program periodically throughout the year as needed.

10 Day Onsite Training at your Location: your Regional Developer, if you have one servicing your territory, or someone else we designate, will provide 10 days of on-site training. This training is hands-on operational support and training on the P4 Technology (point of sales system), reporting and other systems that support your Business. Also, the representatives of our designated suppliers of skin care products and services will provide approximately 2-4 hours of training on product and service knowledge.

In the event your Business Manager does not attend New Franchisee Training, your Business Manager will be required to attend the then-current business manager training hosted by the Franchise Support Center ("**Business Manager Training**"). The Business Manager Training covers topics similar to the New Franchisee Training described above.

The individuals instructing the training programs mentioned above will vary, however all of our instructors will have relevant work experience in their designated subject area. Marissa Mitchell, Director of Learning and Development of MEF, is responsible for the overall coordination and delivery of the training program. Ms. Mitchell has more than 7 years' experience in her job and with respect to our training programs.

Your Managing Owner, your Business Manager, and the number of other management personnel we designate must complete the Initial Training Program and/or MELEX to our satisfaction and participate in all other activities that we require before opening your Business. At all times, your Business must have a Managing Owner and Business Manager who are fully qualified and have completed our training curriculum. Although we do not charge you a separate fee for the Initial Training Program or MELEX, you must pay all travel and living expenses that you and your personnel incur.

If we determine that your Managing Owner cannot complete the Initial Training Program to our satisfaction, then we reserve the right, in our sole discretion, to require your Managing Owner (or a successor Managing Owner that you appoint, and we approve) to attend additional training at your expense, and we will charge you the then-current additional training fee, per person per day. If we determine, in our sole judgment, that your Managing Owner (or a successor Managing Owner that you appoint) cannot complete the Initial Training Program to our satisfaction, then we may terminate your Franchise Agreement. If we determine that your Business Manager has failed to satisfactorily complete the Business Manager Training, you agree immediately to submit a substitute Business Manager to complete the training program to our satisfaction. You may be charged the per diem additional training fee for training programs furnished to individuals who replace a Business Manager or employee who has previously attended the Business Manager Training. You are responsible for all travel and living expenses while attending training.

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We may require you and/or your previously trained and experienced employees to attend up to 5 days of additional or refresher training courses each year and a national business meeting or convention up to 3 days per year at the times and locations we designate. We may charge the then-current additional training fee per person per date for these courses, conventions and programs. You are responsible for all travel and living expenses. In the event that you fail to attend the annual convention without our consent, we may charge you up to $400 per person per day for the duration of the annual convention. You are responsible for all travel and living expenses.

.**Opening**

We estimate that it will be approximately 9 months between your signing the Franchise Agreement and opening your Business, but the timing depends on a variety of factors, including: (i) the site's location and condition; (ii) the construction schedule for your Massage Envy Business; (iii) the extent to which you must upgrade or remodel an existing location; (iv) the delivery schedule for equipment and supplies; (v) completing training; (vi) obtaining insurance and all required licenses and permits; and (vii) complying with local laws and regulations.

You may not open your Massage Envy Business for business until: (i) we notify you that your Massage Envy Business is properly equipped; (ii) you and your personnel have completed pre-opening training to our satisfaction; (iii) you have paid all amounts due to us and our designated and approved vendors; (iv) you have obtained all required licenses and permits to operate your Business; and (v) you have given us copies of all insurance policies and evidence of coverage and premium payment. You must open and begin operating your Business within the earlier of 270 days after you sign the Franchise Agreement or 180 days after we approve the site. If a franchisee is unable to open in the required time period but is diligently attempting to comply with their opening obligations, it has been our practice to grant the franchisees additional time to open, although we have no obligation to grant additional time.

ITEM 12
TERRITORY

Identification and Description of Territory

You will operate your Business from a specific site that is approved by us. At the time you sign the Franchise Agreement or prior to our approval of your proposed Business location, we will provide you with an Exhibit "A" of your Franchise Agreement which will identify the geographic territory (the "Territory") that that we agree to grant you, which complies with our current general territory profile criteria for minimum population, minimum number of qualified households, age range of core customers and therapist availability. Currently, the minimum number of qualified households in a suburban and independent market is 7,500. A "qualified household" in a suburban market has average annual income exceeding $75,000 and a "qualified household" in an independent market has average annual income exceeding $50,000. We would consider granting a franchise for a territory that includes fewer than 7,500 qualified households in certain circumstances. We may also consider granting franchises in Captive Venues (as defined below), although we would anticipate modifying certain terms of the franchise offering if we sold a franchise to operate in a Captive Venue. The size and shape of your Territory will also take into consideration the specific market variables of your location, such as population density, core customer counts, market trends, traffic flow, the location of other Massage Envy Businesses and natural and man-made boundaries. The Territory will be described on Exhibit "A" of your Franchise Agreement by street map landmarks and compass directions, or by a radius of miles. We will work with you in an attempt to identify a mutually agreeable Territory. If you and we cannot agree on the Territory, we have the right to determine your Territory. You may not relocate your Business without our approval. A relocation site must meet our criteria for demographics and psychographics; traffic count; parking; ingress and egress; character of

neighborhood; competition from, proximity to, and nature of other businesses; size; appearance; and other physical and commercial characteristics.

Territory Rights

Your Territory will be subject to the limitations described below in the Section entitled "Limitations on Territorial Rights." Other than indicated in that Section, neither of us nor our affiliates will establish, or grant rights to other persons to establish another Massage Envy Business, the physical premises of which is located in your Territory.

Limitations on Your Ability to Solicit Customers

There are no limitations on your ability to solicit customers from outside of your Territory, except by the policy requirement that you offer the participation of neighboring Massage Envy Businesses. Upon proof that an individual is a valid and current member of another Massage Envy Business, you must allow any member of another Massage Envy Business to receive services at your Business at or below the reciprocity rates we specify and in accordance with the standards and specifications from time to time prescribed in the Operations Manual. The services requiring such mandatory reciprocity currently are: Massage, Total Body Stretch, Customized Facial, and other body care and facial services, all of which are subject to change. You may not offer or sell any products or services from any location other than your approved Massage Envy Business.

Limitations on Territorial Rights; Other Systems of Distributions

If we determine that the Territory could support an additional Massage Envy Business based on the population, demographics, psychographics, usage of massage and other skin care services, drive times, or other market or economic conditions in the geographic area that includes all or part of the Territory meeting our general criteria for an additional Massage Envy Business, then we will offer you a 30-day right of first refusal to purchase the additional Massage Envy Business. The right of first refusal will terminate with respect to that Massage Envy 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 Massage Envy Businesses; (3) we determine, in our sole discretion, that you lack the financial resources to develop and operate an additional Massage Envy Business; (4) you fail to sign a franchise agreement (containing our then-current terms and conditions) for the additional Massage Envy Business within 30 days of the date we deliver a franchise agreement to you for signature; (5) you or any Owner has had a franchise agreement terminated within the last nine (9) months that prevented the development of an additional Massage Envy Business within the Territory; or (6) you notify us that you do not wish to develop and operate an additional Massage Envy Business within your Territory. If any of these 6 conditions apply, then we may establish or grant rights to another person to establish the additional Massage Envy Business within your existing Territory, which will cause the modification of your Territory so that each Business will have a Territory independent of the other. Exhibit A of your Franchise Agreement will be amended to reflect your modified Territory description. Except as otherwise described in this paragraph, you have no options, rights of first refusal, or similar rights to acquire additional franchises.

If anything happens that would allow us to terminate your Franchise Agreement, we may instead temporarily or permanently reduce the size of the Territory, in which case the restrictions on us and our affiliates described in this Item 12 will not apply in the geographic area that was removed from the Territory or modify your territorial rights before your Franchise Agreement expires or is terminated.

We (and any affiliates that we might have from time to time) may engage in any activities we deem appropriate that are not expressly prohibited by the Franchise Agreement, whenever and wherever we desire. We may open company or affiliate owned Massage Envy Businesses that operate under the Marks as long as they are not located in your Territory (except as otherwise provided in the preceding paragraph). Although we have no current plans to do so, we have the right to establish and operate similar or competitive businesses and grant rights to other persons to establish and operate similar or competitive businesses, on any terms and conditions we deem appropriate and at any locations (including within your Territory if the businesses are not Massage Envy Businesses operating under the Marks).

We may sell or license others to sell competitive or identical goods or services (whether under the Marks or under different trademarks) through any channel of distribution that is not a Massage Envy Business operating under the Marks (an "Alternative Channel of Distribution"). Examples of Alternative Channels of Distribution include sales of products via mail order, catalogs, toll free telephone numbers and electronic means including the Internet. Sales through Alternative Channels of Distribution are excluded from your territorial rights. This means that we may sell or license a third party to sell competitive or identical goods or services through Alternative Channels of Distribution (whether under the Marks or different trademarks) anywhere within your Territory. You are not entitled to any compensation for sales that take place through Alternative Channels of Distribution.

We also reserve the right to operate Massage Envy Businesses, or license others to operate Massage Envy Businesses, in Captive Venues. A "Captive Venue" means a non-traditional outlet for the sale of Massage Envy Business products or services that is located within, or is a part of, another establishment or facility that consumers may visit for a purpose other than purchasing the Massage Envy products or services. Examples of Captive Venues include outlets for Massage Envy products or services that are located in hotels, stadiums, college campuses or universities, airports, military bases, train stations, bus stations, or within other similar types of establishments. Captive Venues are excluded from your territorial rights. This means that we may operate or license a third party to operate a Massage Envy Business in a Captive Venue located anywhere within your Territory. You are not entitled to any compensation for sales that take place in Captive Venues within your Territory.

We also reserve the right to acquire, or be acquired by, one or more businesses or chains that may sell competitive or identical goods or services (whether through company locations, licenses or franchises). If we acquire a competitive business, the acquired business's locations may be converted into Massage Envy Businesses operating under the Marks regardless of their location, including within your Territory. Alternatively, we may allow the businesses to operate under different trademarks, including within your Territory. Similarly, if we are acquired by a competitive business, the acquiring business's locations may be located and operate within your Territory, regardless of whether they operate under the Marks or under different trademarks.

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.

Except as described in Item 1, we do not operate or franchise, or currently plan to operate or franchise, any business under a different trademark that sells or will sell goods or services similar to those that our franchisees sell. However, our affiliates, including the Affiliated Programs described in Item 1 and other portfolio companies that currently are or in the future may be owned by private equity funds managed by Roark Capital Management, LLC, may operate and/or franchise businesses that sell similar goods or services to those that our franchisees sell. Item 1 describes our current Affiliated Programs that offer franchises, their principal business addresses, the goods and services they sell, whether their businesses are franchised and/or company-owned, and their trademarks. All of these other brands (with limited exceptions) maintain offices and training facilities that are physically separate from the offices and training facilities of

our franchise network. Most of the Affiliated Franchise Programs are not direct competitors of our franchise network given the products or services they sell, although some are, as described in Item 1. All of the businesses that our affiliates and their franchisees operate may solicit and accept orders from customers near your business. Because they are separate companies, we do not expect any conflicts between our franchisees and our affiliates' franchisees regarding territory, customers and support, and we have no obligation to resolve any perceived conflicts that might arise.

Minimum Performance Requirements

You must conduct your Business to generate minimum Gross Sales of not less than $500,000 during any consecutive twelve (12) month period after the opening of your Business. Your failure to generate this level of Gross Sales within such consecutive twelve (12) month period of operation gives us the right to terminate the Franchise Agreement, or, in lieu of termination, to require you to operate under an approved business recovery plan.

ITEM 13
TRADEMARKS

You may use the Marks described below in operating your Massage Envy Business. The word "trademark" refers to trade names, trademarks, service marks, logos and trade dress. We own the following trademarks that were originally registered on the United States Patent and Trademark Office ("USPTO") principal register by MEF. These trademarks were assigned to us as part of the Securitization Transaction.

REGISTERED MARKS		
Trademark	**Registration Number**	**Registration Date**
MASSAGE ENVY	2852856	June 15, 2004
Massage Envy	3964196	May 24, 2011
HOT STONE ENVY (Word Mark)	4190806	August 14, 2012
HAPPY YOU YEAR	4764172	June 30, 2015
MASSAGE ENVY	4777326	July 21, 2015
MASSAGE ENVY SPA (and design)	3642686	June 23, 2009
MASSAGE ENVY SPA	3630863	June 2, 2009

REGISTERED MARKS		
Trademark	**Registration Number**	**Registration Date**
MASSAGE ENVY SPA (and design)	3882442	November 30, 2010
MASSAGE ENVY SPA (and design)	4417968	October 15, 2013
MASSAGE ENVY SPA (and design)	4417970	October 15, 2013
MASSAGE ENVY (and design)	5110495	December 27, 2016
	5110508	December 27, 2016
	5404103	February 20, 2018
	5944339	December 24, 2019
IF YOU DO ANYTHING WITH REGULARITY, YOU SHOULD GET MASSAGED WITH REGULARITY	6014714	March 17, 2020
KEEP YOUR BODY WORKING	6014713	March 17, 2020
CYME	6629424	January 25, 2022

PENDING APPLICATIONS	
Trademark	**Serial Number**
NOURISHING LIGHT	97289362
WHERE BETTER BEGINS	97239948

All required affidavits for the registered Marks for which we intend to maintain trademark registrations have been timely filed.

You must follow our rules when you use the Marks. You may not use any Mark (either the whole Mark or the word "Envy"): (i) in your corporate or legal business name; (ii) with any prefix, suffix or other modifying words, terms, designs, or symbols (except for those we license to you); (iii) in selling any unauthorized services or products; (iv) as part of any domain name, electronic address, metatag or otherwise in connection with a Website without our consent; or (v) in any other way we have not expressly authorized in writing.

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 principal Marks. No agreement significantly limits our right to use or license the Marks. We do not know of either superior prior rights or infringing uses that could materially affect your use of the Marks in any state.

You must notify us immediately of any actual or apparent infringement of or challenge to your use of any Mark, or of any person's claim of any rights in any Mark, and you may not communicate with any person other than us and our attorneys, and your attorneys, regarding any infringement, challenge or claim. We may take the action that we deem appropriate (including no action) and control exclusively any litigation, USPTO proceeding or other administrative proceeding from the infringement, challenge or claim, or otherwise concerning any Mark. You must assist us in protecting and maintaining our interests in the Marks and any litigation or USPTO or other proceeding.

If we believe at any time that it is advisable for us and/or you to modify or discontinue using any Mark and/or use one or more additional or substitute trade or service marks, you must comply with our directions within a reasonable time after receiving notice. We need not reimburse you for your expenses in complying with these directions (such as costs to change signs or replace supplies), for any loss of revenue due to any modified or discontinued Mark, or for your expenses of promoting a modified or substitute trademark or service mark.

We will reimburse you for all damages and expenses you incur in any trademark infringement proceeding disputing your authorized use of any Mark, provided your use has been consistent with the Franchise Agreement, the Operations Manual and the mandatory System Standards communicated to you and you have timely notified us of the proceeding and complied with our directions in responding to the proceeding. At our option, we and/or our affiliates may defend and control the defense of any proceeding arising from or relating to your use of any Mark. Upon termination of the Franchise Agreement for any reason, you must stop using the Marks in any manner.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents or patent applications are material to the franchise. We claim copyrights in the Operations Manual (which contains our trade secrets), advertising and promotional materials, posters, coupons, gift cards, signs and similar items used in operating a Massage Envy Business. We may also claim copyrights in all or a part of the Marks, Computer System components, our trade dress and other portions of the franchise system. We have not registered these copyrights but need not do so at this time. You may use these items only as we specify while operating your Business. We own all rights to these copyrighted materials, even if you prepare them, and you may not use any adaptation or derivative of any copyrighted materials without our approval.

There currently are no effective adverse determinations of the USPTO, the Copyright Office (Library of Congress), or any court regarding the copyrighted materials. No agreement limits our right to use or allow others to use the copyrighted materials.

We need not protect or defend copyrights, although we intend to do so if in our system's best interest. We may control any litigation or administrative proceeding involving copyrights. We need not participate in your defense or indemnify you for damages or expenses in a proceeding involving a copyright. We may require you to modify or discontinue using copyrighted materials and need not reimburse you for any costs you incur. Upon termination of the Franchise Agreement for any reason, you must stop using the copyrighted materials in any manner.

Our Operations Manual and other materials contain our confidential information. This information includes: (i) site selection criteria; (ii) methods, formats, specifications, standards, systems, business policies, procedures, sales and marketing techniques, knowledge, and experience used in developing and operating Massage Envy Businesses; (iii) marketing research and advertising, marketing and promotional programs for Massage Envy Businesses; (iv) knowledge of specifications for and suppliers of, and methods of ordering, certain equipment, products, materials, and supplies; (v) knowledge of the operating results and financial performance of Massage Envy Businesses other than your Business; (vi) customer communication and retention programs, along with data used or generated in those programs; (vii) graphic designs and related intellectual property; (viii) any other information periodically contained in your Computer System or information generated by, or used or developed in, the operation of your Business including customer names, addresses, telephone numbers, email addresses and related information; (ix) the financial terms contained in the Franchise Agreement; and (x) any other information we designate as confidential or proprietary.

You may not use any confidential information in any other business or capacity, whether during or after the term of the Franchise Agreement. You must keep all confidential information absolutely confidential during and after the term of the Franchise Agreement, may not use our confidential information in an unauthorized manner, and may not make any unauthorized copies of any confidential information. You may not sell, trade or otherwise profit in any way from our confidential information except during the Franchise Agreement's term using methods we approve. You must take reasonable steps to prevent improper disclosure of our confidential information to others, including restricting disclosure to your personnel. In order to protect our confidential information, you must cause each of your owners, directors, officers, management and supervisory employees, and other employees who have access to our confidential information, received training from us or whom we may reasonably require, to execute a confidentiality agreement consistent with the restrictions set forth in Section 6 of the Franchise Agreement. A recommended form of such confidentiality agreement (which you are not obligated to use) may be incorporated into the Operations Manual, however, if we do provide a recommended form and you choose to use it, it is your obligation to have it reviewed by your local attorney and otherwise to ensure it is valid

and enforceable under applicable law. It is your obligation to ensure that any form of confidentiality agreement that you utilize to comply with Section 6 of the Franchise Agreement is valid and enforceable under applicable law.

Confidential information does not include information, knowledge or know-how which is or becomes generally known in the industry or which you knew from previous business experience before we provided it to you or before you began franchise training or operating your Business. Anyone claiming one of these exclusions must prove that the exclusion is fulfilled.

You must promptly disclose to us all ideas, concepts, techniques or materials you create or develop relating to a Massage Envy Business. They will be our property and you must sign the documents we request and otherwise help us obtain intellectual property rights in them. We will be the sole owner of all customer accounts and information. Upon the expiration, termination or transfer of your franchise, you must transfer all customer agreements, accounts and related information to us or to the person that we specify.

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

You must designate one of your owners to serve as the "Managing Owner." The Managing Owner must hold at least a 20% ownership interest in the franchise (or the franchisee entity if the franchise is owned by an entity) and successfully complete our initial training program (see Item 11). The Managing Owner must be the primary manager of your Business. He or she may not engage in any other business or other activity, directly or indirectly, that requires any significant management responsibility or time commitments, or that may otherwise conflict with the Managing Owner's obligations under the Franchise Agreement.

You must also designate a general manager (the "Business Manager") of your Massage Envy Business. The Managing Owner may serve as the Business Manager, but we do not require that the Business Manager have an ownership interest in the franchise. The Business Manager will exert full-time efforts to fulfill your obligations under the Franchise Agreement and will not engage in any other business or other activity, directly or indirectly, that requires any significant management responsibility or time commitments, or that may otherwise conflict with your obligations under the Franchise Agreement. If the Managing Owner does not serve as the Business Manager, the Managing Owner need not exert full-time efforts in the day-to-day operations of your Business, but the Managing Owner is responsible for supervising all activities of the Business Manager. If the relationship of the Business Manager to you terminates or materially changes, you agree to promptly designate a replacement Business Manager, and the Managing Owner must assume all of the obligations of the Business Manager during the interim period. The initial Business Manager must successfully complete our initial training program before your Massage Envy Business opens for business. Any replacement Business Manager must complete our initial training program before engaging in any business pertaining to your Massage Envy Business. You must pay the charges that we establish for training programs furnished to any individual who replaces a previously trained Business Manager. Mandatory System Standards may regulate your Business's staffing levels and employee qualifications, training, dress and appearance, and we can require the Business Manager and other employees having access to our confidential information to sign Confidentiality Agreements. (See Item 14).

If you are a business entity such as a corporation or limited liability company, you will be personally bound by, and liable for the breach of, every contractual provision of the Franchise Agreement. If you are a corporation, each shareholder and spouse must sign the Guaranty; if you are a partnership, each general partner and spouse must sign the Guaranty; and if you are a limited liability company, each member and manager and spouse must sign the Guaranty.

We have no control or authority over your labor relations, including, among other things, employee selection, training, promotion, termination, discipline, hours worked, rates of pay, benefits, work assigned, or working conditions, or any other control over your employment practices. Your employees are under your control at your Business. You must communicate clearly with your employees in your employment agreements, human resources manuals, written and electronic correspondence, paychecks, and other materials that you are their employer and that we, as the franchisor of Massage Envy® Businesses, are not their employer.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must perform all services and offer all products that we periodically require for Massage Envy Businesses. You may not offer, sell or otherwise distribute any products or perform any services that we have not authorized. Our mandatory System Standards may regulate required and authorized products and services and product and service categories. We periodically may change required and/or authorized products and services and product and service categories. There are no limits on our right to do so. You may not sell any products or services at wholesale or through any channel of distribution other than retail sales at your approved Massage Envy Business. You must discontinue selling and offering for sale any products or services that we at any time disapprove in writing. You may not offer or sell any products or services from any location other than your approved Massage Envy Business. We also may periodically establish maximum and/or minimum prices for products and services that your Business offers, and if we do, you must charge the price that we establish.

We and our affiliates have the exclusive right, but not the obligation, to negotiate agreements with National Corporate Wellness Accounts (defined below) ("National Wellness Account") for the provision of goods and services by all Massage Envy Businesses. If we and our affiliates agree to terms with any National Wellness Account, you must provide products and services to all valid members of the National Wellness Account on those terms. If those terms include maximum prices, you may charge any prices you wish to the National Wellness Account's members up to, and including, the maximum prices. If any National Wellness Account contacts you regarding goods or services to be provided by you and/or other Massage Envy Businesses, you must forward to us all relevant information regarding the National Wellness Account. A "National Wellness Account" is any entity that would reasonably require the services of 2 or more Massage Envy Businesses to serve those persons represented by the National Wellness Account. By way of example, A National Wellness Account would likely be a large employer, an employer with multiple offices, or a health plan.

During the term of the Franchise Agreement, upon proof that an individual is a valid and current member of another Massage Envy Business, you must allow that member to receive massage and skin care services at your Massage Envy Business at or below the reciprocity rates we specify from time to time in the Operations Manual. Members of your Massage Envy Business will have similar reciprocal rights at all other Massage Envy Businesses. In order to maintain our national reciprocity system and consistent consumer and brand experience, each Massage Envy Business is required to utilize a structured offering, which may only be offered at a select number of pricing levels.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists certain important provisions of the franchise and related agreements pertaining to renewal, termination, transfer, and dispute resolution. You should read these provisions in the agreements attached to this Disclosure Document.

THE FRANCHISE RELATIONSHIP		
PROVISION	**SECTION IN AGREEMENT ("FA" – FRANCHISE AGREEMENT) ("MSA" –MEEVO SUBSCRIPTION AGREEMENT)**	**SUMMARY**
(a) Length of franchise term	FA: Section 1(B)	10 years
	MSA: Section 2	Terminates as of the effective date of Franchise Agreement termination.
(b) Renewal or extension of the term	FA: Section 13	If you have substantially complied with your Franchise Agreement during the initial term, and meet other requirements, you may acquire a successor franchise under our then-current terms.
	MSA: Not Applicable	You may not renew or extend the term beyond the term of the Franchise Agreement.
(c) Requirements for you to renew	FA: Section 13	Provide us appropriate notice of your election to acquire a Successor Franchise, maintain possession of the Site, meet our minimum standards for character, skill, aptitude, attitude, English language, business ability and financial capacity. You must also agree, among other requirements, to remodel the site to comply with our then-current standards, sign a general release (except as otherwise disclosed in the riders attached to this Disclosure Document), pay a successor fee and sign our then-current form of Franchise Agreement, which may contain materially different terms and conditions than the original Franchise Agreement.
	MSA: Not Applicable	Not Applicable
(d) Termination by you	FA: Not Applicable	Not Applicable
	MSA: Not Applicable	Not Applicable
(e) Termination by us without cause	FA: Not Applicable	Not Applicable
	MSA: Not Applicable	Not Applicable
(f) Termination by us with cause	FA: Section 14	We may terminate only if you or your owner's default.
	MSA: Section 2	On the effective date of such Franchise Agreement termination, the Subscription Agreement shall immediately terminate.

THE FRANCHISE RELATIONSHIP		
PROVISION	**SECTION IN AGREEMENT ("FA" – FRANCHISE AGREEMENT) ("MSA" –MEEVO SUBSCRIPTION AGREEMENT)**	**SUMMARY**
(g) "Cause" defined – curable defaults	FA: Section 14	You have 72 hours to cure the violation of any law relating to the ownership or operation of the Business; 10 days to cure monetary defaults and failure to maintain insurance; 90 days to find new site and secure lease if right of possession of premises is lost; and 30 days to cure any other default by you that, in our discretion, is subject to cure.
	MSA: Not Applicable	Not Applicable.
(h) "Cause" defined – non-curable defaults	FA: Section 14	Non-curable defaults include material misrepresentations or omissions; sale of unapproved products or services; failure to complete initial training satisfactorily; abandonment; unapproved transfers; conviction of a felony; interference with inspections; dishonest, unethical, offensive or illegal conduct; loss of license or permit; unauthorized use or disclosure of the Operations Manual or Confidential Information; fail to maintain minimum Gross Sales; unauthorized use of Marks or Copyrights; failure to pay taxes; understating Gross Sales; termination of financing agreement; failure to comply with Code of Conduct or related policies; and notice of termination under any other franchise agreement to which you or your affiliates are a party.
	MSA: Not Applicable	Not Applicable
(i) Your obligations on termination/nonrenewal	FA: Section 15	Obligations include paying us any and all accrued and unpaid and otherwise outstanding amounts; complete de-identification; transferring customer agreements accounts and related information; assigning telephone and other numbers, domain names, and Websites; and returning and stopping use of Confidential Information and other intellectual property (also see (o) and (r) below).
	MSA: Section 2	You must return to our vendor, MSI, all Meevo documentation in your possession.
(j) Assignment of FA by us	FA: Sections 12(A) & 12(B)	No restriction on our right to assign.
	MSA: Not Applicable	Not Applicable

THE FRANCHISE RELATIONSHIP		
PROVISION	**SECTION IN AGREEMENT ("FA" – FRANCHISE AGREEMENT) ("MSA" –MEEVO SUBSCRIPTION AGREEMENT)**	**SUMMARY**
(k) "Transfer" by you – defined	FA: Section 12(C)	Includes transfer of Franchise Agreement, sale of Business's assets, direct or indirect ownership interest or any pledge, mortgage, encumbrance, or assignment by operation of law.
	MSA: Section 3	Subscription Agreement may be assigned to a new franchisee (see (m) below)
(l) Our approval of transfer by you	FA: Section 12(C)	No transfer without our prior written consent and certain conditions must be met (see (m) below).
	MSA: Section 3	Not Applicable.
(m) Conditions for our approval of transfer	FA: Section 12(D)	You and your owners: (i) are in full compliance with your contractual obligations; (ii) pay us and third-party vendors all amounts due; (iii) sign release (except as otherwise disclosed in the riders attached to this Disclosure Document); (iv) pay transfer fee (unless paid by buyer); and (v) subordinate amounts due from buyer. Buyer and its owners: (i) meet our qualifications, (ii) complete training, (iii) sign the then-current franchise agreement and related documents (including the Guaranty); (iv) be in full compliance with all Massage Envy Franchise Agreements if a current Massage Envy franchisee; and (v) bring Business into compliance with current mandatory System Standards. We: (i) approve material terms; (ii) decline to exercise our right of first refusal; (iii) approve new franchisee and owners. Also see (r) below.
	MSA: Section 3	Subscription Agreement may be assigned upon sale or transfer of the franchise if you provide proper notice provided that (i) such transferee enters into a Subscription Agreement; and (ii) transferee pays MSI an Administration Fee of One Hundred Fifty (S150.00) Dollars prior to MSI granting access to the Services to said transferee.
(n) Our right of first refusal to acquire your business	FA: Section 12(H)	We may purchase your Business or such ownership interest for the price and on the terms and conditions contained in such offer, provided that certain requirements are met.
	MSA: Not Applicable	Not Applicable.

THE FRANCHISE RELATIONSHIP		
PROVISION	**SECTION IN AGREEMENT ("FA" – FRANCHISE AGREEMENT) ("MSA" –MEEVO SUBSCRIPTION AGREEMENT)**	**SUMMARY**
(o) Our option to purchase your business	FA: Sections 15(E)	We may buy the Business at fair market value after Franchise Agreement is terminated or expires; our option to purchase applies upon our termination for cause, your termination without cause or expiration of Franchise Agreement.
	MSA: Not Applicable	Not Applicable
(p) Your death or disability	FA: Section 12(F)	Franchise Agreement (or ownership interest in your Business) must be assigned to approved party within 9 months.
	MSA: Not Applicable	Not Applicable
(q) Non-competition during the term of the franchise	FA: Section 7	Neither you nor any of your Owners nor any member of the immediate family of any owner shall divert business to, have any ownership interest in, loaning money to, or performing services for, a Competitive Business anywhere ("Competitive Business" means any business that derives more than a nominal amount per year from services authorized for Massage Envy Businesses).
	MSA: Not Applicable	Not Applicable
(r) Non-competition covenants after the franchise is terminated or expires	FA: Section 15(D)	Neither you nor any of your Owners nor any member of the immediate family of any owner will have any direct or indirect interest (e.g., through a spouse) as a disclosed or beneficial owner, investor, partner, director, officer, employee, consultant, representative or agent, or in any other capacity, in any Competitive Business operating (i) at the Site, or (ii) within twenty-five (25) miles of the Site, or (iii) within twenty-five (25) miles of any other Massage Envy Business in operation or under construction on the date of the termination or expiration, as applicable (same restrictions apply after transfer).
	MSA: Not Applicable	Not Applicable
(s) Modification of the agreement	FA: Section 17(L)	No modifications without signed writing, except we may change Operations Manual and System Standards at any time. We may also unilaterally reduce the scope of any restrictive covenant imposed on you or your owners.

THE FRANCHISE RELATIONSHIP		
PROVISION	**SECTION IN AGREEMENT ("FA" – FRANCHISE AGREEMENT) ("MSA" –MEEVO SUBSCRIPTION AGREEMENT)**	**SUMMARY**
	MSA: Not Applicable	Not Applicable
(t) Integration/ merger clause	FA: Section 17(L)	Only the terms of Franchise Agreement and attachments to the Franchise Agreement are binding (subject to state law). Any representations or promises made outside the disclosure document, Franchise Agreement and attachments to the Franchise Agreement may not be enforceable.
	MSA: Not Applicable	Not Applicable
(u) Dispute resolution by arbitration or mediation	FA: Section 17(G)	Except for certain claims, we and you must first mediate and, if not resolved by mediation, arbitrate all disputes (except as otherwise disclosed in the riders attached to this Disclosure Document).
	MSA: Not Applicable	Not Applicable.
(v) Choice of forum	FA: Section 17(H)	All disputes must be brought in the county in which our principal place of business is located at the time the dispute arises (currently Maricopa County, Arizona) (except as otherwise disclosed in the riders attached to this Disclosure Document). If your state law prohibits us from restricting venue to a forum outside your state, then the parties may bring an action either in the county in which our principal place of business is located or in your home state (except as otherwise disclosed in the riders attached to this Disclosure Document).
	MSA: Not Applicable	Not Applicable
(w) Choice of law	FA: Section 17(A)	Arizona law governs (except as otherwise disclosed in the riders attached to this Disclosure Document).
	MSA: Not Applicable	Not Applicable

Applicable state law might require additional disclosures related to the information contained in this Item 17. These additional disclosures, if any, appear in Exhibit F.

ITEM 18
PUBLIC FIGURES

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

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

As of December 31, 2022, there were a total of 1,083 franchised Massage Envy Businesses open and operating and, of that number, 1,071 Massage Envy Businesses were in operation continuously throughout fiscal year 2022 and had been open and operating for at least 12 calendar months as of December 31, 2022. Our 2022 fiscal year was January 1, 2022 through December 31, 2022. 186 of these 1,071 Massage Envy Businesses reflect the new smaller size and layout for Massage Envy Businesses (ranging in size from 2,300 to 2,800 square feet) that prospective franchisees are required to develop moving forward. We call these 186 Massage Envy Businesses the "**Smaller Format Businesses**" in this Item 19.

For purposes of these Tables, "**Gross Sales**" means the total of all revenue and receipts derived from the operation of the Massage Envy Business, including, but not limited to, all amounts received at or away from the physical location of the Massage Envy Business, or through or by means of the business conducted at the Massage Envy Business, such as fees for massage services, facial services, membership fees, fees for optional member services and charges, gift card sales, and revenue derived from products sales, whether in cash or by check, credit card, debit card, barter or exchange, or other credit transactions, but excluding only (1) sales taxes collected from customers and paid to the appropriate taxing authority, (2) all customer refunds and credits your business makes, and (3) tips received by massage therapists and aestheticians. Without limiting the generality of the foregoing, "**Gross Sales**" includes all amounts that third party marketing agencies, such as, for example, Groupon, receive and retain from your customers for marketing products or services that these customers purchase from your business.

Table 1 presented below shows Gross Sales information from fiscal year 2022 for the 186 Smaller Format Businesses that were open and operational for at 1 year as of as of December 31. 2022.

TABLE 1
AVERAGE GROSS SALES FOR FISCAL YEAR 2022
FOR SMALLER FORMAT BUSINESSES OPEN 1 YEAR OR MORE

FRANCHISED MASSAGE ENVY BUSINESSES QUARTILES	AVERAGE GROSS SALES	NUMBER AND PERCENTAGE OF LOCATIONS ATTAINING OR EXCEEDING AVERAGE GROSS SALES IN 2022	MEDIAN GROSS SALES	HIGHEST GROSS SALES	LOWEST GROSS SALES
Top Quartile	$ 1,716,193	19 / 46 (41.3%)	$ 1,696,585	$ 2,436,232	$ 1,338,322
2nd Quartile	$ 1,148,210	23 / 47 (48.9%)	$ 1,131,882	$ 1,327,645	$ 984,598
3rd Quartile	$ 859.879	22 / 46 (47.8%)	$ 857,535	$ 966,717	$ 755,917
Bottom Quartile	$ 553,522	25 / 47 (53.2%)	$ 564,143	$ 753,621	$ 182,537
Total	$ 1,067,100	82 / 186 (44.1%)	$ 975,658	$ 2,436,232	$ 182,537

Tables 2, 3 and 4 presented below show Gross Sales information from fiscal year 2022 for the Smaller Format Businesses that were open and operating for various periods of time as of December 31, 2022: (i) at least 1 year, but not more than 5 years, (ii) at least 5 years, but not more than 10 years and (iii) at least 10 years.

Group A: Smaller Format Businesses Open 1-5 Years

Table 2 below reflects the Gross Sales during fiscal year 2022 for the 15 Smaller Format Businesses that first opened for business between January 1, 2018 and December 31, 2021, meaning they were open and in operation continuously for at least 1 year but not more than 5 years as of December 31, 2022.

TABLE 2
AVERAGE GROSS SALES FOR FISCAL YEAR 2022
FOR SMALLER FORMAT BUSINESSES OPEN 1-5 YEARS

FRANCHISED MASSAGE ENVY BUSINESSES QUARTILES	AVERAGE GROSS SALES	NUMBER AND PERCENTAGE OF LOCATIONS ATTAINING OR EXCEEDING AVERAGE GROSS SALES IN 2022	MEDIAN GROSS SALES	HIGHEST GROSS SALES	LOWEST GROSS SALES
Top Quartile	$ 1,137,007	2 / 3 (66.7%)	$ 1,241,030	$1,277,379	$ 892,612
2nd Quartile	$ 697,486	2 / 4 (50.0%)	$ 691,331	$ 843,138	$ 564,143
3rd Quartile	$ 414,815	1 / 4 (25.0%)	$ 387,341	$ 519,832	$ 364,747
Bottom Quartile	$ 286,154	3 / 4 (75.0%)	$ 302,026	$ 358,024	$ 182,537
Total	$ 600,323	6 / 15 (40.0%)	$ 519,832	$ 1,277,379	$182,537

Group B: Smaller Format Businesses Open 5-10 Years

Table 3 below reflects the Gross Sales during fiscal year 2022 for the 31 Smaller Format Businesses that first opened for business between January 1, 2013 and December 31, 2017, meaning they were open and in operation continuously for at least 5 years but not more than 10 years as of December 31, 2022.

TABLE 3
AVERAGE GROSS SALES FOR FISCAL YEAR 2022
FOR SMALLER FORMAT BUSINESSES OPEN 5-10 YEARS

FRANCHISED MASSAGE ENVY BUSINESSES QUARTILES	AVERAGE GROSS SALES	NUMBER AND PERCENTAGE OF LOCATIONS ATTAINING OR EXCEEDING AVERAGE GROSS SALES IN 2022	MEDIAN GROSS SALES	HIGHEST GROSS SALES	LOWEST GROSS SALES
Top Quartile	$ 1,295,684	2 / 7 (28.6%)	$ 1,159,703	$ 1,900,544	$ 1,057,959
2nd Quartile	$ 853,238	4 / 8 (50.0%)	$ 856,841	$ 943,226	$ 741,527
3rd Quartile	$ 652,652	6 / 8 (75.0%)	$ 666,635	$ 733,119	$ 516,019
Bottom Quartile	$ 400,085	3 / 8 (37.5%)	$ 390,291	$ 508,779	$ 305,720
Total	$ 784,438	13 / 31 (41.9%)	$ 733,119	$ 1,900,544	$ 305,720

Group C: Smaller Format Businesses Open 10+ Years

Table 4 below reflects the Gross Sales during fiscal year 2022 for the 140 Smaller Format Businesses that opened prior to January 1, 2013, meaning they were open and in operation continuously for at least 10 years.

TABLE 4
AVERAGE GROSS SALES FOR FISCAL YEAR 2022
FOR SMALLER FORMAT BUSINESSES OPEN 10+ YEARS

FRANCHISED MASSAGE ENVY BUSINESSES QUARTILES	AVERAGE GROSS SALES	NUMBER AND PERCENTAGE OF LOCATIONS ATTAINING OR EXCEEDING AVERAGE GROSS SALES IN 2022	MEDIAN GROSS SALES	HIGHEST GROSS SALES	LOWEST GROSS SALES
Top Quartile	$ 1,797,388	15 / 35 (42.9%)	$ 1,740,560	$ 2,436,232	$ 1,499,614
2nd Quartile	$ 1,253,463	16 / 35 (45.7%)	$ 1,245,119	$ 1,477,215	$ 1,096,288
3rd Quartile	$ 956,543	16 / 35 (45.7%)	$ 932,975	$ 1,089,983	$ 849,007
Bottom Quartile	$ 711,413	20 / 35 (57.1%)	$ 752,966	$ 842,398	$ 483,331
Total	$ 1,179,702	58 / 140 (41.4%)	$ 1,093,136	$ 2,436,232	$ 483,331

NOTES - ITEM 19 GENERALLY:

Some Massage Envy Businesses have sold or earned this amount. Your individual results may differ. There is no assurance that you will sell or earn as much.

The figures we used to complete the Tables of these financial performance representations were submitted to us by the franchisees operating the Massage Envy Businesses represented in the Tables. We have not audited or independently verified any of the financial reports or information we received from franchisees nor have we asked questions of the submitting franchisees to determine whether they are in fact accurate and complete, although we have no information or other reason to believe that they are unreliable. No certified public accountant has audited these figures or expressed his or her opinion concerning their content or form.

The data shown above is for Massage Envy Businesses throughout the franchise system, which includes various types of real estate locations. Sales, costs and profits can vary widely by location. These figures do not reflect the costs of sales, operating expenses or other costs or expenses that might be deducted from the Gross Sales figures to obtain your net income or profit.

Your sales will be affected by your own operational ability, which may include your experience with managing a business, your capital and financing (including working capital), continual training of you and your staff, customer service orientation, product quality, your business plan, and the use of professional advisors, e.g., an accountant, to assist you with your business plans. Your sales also may be affected by where the Massage Envy Business is located and site criteria, including traffic count, local household income, residential and/or daytime populations, ease of ingress and egress, parking, visibility of your location, physical condition of premises, number and type of other businesses around your location, competition, inflation, economic conditions and brand awareness.

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

We encourage you to consult with your own accounting, business, and legal advisors to assist you to prepare your budgets and projections, and to assess the likely or potential financial performance of your franchise. We also encourage you to contact existing franchisees to discuss their experiences with the system and their Massage Envy Business. Notwithstanding the information set forth in this financial performance representation, our existing franchisees can be a valuable source of information about franchise operations.

Other than in this Item 19, we do not make any additional representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any additional representations either orally or in writing. If you receive any additional financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Kristin Paiva, Legal Department, ME SPE Franchising, LLC, 14350 North 87th Street, Suite 200, Scottsdale, Arizona 85260, (480) 366-4100, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

TABLE 1 - SYSTEMWIDE OUTLET SUMMARY FOR YEARS 2020 TO 2022				
Outlet Type	**Year**	**Outlets at the Start of the Year**	**Outlets at the End of the Year**	**Net Change**
Franchised	2020	1154	1127	-27
	2021	1127	1109	-18
	2022	1109	1083	-26
Company-Owned	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Total Outlets	**2020**	**1154**	**1127**	**-27**
	2021	**1127**	**1109**	**-18**
	2022	**1109**	**1083**	**-26**

1. Our fiscal year ends on December 31st. All references to years in these Tables refers to December 31st of that year.
2. The outlets listed in this Table only refer to Massage Envy Businesses that were open on the relevant dates.

TABLE 2 - TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR YEARS 2020 TO 2022		
State	**Year**	**Number of Transfers**
Alabama	2020	0
	2021	3
	2022	3
Alaska	2020	1
	2021	0
	2022	0
California	2020	6
	2021	12
	2022	4
Connecticut	2020	0
	2021	3
	2022	0
Delaware	2020	0
	2021	1
	2022	0

TABLE 2 - TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR YEARS 2020 TO 2022		
State	**Year**	**Number of Transfers**
District of Columbia	2020	0
	2021	1
	2022	0
Florida	2020	2
	2021	15
	2022	6
Georgia	2020	0
	2021	1
	2022	2
Idaho	2020	0
	2021	0
	2022	3
Illinois	2020	0
	2021	4
	2022	0
Indiana	2020	1
	2021	0
	2022	3
Kansas	2020	0
	2021	0
	2022	1
Louisiana	2020	0
	2021	0
	2022	1
Maryland	2020	0
	2021	11
	2022	1
Massachusetts	2020	2
	2021	0
	2022	1
Michigan	2020	0
	2021	0
	2022	1

TABLE 2 - TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR YEARS 2020 TO 2022		
State	**Year**	**Number of Transfers**
Minnesota	2020	1
	2021	0
	2022	0
Missouri	2020	0
	2021	2
	2022	0
Montana	2020	2
	2021	0
	2022	0
Nebraska	2020	0
	2021	0
	2022	2
New Jersey	2020	0
	2021	7
	2022	2
New Mexico	2020	1
	2021	5
	2022	0
New York	2020	1
	2021	2
	2022	5
Nevada	2020	0
	2021	1
	2022	0
North Carolina	2020	0
	2021	2
	2022	0
Ohio	2020	0
	2021	3
	2022	5
Oregon	2020	2
	2021	0
	2022	0

TABLE 2 - TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR YEARS 2020 TO 2022		
State	**Year**	**Number of Transfers**
Pennsylvania	2020	0
	2021	8
	2022	1
South Carolina	2020	0
	2021	0
	2022	2
South Dakota	2020	0
	2021	1
	2022	0
Tennessee	2020	0
	2021	0
	2022	4
Texas	2020	3
	2021	23
	2022	10
Utah	2020	0
	2021	4
	2022	0
Virginia	2020	1
	2021	9
	2022	0
Washington	2020	8
	2021	0
	2022	1
Wisconsin	2020	2
	2021	0
	2022	0
Total [3]	**2020**	**35**
	2021	**118**
	2022	**58**

3. The transfers listed in this Table only refer to outlets that were transferred after opening. In addition to the transfers listed in the Table, 1 Franchisee transferred their franchise agreement for an unopened Massage Envy Businesses in 2022.

Table 3 - Status of Franchised Outlets For Years 2020 to 2022								
State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
Alabama	2020	13	0	0	0	0	0	13
	2021	13	0	0	0	0	0	13
	2022	13	0	0	0	0	0	13
Alaska	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Arizona	2020	39	0	0	0	0	0	39
	2021	39	1	0	0	0	0	40
	2022	40	1	0	0	0	0	41
Arkansas	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	1	0	0	0	4
California	2020	178	0	1	3	0	14	161
	2021	161	0	1	0	0	8	152
	2022	152	1	1	1	0	8	143
Colorado	2020	28	1	1	0	0	0	29
	2021	29	1	0	0	0	0	30
	2022	30	1	0	0	0	1	30
Connecticut	2020	14	1	0	0	0	0	15
	2021	15	0	0	0	0	0	15
	2022	15	0	0	0	0	0	15
Delaware	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4

Table 3 - Status of Franchised Outlets For Years 2020 to 2022								
State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
Florida	2020	98	1	0	0	0	0	99
	2021	99	2	0	0	0	0	101
	2022	101	5	0	0	0	0	106
Georgia	2020	35	0	0	0	0	0	35
	2021	35	0	0	0	0	2	33
	2022	33	0	0	0	0	1	32
Hawaii	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Idaho	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Illinois	2020	49	0	0	0	0	0	49
	2021	49	0	0	0	0	0	49
	2022	49	0	0	0	0	0	49
Indiana	2020	24	0	0	0	0	0	24
	2021	24	0	0	0	0	0	24
	2022	24	0	0	0	0	1	23
Iowa	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Kansas	2020	9	0	0	0	0	0	9
	2021	9	0	0	0	0	0	9
	2022	9	0	0	0	0	0	9

Table 3 - Status of Franchised Outlets For Years 2020 to 2022								
State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
Kentucky	2020	9	0	0	0	0	0	9
	2021	9	0	0	0	0	0	9
	2022	9	0	0	0	0	1	8
Louisiana	2020	15	0	0	0	0	1	14
	2021	14	0	0	0	0	0	14
	2022	14	0	0	0	0	0	14
Maine	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Maryland	2020	27	0	1	0	0	1	25
	2021	25	1	0	0	0	0	26
	2022	26	0	0	0	0	0	26
Massachusetts	2020	28	0	0	0	0	2	26
	2021	26	0	0	0	0	1	25
	2022	25	0	0	0	0	2	23
Michigan	2020	8	0	0	0	0	0	8
	2021	8	0	0	0	0	0	8
	2022	8	1	0	0	0	0	9
Minnesota	2020	23	0	0	0	0	0	23
	2021	23	0	1	0	0	0	22
	2022	22	0	0	0	0	0	22
Mississippi	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6

Table 3 - Status of Franchised Outlets For Years 2020 to 2022								
State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
Missouri	2020	18	0	0	0	0	0	18
	2021	18	0	0	0	0	0	18
	2022	18	0	0	0	0	0	18
Montana	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Nebraska	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
Nevada	2020	15	1	0	0	0	0	16
	2021	16	0	0	0	0	0	16
	2022	16	0	0	0	0	0	16
New Hampshire	2020	3	0	0	0	0	0	3
	2021	3	0	1	0	0	0	2
	2022	2	0	0	0	0	0	2
New Jersey	2020	46	0	0	0	0	1	45
	2021	45	0	1	0	0	0	44
	2022	44	0	0	0	0	3	41
New Mexico	2020	8	0	0	0	0	0	8
	2021	8	0	0	0	0	0	8
	2022	8	0	0	0	0	0	8
New York	2020	35	0	0	1	0	0	34
	2021	34	0	1	0	0	0	33
	2022	33	0	1	0	0	0	32

Table 3 - Status of Franchised Outlets For Years 2020 to 2022								
State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
North Carolina	2020	43	1	0	0	0	0	44
	2021	44	1	0	0	0	0	45
	2022	45	0	0	0	0	1	44
North Dakota	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	1	1
	2022	1	0	0	0	0	0	1
Ohio	2020	32	0	0	0	0	0	32
	2021	32	0	0	0	0	1	31
	2022	31	0	0	0	0	1	30
Oklahoma	2020	7	0	0	0	0	0	7
	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
Oregon	2020	15	0	2	0	0	1	12
	2021	12	0	0	0	0	2	10
	2022	10	0	0	1	0	4	5
Pennsylvania	2020	26	0	1	0	0	0	25
	2021	25	0	0	0	0	0	25
	2022	25	0	0	1	0	0	24
Rhode Island	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
South Carolina	2020	21	0	0	0	0	0	21
	2021	21	0	0	0	0	0	21
	2022	21	0	0	1	0	0	20

Table 3 - Status of Franchised Outlets For Years 2020 to 2022								
State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
South Dakota	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Tennessee	2020	23	0	0	0	0	0	23
	2021	23	0	0	0	0	0	23
	2022	23	0	0	0	0	0	23
Texas	2020	112	0	0	0	0	2	110
	2021	110	0	0	0	0	0	110
	2022	110	1	0	0	0	2	109
Utah	2020	16	0	0	0	0	0	16
	2021	16	1	0	0	0	1	16
	2022	16	0	0	0	0	0	16
Vermont	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Virginia	2020	43	0	0	0	0	2	41
	2021	41	1	1	0	0	3	38
	2022	38	0	0	0	0	0	38
Washington	2020	27	0	0	0	0	0	27
	2021	27	0	0	0	0	0	27
	2022	27	0	1	1	0	2	23
Washington DC	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1

Table 3 - Status of Franchised Outlets For Years 2020 to 2022								
State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
West Virginia	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Wisconsin	2020	12	0	0	0	0	0	12
	2021	12	0	0	1	0	0	11
	2022	11	0	0	0	0	0	11
Totals	**2020**	**1154**	**7**	**6**	**4**	**0**	**24**	**1127**
	2021	**1127**	**8**	**6**	**1**	**0**	**19**	**1109**
	2022	**1109**	**10**	**4**	**5**	**0**	**27**	**1083**

The outlets listed in this Table only include Massage Envy Businesses that opened for business during the relevant time period.

In addition to the transactions listed in this Table, during its 2020, 2021, and 2022 fiscal years, MEF terminated 1, 0, and 34 Franchise Agreements, respectively, due to Franchisees' failing to open their respective Massage Envy Businesses according to the deadlines required in their respective franchise agreements.

TABLE 4 - STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2020 TO 2022							
State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Outlets Reacquired From Franchisee**	**Outlets Closed**	**Outlets Sold to Franchisee**	**Outlets at End of Year**
Totals	**2020**	**0**	**0**	**0**	**0**	**0**	**0**
	2021	**0**	**0**	**0**	**0**	**0**	**0**
	2022	**0**	**0**	**0**	**0**	**0**	**0**

TABLE 5 - PROJECTED OPENINGS AS OF DECEMBER 31, 2022 FISCAL YEAR			
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**
Alabama	2	1	0
Alaska	0	0	0
Arizona	1	1	0
Arkansas	0	0	0
California	1	0	0
Colorado	1	0	0
Connecticut	0	0	0
Delaware	0	0	0
Florida	5	**4**	0
Georgia	0	0	0
Hawaii	0	0	0
Idaho	0	0	0
Illinois	0	0	0
Indiana	0	0	0
Iowa	0	0	0
Kansas	0	0	0
Kentucky	0	0	0
Louisiana	0	0	0
Maine	0	0	0
Maryland	0	0	0
Massachusetts	0	0	0
Michigan	0	0	0
Minnesota	0	0	0
Mississippi	0	0	0
Missouri	0	0	0
Montana	0	0	0
Nebraska	0	0	0
Nevada	1	0	0
New Hampshire	0	0	0
New Jersey	0	0	0
New Mexico	0	0	0
New York	1	1	0
North Carolina	3	1	0
North Dakota	0	0	0
Ohio	0	0	0
Oklahoma	0	0	0
Oregon	0	0	0
Pennsylvania	0	1	0
Rhode Island	0	0	0
South Carolina	1	0	0
South Dakota	0	0	0
Tennessee	1	1	0
Texas	0	0	0
Utah	1	0	0
Vermont	0	0	0
Virginia	0	0	0

TABLE 5 - PROJECTED OPENINGS AS OF DECEMBER 31, 2022 FISCAL YEAR			
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**
Washington	1	0	0
West Virginia	0	0	0
Wisconsin	0	0	0
Wyoming	0	0	0
TOTALS	**19**	**10**	**0**

A list of the names of all Franchisees and the addresses and telephone numbers of their Businesses as of December 31, 2022 is attached to this Disclosure Document as Exhibit C. A list of the names of all Regional Developers and the addresses and telephone numbers of their businesses as of December 31, 2022 is attached to this Disclosure document as Exhibit G.

The name, city, state and current telephone number (or if unknown, the last known home telephone number) of every Franchisee who had a Business terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement as of December 31, 2022 or who has not communicated with us or MEF within 10 weeks of the issuance date of this Disclosure Document is listed on Exhibit C.

The name, city, state and current business telephone number (or if unknown, the last known telephone number) of every Regional Developer who had a business terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement as of December 31, 2022, or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document is listed on Exhibit G. **If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.**

Confidentiality Clauses

Certain Franchisees that were terminated and reinstated for the purpose of selling their Unit had confidentiality clauses included in their reinstatement agreements (see Item 20, Footnote 4).

Franchisee Organizations

Part A: Franchisee Organizations We have Created, Sponsored, or Endorsed:

MEF created the National Franchise Advisory Board (the "NFAB") eight years ago, which consists of a group of franchisees and/or regional developers who, in a representative capacity, identify and address issues of concern with our management.

Part B: The following independent franchisee organizations have asked to be included in this Disclosure Document:

MECAFA
49950 Jefferson Street, Suite 130171
Indio, CA 92201
E-mail: president@mecafa.org

Envy Owners' Association
3111 Springbank Lane, Suite G
Charlotte, NC 28226
E-mail: envyownersassociation@gmail.com
Website: www.EOAhub.com

ME National Franchise Action Committee
4408 Balcones Drive
Austin, Texas 78731
Email: board@menfac.org

ITEM 21
FINANCIAL STATEMENTS

Exhibit A to this Disclosure Document consists of: (i) our audited balance sheets as of December 31, 2022, and 2021 and the related statements of income, changes in member's equity, and cash flows for the years ended December 31, 2022, December 31, 2021, and December 31, 2020; and (ii) our unaudited balance sheet as of March 31, 2023, and the related unaudited statements of income, changes in member's equity, and cash flows for the three-month period ended March 31, 2023.

ITEM 22
CONTRACTS

The following agreements are exhibits to this Disclosure Document or the Franchise Agreement:

1. Franchise Agreement – Exhibit B to Disclosure Document
2. State-Specific Riders to Franchise Agreement – Exhibit F to Disclosure Document
3. Meevo Subscription Agreement – Exhibit H to Disclosure Document
4. General Release – Exhibit I to Disclosure Document
5. Technology Investment and Billing Addendum – Exhibit J to Disclosure Document
6. Supplemental Marketing Fund Program Amendment – Exhibit L to Disclosure Document

ITEM 23
RECEIPTS

Our and your copies of the Franchise Disclosure Document Receipt are the last 2 pages of this Disclosure Document, Exhibit M.

EXHIBIT A

FINANCIAL STATEMENTS

[*See Attached*]

Financial Statements and Report of Independent Certified Public Accountants

ME SPE Franchising, LLC

December 31, 2022 and 2021

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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Board of Directors
ME SPE Franchising, LLC

Opinion

We have audited the financial statements of ME SPE Franchising, LLC (a Delaware limited liability company) (the "Company"), which comprise the balance sheets as of December 31, 2022 and 2021, and the related statements of income, changes in member's equity, and cash flows for the years ended, December 31, 2022, 2021, and 2020, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and 2021, and the results of its operations and its cash flows for the years then ended December 31, 2022, 2021 and 2020 in accordance with accounting principles generally accepted in the United States of America.

Basis for opinion

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

Responsibilities of management for the financial statements

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

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

Grant Thornton LLP is the U.S. member firm of Grant Thornton International Ltd (GTIL). GTIL and each of its member firms are separate legal entities and are not a worldwide partnership.

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

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

Grant Thornton LLP

Atlanta, Georgia
April 28, 2023

ME SPE Franchising, LLC

BALANCE SHEETS

December 31,

	2022	2021
ASSETS		
Current assets		
Cash	$ 2,947,735	$ 2,117,771
Receivables	2,071,656	2,424,558
Prepaid expenses and other current assets	395,369	432,487
Total current assets	5,414,760	4,974,816
Other assets	1,126,259	1,707,341
Intangible assets, net	151,062,664	172,477,206
Total assets	$ 157,603,683	$ 179,159,363
LIABILITIES AND MEMBER'S EQUITY		
Current liabilities		
Accounts payable	$ 275,187	$ 215,481
Other accrued expenses	771,830	621,199
Current portion of deferred revenue	1,914,816	2,020,613
Total current liabilities	2,961,833	2,857,293
Long-term liabilities		
Deferred revenue, net of current portion	7,937,780	9,878,101
Total long-term liabilities	7,937,780	9,878,101
Total liabilities	10,899,613	12,735,394
Member's equity		
Member's equity	146,704,070	166,423,969
Total member's equity	146,704,070	166,423,969
Total liabilities and member's equity	$ 157,603,683	$ 179,159,363

The accompanying notes are an integral part of these financial statements.

ME SPE Franchising, LLC

STATEMENTS OF INCOME

Years ended December 31,

	2022	2021	2020
Revenues			
Royalty fees	$ 69,933,374	$ 67,705,813	$ 48,479,894
Franchise fees	3,306,673	3,169,338	2,422,844
Technology fees	15,949,378	16,261,754	16,573,520
Referral fees	7,958,680	6,193,974	4,336,709
Other revenues	1,121,880	1,148,970	901,612
Total revenues	98,269,985	94,479,849	72,714,579
Cost of revenues			
Regional developer royalties	5,672,002	5,342,968	3,726,925
Regional developer commissions	710,698	784,973	684,131
Other cost of sales	8,333,883	8,152,860	8,192,019
Total cost of revenues	14,716,583	14,280,801	12,603,075
Gross profit	83,553,402	80,199,048	60,111,504
General and administrative expenses			
Management fees paid to Affiliate	13,718,802	12,618,035	7,107,147
Amortization of intangible assets	21,414,542	21,414,542	21,414,542
Other general and administrative expenses	193,241	185,487	290,260
Total general and administrative expenses	35,326,585	34,218,064	28,811,949
Income from operations	48,226,817	45,980,984	31,299,555
Other expense			
Interest paid to Affiliate	-	-	2,856
Total other expense	-	-	2,856
NET INCOME	$ 48,226,817	$ 45,980,984	$ 31,296,699

The accompanying notes are an integral part of these financial statements.

ME SPE Franchising, LLC

STATEMENTS OF CHANGES IN MEMBER'S EQUITY

Years ended December 31, 2022, 2021 and 2020

	Member's Equity
Balance, January 1, 2020	$ 210,260,869
Contributions from member	8,000,000
Distributions to member	(62,997,096)
Net income	31,296,699
Balance, December 31, 2020	186,560,472
Contributions from member	-
Distributions to member	(66,117,487)
Net income	45,980,984
Balance, December 31, 2021	166,423,969
Contributions from member	20,000
Distributions to member	(67,966,716)
Net income	48,226,817
Balance, December 31, 2022	$ 146,704,070

The accompanying notes are an integral part of these financial statements.

ME SPE Franchising, LLC

STATEMENTS OF CASH FLOWS

Years ended December 31,

	2022	2021	2020
Cash flows from operating activities:			
Net income	$ 48,226,817	$ 45,980,984	$ 31,296,699
Adjustments to reconcile net income to net cash provided by operating activities:			
Amortization of intangible assets	21,414,542	21,414,542	21,414,542
Changes in operating assets and liabilities:			
Receivables	352,902	(1,185,186)	2,520,449
Prepaid expenses and other assets	618,200	630,806	634,132
Accounts payable	59,706	1,914	(232,624)
Other accrued expenses	150,631	139,685	(455,496)
Deferred revenues	(2,046,118)	(762,433)	(1,794,309)
Net cash provided by operating activities	68,776,680	66,220,312	53,383,393
Cash flows from investing activities:			
Purchases of other intangible assets	-	-	-
Net cash used in investing activities	-	-	-
Cash flows from financing activities:			
Contributions from member	20,000	-	8,000,000
Distributions to member	(67,966,716)	(66,117,487)	(62,997,096)
Net cash used in financing activities	(67,946,716)	(66,117,487)	(54,997,096)
NET INCREASE (DECREASE) IN CASH	829,964	102,825	(1,613,703)
Cash at beginning of period	2,117,771	2,014,946	3,628,649
Cash at end of period	$ 2,947,735	$ 2,117,771	$ 2,014,946

The accompanying notes are an integral part of these financial statements.

NOTE 1 - NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

ME SPE Franchising, LLC ("The Company") was formed on March 15, 2019 as a Delaware Limited Liability Company in connection with a contemplated securitization transaction, which was completed on June 18, 2019 (see Note 2). The Company was formed for the purpose of holding (1) the rights and obligations of the franchisor under all existing and future Franchise, Development and Regional Developer Agreements, respectively, relating to the Massage Envy Brand, (2) all existing and future acquisitions of Intellectual Property and (3) all rights and obligations of certain material vendor contracts. The Company is a wholly owned subsidiary of ME Funding, LLC ("ME Funding"), which is a wholly owned subsidiary of ME SPE Holdco, LLC ("ME SPE Holdco"). The Company, together with ME Funding and ME SPE Holdco, are referred to as the "ME Securitization Entities." ME SPE Holdco is a wholly owned subsidiary of Massage Envy, LLC, which is a direct, wholly owned subsidiary of ME Holding Corporation ("the Parent").

Massage Envy Franchising, LLC ("ME Franchising") was formed on November 19, 2009, as a Delaware Limited Liability Company. ME Franchising manages and services the assets of the ME Securitization Entities in return for a management fee under a management agreement. The primary responsibilities of ME Franchising as the manager are to administer collection of royalties and other securitized revenues, and to perform certain franchising, operational and reporting services on behalf of the ME Securitization Entities with respect to the managed assets (See Note 6). ME Funding and ME Franchising are substantially dependent on the Company and its operations for sufficient cash flow to service debt, operating expenses and distributions. ME Franchising is a wholly owned subsidiary of the Parent.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in conformity with generally accepted accounting principles in the United States of America ("U.S. GAAP").

Cash and Cash Equivalents

The Company considers all short-term investments purchased with an original maturity of three months or less on the date of acquisition to be cash equivalents.

Fair Value Measurements

The guidance for fair value measurements establishes the authoritative definition for fair value, sets out a framework for measuring fair value and outlines the required disclosures regarding fair value measurements. Fair value is the price that would be received to sell an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date. The Company uses a three-tier fair value hierarchy based upon observable and non-observable inputs as follows:

Level 1 - Quoted market prices in active markets for identical assets or liabilities.

Level 2 - Inputs other than Level 1 that are either directly or indirectly observable.

Level 3 - Unobservable inputs developed using the Company's estimates and assumptions which reflect those that market participants would use.

At December 31, 2022 and 2021, the Company had no financial instruments that are measured at fair value.

In management's opinion, the carrying amounts of receivables and accounts payable approximate their fair values at December 31, 2022 and 2021 because of the short-term nature of these items.

Receivables

Receivables represent amounts due from franchisees for royalty fees and any other fees and charges that may be due from the franchisees and amounts due from third-party vendors for referral fees. These receivables are carried at the respective outstanding balances. Management believes all amounts at December 31, 2022 and 2021 to be fully collectible and, accordingly, has not recorded an allowance for doubtful accounts.

Impairment of Long-Lived Assets

The Company reviews the carrying values of its long-lived assets for possible impairment whenever events or changes in circumstances indicate that the carrying amount of assets to be held and used may not be recoverable. There were no impairment losses recorded for the years ended December 31, 2022, 2021 and 2020.

Revenue Recognition

The Company recognizes revenue in accordance with the terms of Accounting Standards Codification ("ASC") 606, *Revenue from Contracts with Customers* ("ASC 606"). ASC 606 requires revenue to be recognized in accordance with a five-step revenue model as follows:

(i) Identify the contract with the customer;

(ii) Identify the performance obligations in the contract;

(iii) Determine the transaction price;

(iv) Allocate the transaction price to the performance obligations; and

(v) Recognize revenue when the entity satisfies each performance obligation.

In applying the requirements of ASC 606, the Company determined that the franchise right granted for each Massage Envy location with a franchise agreement represents a single performance obligation. Therefore, all consideration within the franchise agreement is allocated to the franchise right and recognized over the term of the franchise agreement.

The Company generates revenues from, among other sources, franchise fees, regional developer fees, royalties, technology fees and referral fees. The Company applies the sales-based royalty exception under ASC 606 and, accordingly, recognizes royalties and referral fees as they are earned.

Franchise Fees, Regional Developer Fees and Royalties

Typically, the Company requires the entire initial franchise fee and regional developer fees to be paid upon execution of the franchise agreement or the regional developer agreement as the case may be. The Company has entered into franchise agreements and regional developer agreements typically with initial terms of 10 years.

Initial franchise fees for franchised locations, which include the right to offer and sell customized facial and skin care services, range from $45,000 for first-time franchisees to $35,000 for franchisees who are acquiring additional franchises. Initial franchise fees are recorded as deferred revenue when received and are recognized on a straight-line basis over the initial term commencing when the Massage Envy location is opened.

Once a franchised location is opened, the Company collects a weekly royalty fee, as stipulated in the franchise agreement, equal to a specified percentage of designated revenues of the franchised location. Such amounts are recorded as revenues as the franchise records sales.

Regional developers pay non-refundable fees to obtain the right to solicit prospective franchisees within a specified geographical region and in return, regional developers receive a percentage of the initial franchise fees and royalties that the Company collects from franchisees in the regional developer region. The regional developer's share of the initial franchise fee is recorded as prepaid expenses when paid and is recognized on a straight-line basis commencing when the Massage Envy location is opened.

The regional developer's share of royalties and franchise fees are recorded in cost of revenues in the accompanying statements of income when the related royalty and franchise fees are earned.

Technology Fees

Technology fees are earned by the Company on a monthly basis as the Company and ME Franchising (as manager) provide centralized technology services to franchisees. Such services include: internet, managed network monitoring services, security services, use and maintenance of proprietary digital applications and enhancements, a sublicense to point-of-sale and scheduling software and other related services for the benefit of the franchised locations.

Referral Fees

The Company offers franchised locations the ability to purchase certain equipment, supplies and regional and local advertising services with various unrelated third-party vendors. In return, the Company receives commissions or referral fees from some of these third-party vendors for such purchases and services, which are recorded as a component of revenue.

Assets Recognized from the Costs to Obtain a Contract with a Customer

The Company's policy is to expense costs to obtain a contract as incurred when the amortization period would have been one year or less. The Company records contract assets for the incremental costs of obtaining a contract with a customer if it expects the benefit of those costs to be longer than one year. Regional developer commissions are primary costs associated with the sale of franchise licenses, are amortized to cost of revenues over the life of the associated franchise agreement in the statements of income.

Income Taxes

The Company is a disregarded entity for income tax purposes and therefore, no tax provision has been recorded for the years ended December 31, 2022, 2021 and 2020.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from these estimates.

Recent Accounting Pronouncements

From time to time, new accounting pronouncements are issued by the Financial Accounting Standards Board or other accounting standard setting bodies, which the Company may adopt as of the specified date required by each standard. While the Company believes the impact of recently issued standards that are not yet effective will not have a material impact on its financial statements upon adoption, certain Accounting Standards Updates have not been fully evaluated.

Concentration of Credit Risk

Financial instruments that subject the Company to potential concentrations of credit risk consist principally of cash and receivables.

The Company maintains its cash in financial institutions that are subject to Federal Deposit Insurance Corporation ("FDIC") coverage. In the normal course of operations throughout the year, account balances in these financial institutions exceeded the limit of FDIC coverage. The Company has not experienced any losses on cash deposited with these financial institutions.

COVID-19

The COVID-19 global pandemic has led governments and authorities around the world to take various precautionary measures in order to limit the spread of COVID-19, including government-imposed quarantines, lockdowns, and other public health safety measures. The Company experienced a significant COVID-19 related impact on its financial condition and results of operations, primarily during the year ended December 31, 2020, which it mostly attributes to the business disruptions from mandated and voluntary closings of businesses and shelter-in-place orders.

As restrictions were lifted in 2021, business conditions improved as reflected in the Company's improved financial condition. New COVID-19 variants, and potentially increasing infection rates make the current COVID-related environment volatile and uncertain. The Company anticipates that the continuation of the pandemic and related restrictions and safety measures may result in continued impacts on its business that cannot be reasonably estimated at this time.

NOTE 2 - SECURITIZATION

On June 18, 2019, the ME Securitization Entities entered into a securitization transaction pursuant to which ME Franchising contributed all existing and future Franchise, Development and Regional Developer Agreements relating to the Massage Envy Brand, all existing and future acquisitions of Intellectual Property and all rights and obligations of certain material vendor contracts to the Company. Since ME Franchising and the Company are under common control, the contributions were recorded at book value. In connection with the securitization transaction, ME Funding issued $335,000,000 of term notes and $50,000,000 of variable funding notes. The net proceeds after transaction expenses were distributed to the Parent. The ME Securitization Entities have jointly and severally guaranteed the payment of each series of notes and the payment and performance of all other obligations of ME Funding.

The Company received an initial capital contribution of $218,154,337 consisting of $300,000 in cash and $217,854,337 in intangible assets (see Note 4) from ME Franchising. The contribution of intangible assets and cash are between entities under common control and are recorded at book value. No gain or loss has been realized on these transactions.

NOTE 3 - REVENUE

The Company recognizes revenue as the related performance obligations are satisfied. The Company generally recognizes revenue associated with franchise fees of locations over time. Royalties, technology fees and referral fees are generally recognized as the underlying franchisee sales occur.

Changes in deferred franchise fees were as follows:

	Years Ended December 31,		
	2022	2021	2020
Deferred revenue at the beginning of the period	$ 11,898,715	$ 12,661,148	$ 14,455,457
Revenue recognized during the period	(3,306,673)	(3,169,338)	(2,422,844)
New deferrals due to cash received	1,260,555	2,406,905	628,535
Deferred revenue at the end of the period	$ 9,852,597	$ 11,898,715	$ 12,661,148

The Company expects to recognize revenue in the future related to performance obligations for franchisee fees that are partially satisfied as follows:

Years Ending December 31:	
2023	$ 1,690,789
2024	1,569,474
2025	1,370,601
2026	1,152,152
2027	910,955
Thereafter	2,387,131
Deferred revenue for open locations	$ 9,081,102

Deferred revenue of $657,780 relates to the unsatisfied future performance obligations associated with unopened locations and is not included in the table above. The Company anticipates recognizing revenue over the terms of the respective franchise agreements, which are typically 10 years once the related locations are opened. In addition, deferred revenue of $113,715 relates to unsatisfied future performance obligations associated with training and development and is not included in the table above. The Company anticipates recognizing the revenue associated with training and development in 2023.

NOTE 4 - INTANGIBLE ASSETS

The intangible assets of the Company are comprised of trademarks, internet domain names, franchise rights, and customer relationships. Registered trademarks and internet domain names are not subject to amortization. However, the Company evaluates these intangible assets for impairment on an annual basis or more frequently if indicators of impairment are identified. The carrying value of franchise rights includes the franchise rights previously held by regional developers whose regional developer agreements were terminated.

The gross carrying amount and accumulated amortization of trademarks, internet domain names, franchise rights and customer relationships are as follows:

	December 31,	
	2022	2021
Intangible assets:		
Trademarks	$ 36,100,000	$ 36,100,000
Internet domain	1,800,000	1,800,000
Franchise rights	291,111,250	291,111,250
Customer relationships	7,800,000	7,800,000
Intangible assets, gross	336,811,250	336,811,250
Less: accumulated amortization:		
Franchise rights	(180,030,622)	(159,173,222)
Customer relationships	(5,717,964)	(5,160,822)
Intangible assets, net	$ 151,062,664	$ 172,477,206

Amortization expense for each of the years ended December 31, 2022, 2021 and 2020 was $21,414,452.

Estimated future amortization expense is as follows:

Years Ending December 31:	
2023	$ 21,414,542
2024	21,414,542
2025	21,274,904
2026	16,376,860
2027	5,651,739
Thereafter	27,030,077
	$ 113,162,664

NOTE 5 - DEBT GUARANTEE

In conjunction with the securitization transaction completed on June 18, 2019 (see Note 2), ME Funding issued $335,000,000 of Series 2019-1 Class A-2 Fixed Rate Senior Secured Notes (the “Class A-2 Notes”). In addition, ME Funding also entered into $50,000,000 of Class A-1 Variable Funding Notes (the “Class A-1 Notes” or the “Variable Funding Notes,” and collectively with the Class A-2 Notes, the “Series 2019-1 Notes”). The Series 2019-1 Notes are secured by substantially all assets of and guaranteed by the ME Securitization Entities.

Borrowings under the Class A-2 Notes bear interest at a fixed rate equal to 6.448%. Interest and principal on the Class A-2 Notes are due on a quarterly basis. The requirement to make such quarterly principal payments on the Class A-2 Notes is subject to certain financial conditions set forth in the Base Indenture. The legal final maturity date of the Class A-2 Notes is in July 2049. Unless the outstanding principal is prepaid, the Base Indenture provides for an anticipated repayment date for the Class A-2 Notes in July 2024. If ME Funding has not repaid or refinanced the Class A-2 Notes prior to the anticipated repayment date, additional interest will accrue pursuant to the base indenture. As of December 31, 2022, the outstanding balance of the Class A-2 Notes was $324,950,000.

Borrowings under the Class A-1 Notes bear interest at a variable rate equal to LIBOR plus 400 basis points. The Variable Funding Notes may also be used to issue letters of credit, which bear interest at a fixed rate equal to 4.0%. The Class A-1 notes also require a commitment fee of 0.5% on any undrawn amounts on the Class A-1 Notes. Interest and commitment fees on undrawn amounts are due on a quarterly basis. There are no principal payments required during the term of the Class A-1 Notes, which ends in July 2023, unless they are extended to July 2024 on behalf of ME Funding at any time prior to July 2023. Effective February 20, 2023, the Company elected to extend the maturity date of their Class A-1 Notes to June 30, 2024, under the existing agreement. As of December 31, 2022, there was $33,950,000 in drawn amounts and $15,960,000 of letters of credit outstanding, respectively. The outstanding letters of credit include a $5,650,000 interest reserve letter of credit, a $10,000,000 supplemental management expense letter of credit, and a $310,000 letter of credit to secure the office space of ME Franchising. The Company does not expect any material loss from these letters of credit as the Company does not anticipate any funds will be drawn thereunder by the beneficiaries thereof.

The Series 2019-1 Notes are subject to a series of covenants and restrictions that are customary for this type of transaction, including (i) debt service and securitized net cash flow coverage ratios, (ii) the maintenance of specific reserve accounts to be used to make required payments in respect of the Series 2019-1 Notes, and (iii) provisions relating to optional and mandatory prepayments. The Series 2019-1 Notes are also subject to customary rapid amortization events and events of default provided for in the base indenture. As of December 31, 2022, ME Funding was in compliance with all such covenants.

NOTE 6 - RELATED-PARTY TRANSACTIONS

As discussed in Note 2, the ME Securitization Entities entered into a securitization management agreement with ME Franchising to perform certain services on behalf of the Company. In exchange for the services, the ME Securitization Entities pay a management fee equal to the sum of (i) a base amount of $4,300,000 plus (ii) a fee of $11,585 for every integer multiple of $100,000 of aggregate retained collections over the preceding four quarterly collection periods. This management fee calculated cannot exceed 35% of the total retained collections for the preceding four quarterly collection periods and is divided by 52 and paid on a weekly basis. The Company paid $13,718,802, $12,618,035 and $7,107,147 in management fees to ME Franchising for the years ended December 31, 2022, 2021 and 2020, respectively, under the terms of the management agreement. During the year ended December 31, 2020, ME Franchising elected to waive a portion of the management fees otherwise payable. The aggregate amount of waived management fees for the year ended December 31, 2020 was $7,028,358. There were no management fees waived during the years ended December 31, 2022 or 2021.

NOTE 7 - COMMITMENTS AND CONTINGENCIES

Legal Proceedings

The Company is subject to legal proceedings and claims that arise in the ordinary course of business. Administration and oversight of these legal proceedings and claims are the responsibility of ME Franchising in its capacity as the manager. Administration and oversight of these legal proceedings and claims are the responsibility of ME Franchising in its capacity as the manager. The Company does not believe that the outcome of those matters will have a material adverse effect on the Company's financial position, operating results or cash flows. However, there can be no assurance such legal proceedings will not have a material impact.

NOTE 8 - SUBSEQUENT EVENTS

The Company discloses material events that occur after the balance sheet date but before the financial statements are issued. In general, these events are recognized in the financial statements if the condition existed at the date of the balance sheet, but are not recognized if the condition did not exist at the balance sheet date. The Company discloses non-recognized events if required to keep the financial statements from being misleading. Management evaluated events occurring subsequent to December 31, 2022 through April 28, 2023, the date these financial statements were available for issuance, and determined that no subsequent event disclosures were required.

THE FOLLOWING FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THEIR CONTENT OR FORM.

ME SPE Franchising, LLC
BALANCE SHEET
As of March 31, 2023
(UNAUDITED)

ASSETS	
Current assets	
Cash	$ 2,129,888
Receivables	1,723,188
Prepaid expenses and other current assets	361,090
Total current assets	4,214,166
Other assets	1,069,403
Intangible assets, net	147,499,478
Total assets	$ 152,783,047
LIABILITIES AND MEMBER'S EQUITY	
Current liabilities	
Accounts payable	$ 248,575
Other accrued expenses	518,698
Current portion of deferred revenue	1,702,223
Total current liabilities	2,469,496
Long-term liabilities	
Deferred revenue, net of current portion	7,845,726
Total long-term liabilities	7,845,726
Total liabilities	10,315,222
Member's equity	
Member's equity	142,467,825
Total member's equity	142,467,825
Total liabilities and member's equity	$ 152,783,047

ME SPE Franchising, LLC
STATEMENT OF INCOME
For the Three Months Ended March 31, 2023
(UNAUDITED)

Revenues		
Royalty fees	$	17,240,937
Franchise fees		509,938
Technology fees		3,952,435
Referral fees		2,105,719
Other revenues		276,795
Total revenues		24,085,824
Cost of revenues		
Regional developer royalties		1,369,069
Regional developer commissions		113,717
Other cost of sales		2,127,069
Total cost of revenues		3,609,855
Gross profit		20,475,969
General and administrative expenses		
Management fees paid to Affiliate		3,312,347
Amortization of intangible assets		5,363,186
Other general and administrative expenses		49,690
Total general and administrative expenses		8,725,223
NET INCOME	$	11,750,746

ME SPE Franchising, LLC
STATEMENTS OF CHANGES IN MEMBER'S EQUITY
For the Three Months Ended March 31, 2023
(UNAUDITED)

	Member's Equity
Balance, December 31, 2022	146,704,070
Contributions from member	1,800,000
Distributions to member	(17,786,991)
Net income	11,750,746
Balance, March 31, 2023	$ 142,467,825

ME SPE Franchising, LLC
STATEMENTS OF CASH FLOWS
For the Three Months Ended March 31, 2023
(UNAUDITED)

Cash flows from operating activities:	
Net income	$ 11,750,746
Adjustments to reconcile net income to net cash provided by operating activities:	
Amortization of intangible assets	5,363,186
Changes in operating assets and liabilities:	
Receivables	348,468
Prepaid expenses and other assets	91,135
Accounts payable	(26,612)
Other accrued expenses	(253,132)
Deferred revenues	(304,647)
Net cash provided by operating activities	16,969,144
Cash flows from investing activities:	
Purchases of other intangible assets	(1,800,000)
Net cash used in investing activities	(1,800,000)
Cash flows from financing activities:	
Contributions from member	1,800,000
Distributions to member	(17,786,991)
Net cash used in financing activities	(15,986,991)
NET INCREASE (DECREASE) IN CASH	(817,847)
Cash at beginning of period	2,947,735
Cash at end of period	$ 2,129,888

EXHIBIT B

FRANCHISE AGREEMENT

[*See Attached*]

ME SPE FRANCHISING, LLC
FRANCHISE AGREEMENT

_____
FRANCHISEE

_____
DATE OF AGREEMENT

_____
ADDRESS OF MASSAGE ENVY BUSINESS

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MASSAGE ENVY
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "**Agreement**") is made and entered into as of this _____ day of _____, 20___ (the "**Effective Date**"), by and between **ME SPE FRANCHISING, LLC**, a Delaware limited liability company, with its principal business address at 14350 North 87th Street, Suite 200, Scottsdale, Arizona 85260 ("**we**," "**us**" or "**our**"), and _____, a _____, with its principal business address at _____ ("**you**" or "**your**").

1. PREAMBLES, ACKNOWLEDGEMENTS AND GRANT OF FRANCHISE.

A. PREAMBLES.

(1) We and our affiliates have designed and developed valuable and proprietary formats and systems for the development and operation of personal health businesses under the name "Massage Envy" that offer total body care services, including massage therapy, stretch therapy, hot stone therapy and customized skin care services and related products and services offered or sold through a membership-based program.

(2) Currently we offer franchises under the Massage Envy name for the operation of the personal health businesses described above ("**Massage Envy Business**" or "**Business**").

(3) We have developed, use, promote and license certain trademarks, service marks and other commercial symbols for use in operating a Massage Envy Business, including "Massage Envy®" and we may create, use and license other trademarks, service marks and commercial symbols for use in operating a Massage Envy Business (collectively, the "**Marks**"). The term "Marks" also includes any distinctive trade dress used to identify a Massage Envy Business, whether now in existence or hereafter created.

(4) We have developed and license certain works and materials for which we 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 Envy Business, whether now in existence or created in the future (collectively, the "**Copyrights**").

(5) We offer franchisees who meet our minimum standards for character, skill, aptitude, attitude, business ability and financial capacity, the right to own and operate a Massage Envy Business offering the products and services we authorize (and only the products and services we authorize) and using our business system, business formats, methods, procedures, signs, designs, layouts, standards, specifications, retail products, Copyrights and Marks, all of which we may improve, further develop and otherwise modify from time to time (collectively, the "**Franchise System**").

(6) You have applied for a franchise to own and operate a Massage Envy Business, and we have approved your application relying on all of your representations, warranties and acknowledgments contained in the application and this Agreement.

B. GRANT OF FRANCHISE.

You have applied for a franchise to own and operate a Massage Envy Business within the geographic area that we identify (the "**Territory**"). The approximate size and shape of the Territory will be an area that complies with our current general Territory profile criteria for minimum population, number of qualified households, age range and therapist availability as well as the specific market variables of your Site (as defined below), such as population density, demographic and psychographic criteria, market and development trends, traffic flow and natural and man-made boundaries. Unless the geographic area comprising the Territory is identified on Exhibit A attached to this Agreement at the time you sign this Agreement, the Territory shall be determined after you sign this Agreement, but prior to our approval of your proposed Site. We will work with you in an attempt to identify a mutually agreeable Territory. If you and we cannot agree, we have the right to determine your Territory. Once your Territory is determined, Exhibit A shall be modified to identify the exact geographic area comprising the Territory. The actual Territory description will consist of street map landmarks and compass directions or a radius of miles. Unless this Agreement is sooner terminated as provided herein, this Agreement shall be in effect upon its acceptance and execution by us and expire ten (10) years from the earlier of (i) the effective date of the real estate lease/sublease for your site (if you lease/sublease the Site) or (ii) one hundred eighty (180) days after the Effective Date (the "**Term**"). Subject to the terms of this Agreement, during the Term, we grant you a franchise (the "**Franchise**") to operate a Massage Envy Business at a location we approve within the Territory (the "**Site**"), and to use the Franchise System in its operation, unless sooner terminated, and you agree to operate hereunder for the duration of the Term. You may not relocate your Business to a different site without our prior written approval which shall not be unreasonably withheld provided that you comply with our then-current requirements.

C. TERRITORIAL RIGHTS.

So long as you are in compliance with the terms and conditions of this Agreement, and except as expressly provided in this Agreement, neither we nor any affiliates we may have from time to time will establish, or grant rights to other persons to establish, another Massage Envy Business the physical premises of which are located within the Territory.

Notwithstanding the foregoing, if we determine, based on changes in circumstances which include, but are not limited to, changes in the population, demographic and psychographic criteria, usage of massage, skin care, and total body care services, drive times, or other market or economic conditions in the geographic area that includes all or part of the Territory, that the Territory could support an additional Massage Envy Business, then we will notify you in writing of our decision to proceed with another Massage Envy Business in the Territory. Subject to the conditions below, our notice will offer you a first right of refusal to purchase and operate the additional Massage Envy Business and you will have thirty (30) days to exercise such right by written response to us. The right of first refusal may not be exercised, and we may establish or grant rights to another person to establish a Massage Envy Business within your Territory, if anyone of the following conditions is satisfied:

(1) You are not then in compliance with any material term of this Agreement and cannot cure the non-compliance within thirty (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 Massage Envy Business;

(3) We determine, in our sole discretion, that you lack the financial resources to develop and operate an additional Massage Envy Business;

(4) You fail to sign a franchise agreement (containing our then-current terms and conditions which may be different from the provisions of the Agreement) for the additional Massage Envy Business within thirty (30) days of the date we deliver a franchise agreement for signature;

(5) You or any Owner has had a franchise agreement terminated within the last nine (9) months that prevented the development of an additional Massage Envy Business within the Territory; or

(6) You notify us that you do not wish to develop and operate an additional Massage Envy Business within your Territory.

D. RIGHTS MAINTAINED BY US.

We (and any affiliates that we might have from time to time) shall at all times have the right to engage in any activities we deem appropriate that are not expressly prohibited by this Agreement, whenever and wherever we desire, including, but not limited to:

(1) establishing and operating Massage Envy Business, and granting rights to other persons to establish and operate Massage Envy Business, on any terms and conditions we deem appropriate and at any locations other than within the Territory;

(2) providing, and granting rights to other persons to provide goods and services similar to and/or competitive with those provided at Massage Envy Business to customers located within the Territory (whether identified by the Marks or other trademarks and service marks) through any distribution channel other than a Massage Envy Business located within the Territory (including, but not limited to, sales of products via mail order, gift cards, catalogs, toll free telephone numbers and electronic means including the Internet);

(3) establishing and operating Massage Envy Business, and granting rights to other persons to establish and operate Massage Envy Business, in captive venues, including those located within or outside your Territory, (for purposes of this section, a "captive venue" means a non-traditional Business for the sale of Massage Envy Business products or services that is located within, or is a part of, another establishment or facility that consumers may visit for a purpose other than purchasing the Massage Envy Business products or services, including, without limitation, outlets located in hotels, college campuses or universities, airports, military bases, train stations, bus stations, shopping malls, or within other similar types of establishments). In such event, we will offer you a thirty (30) day first right of refusal for the same opportunity, according to the same first right of refusal terms as outlined in Section 1.C. above. However, we can only agree to give you a right of first refusal on any such opportunity within your Territory if that opportunity is not part of a regional or national right that is already committed to a third-party.

(4) acquiring the assets or ownership interests of one or more businesses providing products and services similar to those provided at Massage Envy Business, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating (including within the Territory); and

(5) being acquired (regardless of the form of transaction) by a business providing products and services similar to those provided at Massage Envy Business, or by another business, even if such business operates, franchises and/or licenses competitive businesses within the Territory.

With respect to the acquisitions referenced in paragraphs (4) and (5) above, you acknowledge and agree that the competitive businesses that are acquired (or that are operated by a company that acquires us) may be converted into Massage Envy Business that operate under the Marks, regardless of their location, including competitive businesses that are located within your Territory on the date of the acquisition.

2. SITE SELECTION, LEASE OF SITE AND DEVELOPMENT AND OPENING OF YOUR MASSAGE ENVY BUSINESS.

A. SITE SELECTION.

We will assist you in finding a site for your Business by providing assistance and guidance in your selection of a real estate broker, demographic and psychographic data, site search and approval, municipal code review and lease review and approval. You shall submit to us a complete site report (containing such demographic, commercial, and other information, photographs and video tapes as we may reasonably require) for a site you propose for your Business and which you reasonably believe conforms to our minimum site selection criteria we establish from time to time. We shall have the right to accept or reject all proposed sites. In accepting or rejecting a proposed site, we will consider such matters as we deem material, including, without limitation, demographic and psychographic characteristics of the proposed site, traffic patterns, parking, the predominant character of the neighborhood, competition from other businesses providing similar services within the area, the proximity to other businesses (including other Massage Envy Business), the nature of other businesses in proximity to the site, and other commercial characteristics (including the purchase price or rental obligations and other lease terms for the proposed site) and the size of premises, appearance, and other physical characteristics of the premises. We shall have thirty (30) days after receipt of the requisite materials to approve or disapprove a proposed site. Our approval of a site will be by delivery of written notice to you. If you do not receive a written notice of approval within thirty (30) days from us, your proposed site is considered disapproved. You acknowledge and agree that our approval of the Site does not constitute a representation or warranty of any kind, express or implied, of the suitability of the Site for a Massage Envy Business or any other purpose. Our approval of the Site indicates only that we believe that the Site meets our then acceptable criteria. We are not responsible if the Site fails to meet your or our expectations. In some jurisdictions, notably large metropolitan cities, you acknowledge that you may be required to use our designated real estate broker and expediter to assist you in locating a Site and for obtaining approval of the local governmental board that grants "relief" from the zoning code in the jurisdiction, thus making it potentially easier to obtain zoning

variances and special permits that may be necessary prior to securing a location for your Massage Envy Business. You will be responsible for incurring the costs associated with retaining the expediter. We will inform you of those jurisdictions where an expediter is necessary and the name of the designated expediter.

B. LEASE OF SITE.

You must present to us for our approval any lease for the Site based on the lease satisfying the requirements in this Section 2. You must cause your landlord to sign the Lease Rider that is attached to this Agreement as Exhibit D. The Lease Rider includes important provisions that protect our interests. If your landlord refuses to sign the Lease Rider in the form attached to this Agreement, we may reject your proposed Site.

C. DEVELOPMENT OF THE MASSAGE ENVY BUSINESS.

Prior to any construction or renovation of the Site, we shall provide you with copies of our standard specifications for the design and layout of a typical Massage Envy Business and required leasehold improvements (the "**Design Requirements**"). You shall, in all respects, comply with the Design Requirements unless we shall, in writing, agree to modifications thereof. You agree that your Business facility will have the required number of multi-purpose rooms for facial treatments and massage as we designate. You shall employ a licensed architect, at your sole cost and expense, to prepare all necessary architectural, engineering and construction drawings and site plans (collectively referred to as the "**Construction Documents**"). To ensure the consistent design of Massage Envy Business, you must use an architect designated or approved by us. You shall obtain all permits required to construct, remodel, renovate, and/or equip the Site. You shall be solely responsible for ensuring that the construction of the Site complies with all applicable laws including, without limitation, local building codes and the Americans with Disabilities Act. All such Construction Documents, and all modifications and revisions thereto, shall be submitted to us for our prior review and approval before you commence construction.

D. FIXTURES, EQUIPMENT, STOREFRONT AND SIGNS.

You agree to use in the operation of your Business the fixtures, furniture, items of equipment, furnishings and signs (collectively, "**Operating Assets**") that we have approved for Massage Envy Business as meeting our specifications and standards for appearance, function, design, quality and performance. You further agree to place or display at your Business facility (interior and exterior) only such signs, emblems, lettering, logos and display materials specified in the Operations Manual (defined in Section 4.D.) or otherwise approved by us in writing. If you propose to purchase, lease or otherwise use any Operating Asset which is not then approved by us, you shall first notify us in writing and shall submit to us sufficient specifications, photographs, drawings and/or other information or samples for our determination of whether such Operating Asset complies with our specifications and standards, which determination shall be made and communicated in writing to you within a reasonable time. At this time, we require that you purchase your initial "**Initial Opening Package**" from our affiliate. The Initial Opening Package includes: (i) most of your initial inventory (including massage and facial creams, oils, uniforms, hot stone equipment and printed items); (ii) the furniture and fixtures for your Business (including massage, skin care or multi-purpose room equipment and other items); and (iii) interior signage.

E. PRODUCTS.

Prior to opening your Business, you shall purchase from our approved supplier(s) an opening inventory of products, materials and supplies which we have approved for use and/or sale at your Business ("**Products**").

F. COMPUTER SYSTEM, PAYMENT CARD INDUSTRY COMPLIANCE AND COMPLIANCE WITH LAWS.

In operating your Business, you agree to obtain and use computer hardware (including laptops and tablets) and software, including an integrated computer-based point-of-sale system, and all necessary communications equipment (collectively, the "**Computer System**") that we specify from time to time. We may modify specifications for and components of the Computer System. You further agree to comply with the policies relating to the Computer System that we specify from time to time, including our IT policies, Payment Card Industry (**"PCI"**) policies, hardware policies and other related policies. You agree to maintain a functioning Massage Envy email address and Massage Envy communications network only for Massage Envy-related business we authorize. You must obtain the Computer System, software licenses, maintenance and support services and other services related to the Computer System from the suppliers we specify (which may be limited to us or our affiliates). You acknowledge and agree that our modifications of specifications for the Computer System, and/or technological developments or events, might require you to purchase, license and/or lease new or different computer hardware and/or software and to obtain service and/or support for the Computer System. Consistent with the foregoing, among other things, we reserve the right periodically to undertake technology initiatives, the purpose of which would be enhance the technology associated with the Franchise System including, without limitation, enhanced internet capability, use of proprietary digital applications and enhanced support services. Although we cannot estimate the future costs of the Computer System or required service or support, and although these costs might not be fully amortizable over the remaining term of this Agreement, you agree to incur the costs of obtaining the computer hardware and software comprising the Computer System (or additions or modifications) and required service or support. We have no obligation to reimburse you for any Computer System costs. Before you begin operating the Business, and then afterward within sixty (60) days after you receive notice from us, you agree to obtain the components of the Computer System that we designate and ensure that your Computer System, as modified, is functioning properly. As otherwise permitted in this Agreement, we may access the Computer System and retrieve all pertinent information relating to the operation of the Business in areas where you are bound by the terms of this Agreement and to ensure compliance with this Agreement. You also agree that you are solely responsible for ensuring compliance with all standards, laws, rules, regulations or any equivalent thereof relating to personal information, data privacy and data protection, including but not limited to the California Consumer Privacy Act, Cal. Civ. Code § 1798.100, et seq., and must comply with any privacy policies or data protection and breach response policies we periodically may establish.

You are required to notify us immediately if you suspect or become aware of a Security Breach. With the exception of any required notification to the payment card brands under PCIDSS (or other applicable standards), you agree that we will notify affected persons and regulatory authorities in accordance with applicable law. If, after consultation with you, we determine that notification is required or appropriate, you agree that you will bear all costs associated with such notification, which may include, without limitation, any costs for providing credit monitoring to the affected persons. Upon discovery of a Security Breach, you further agree that you will promptly investigate and remediate—at your expense—the source of such Security Breach. **"Security Breach"** means any known or suspected unauthorized use, theft, access, disclosure, loss, or acquisition of your Computer System or of any Confidential Information (defined below).

We reserve the right to charge franchisees one or more monthly technology fees which, among other technology services, covers a portion of the costs we incur to provide you with certain technology tools and assistance with certain aspects of PCI compliance. Technology fees will be due and payable in accordance with the Operations Manual.

We may charge you a reasonable fee if we develop or have developed (and, once developed, for supporting, modifying and enhancing) proprietary software that we license to you and for other Computer System maintenance and support services that we or our affiliates provide to you. We may also enter into a license agreement with a third-party licensor of software and then sublicense the software to you. If we or our affiliates license proprietary software or sublicense other software to you, or otherwise allow you to use similar technology we develop, maintain or sublicense, you agree to sign any software license agreement or similar document that we or our affiliates prescribe to regulate your use of, and our and your respective rights and responsibilities with respect to, the software.

Notwithstanding the fact that you must purchase, use and maintain the Computer System consistent with our standards and specifications, you will have sole and complete responsibility for: (1) the acquisition, operation, maintenance, updates and upgrading of the Computer System, including compliance with the PCI standards that we periodically require; (2) the manner in which your Computer System interfaces with our computer system and those of other third parties; (3) the installation, maintenance and support of the Computer System, although we may from time to time require or recommend third parties to provide these functions; and (4) any and all consequences that may arise if the Computer System is not properly operated, maintained and upgraded, including but not limited to virus and spyware issues.

Unless otherwise expressly provided herein, you agree that you are solely responsible for ensuring compliance with: (a) the Payment Card Industry Data Security Standards ("**PCIDSS**") enacted by the applicable card associations (as they may be modified from time to time or as successor standards are adopted); (b) the Fair and Accurate Credit Transactions Act ("**FACTA**"); and (c) all other standards, laws, rules, regulations or any equivalent thereof applicable to electronic payments that may be published from time to time by payment card companies and applicable to electronic payments ("**Electronic Payment Requirements**"). If you are required by one of the credit card companies or another third-party (including any governmental body) to provide evidence of compliance with PCIDSS, FACTA or applicable Electronic Payment

Requirements, or upon our request, we may require that you provide, or make available, to us copies of an audit, scanning results or related documentation relating to such compliance.

G. OPENING.

Within the earlier of one hundred eighty (180) days after we approve the Site or two hundred seventy (270) days after the Effective Date, you must open your Massage Envy Business for business utilizing the Franchise System; provided, however, you may not open your Massage Envy Business for business or sell memberships in the Massage Envy Business until: (1) we, or our affiliates, have inspected and approved your Business facility as developed in accordance with our standard plans and specifications (as an alternative, or in addition, to our physical inspection of your Business facility, we may require you to send us video tapes, including high quality cell phone video, and/or photographs of facility); (2) you have provided us with a summary of your initial costs for the construction and development of your Massage Envy Business on our then-current designated form; (3) pre-opening training described in Section 4.A. has been completed to our satisfaction; (4) you have paid all amounts due to us, our affiliates and our designated and approved vendors; (5) you have satisfied all bonding, licensing, and other legal requirements for the lawful operation of your Business and given us satisfactory evidence of compliance; and (6) we have received the required evidence that you have obtained the insurance required by this Agreement. You acknowledge and agree that we have the right to retain, at an expense to you of no more than Five Hundred Dollars ($500), the services of a third-party auditor to verify that you have completed all of these requirements prior to granting you the right to commence operations. We will invoice you for the auditor's services and payment is due upon receipt of our invoice.

BY VIRTUE OF COMMENCING OPERATIONS OF YOUR BUSINESS, YOU ACKNOWLEDGE THAT WE HAVE FULFILLED ALL OF OUR OBLIGATIONS TO YOU THAT WE ARE REQUIRED TO FULFILL PRIOR TO THE OPENING OF YOUR MASSAGE ENVY BUSINESS.

H. GRAND OPENING MARKETING PROGRAM.

You must, at your expense, and with our prior written approval, execute a grand opening marketing program for your Business in accordance with the mandatory System Standards (as defined below) for grand openings of your Massage Envy Business in varying market conditions. You agree to spend a minimum of Fifteen Thousand Dollars ($15,000.00) on the grand opening marketing program during the time period that begins thirty (30) days prior to and ends thirty (30) days following the opening date of your Business. You agree to use only the media, materials, methods and formats we develop or approve according to Section 9 below.

3. FEES.

A. INITIAL FRANCHISE FEE.

For your right to operate a Massage Envy Business, you agree to pay us a nonrecurring and nonrefundable initial franchise fee of Forty-Five Thousand Dollars ($45,000.00). If you are a veteran who qualifies under our VetFran program, you agree to pay us a discounted initial franchise fee in the amount of Thirty-Six Thousand Dollars ($36,000.00). If you desire to receive a license to establish and operate an additional Massage Envy Business, we may, in our sole discretion,

grant you a license to establish and operate an additional Massage Envy Business if you meet the following minimum conditions: (i) you satisfy our then-current qualifications and training requirements for new franchisees; (ii) you execute our then-current form of franchise agreement; and, (iii) you pay to us an initial franchise fee for a second and subsequent Massage Envy Business in the amount of Thirty-Five Thousand Dollars ($35,000), and if a veteran who qualifies under our VetFran program, you agree to pay us a discounted initial franchise fee for a second and subsequent Massage Envy Business in the amount of Twenty-Eight Thousand Dollars ($28,000).

Initial Franchise Fees are due and are fully earned by us when you sign this Agreement.

B. ROYALTY.

You agree to pay us, on the day of each week that we periodically specify (the "**Payment Day**"), a weekly royalty ("**Royalty**") equal to six percent (6%) of your Gross Sales during the previous week. In this Agreement, "**Gross Sales**" means the total of all revenue and receipts derived from the operation of the Business, including, but not limited to, all amounts received at or away from the site of the Business, or through or by means of the business you conduct at your Massage Envy facility, such as fees for massage services, facial services, membership fees, fees for optional member services and charges, gift card sales, and revenue derived from products sales, whether in cash or by check, credit card, debit card, barter or exchange, or other credit transactions, but excluding only (1) sales taxes collected from customers and paid to the appropriate taxing authority, (2) all customer refunds and credits your Business actually makes, and (3) tips received by massage therapists, stretch service providers, and estheticians. Without limiting the generality of the foregoing, "Gross Sales" includes all amounts that third-party marketing agencies or e-commerce marketplace groups such as, for example, Groupon, receive and retain from your customers for marketing products or services that these customers purchase from your Business. "Gross Sales" also includes the full suggested retail price for any goods or services (including monthly amounts due under membership agreements) that are provided at a discount, other than discounts that are part of special programs recommended or approved by us.

You must execute and deliver to us an ACH Authorization Form allowing us to electronically debit a banking account that you designate (your "**Account**") for (i) all fees payable to us under this Agreement and (ii) any amounts that you owe to us or any of our affiliates for the purchase of goods or services. Our current form of ACH Authorization Form is attached to this Agreement as Exhibit B. You further agree to sign and deliver to us any other documents that we or your bank may require from time to time to authorize us to debit your Account for such amounts. You must deposit into the Account all Gross Sales generated by your Business. We will debit your Account for the Royalty on or after the Payment Day, based on Gross Sales for the previous week. You agree to make the funds available for withdrawal by electronic transfer before each due date. If you fail to report your Gross Sales for any week, we may debit your Account for one hundred twenty percent (120%) of the Royalty that we debited for the previous week. If the Royalty we debit from your Account is less than the Royalty you actually owe us (once we have determined your true and correct Gross Sales for the week), we will debit your Account for the balance of the Royalty due on the day we specify. If the Royalty we debit from your Account is greater than the Royalty you actually owe us for the week (once we have determined your true and correct Gross Sales for the week), we will credit the excess against the amount we otherwise would debit from your Account during the following week, without interest.

C. MINIMUM PERFORMANCE REQUIREMENTS.

You agree that you will conduct your Business so as to generate minimum Gross Sales of not less than (i) Five Hundred Thousand Dollars ($500,000.00) during any twelve (12) month period after the opening of your Massage Envy Business. Your failure to generate such level of Gross Sales during any twelve (12) months of operation shall afford us the right to terminate this Agreement or, in lieu of such termination, to require you to operate your Business under an approved recovery plan designed to improve the performance of your Business.

D. INTEREST ON LATE PAYMENTS; DISHONORED CHECKS.

All amounts which you owe us (including Royalty payments), if not paid on the due date, will bear interest at the rate of fifteen percent (15%) per annum or the highest commercial contract interest rate the law allows, whichever is less. We will calculate the interest that we charge you on the basis of monthly compounding and the actual number of days elapsed divided by 365. If we institute an automatic debit program for your Business, we may debit your Account automatically for these amounts. You shall pay us a fee of One Hundred Dollars ($100.00) each time a check you write to us is dishonored by your bank or any time an electronic debit is returned or prevented from being processed for any reason. You acknowledge that this Section 3.D. does not reflect any agreement by us to accept any payments after they are due or our commitment to extend credit to, or otherwise finance your operation of, your Business. You further acknowledge that your failure to pay all amounts that you owe us when due constitutes grounds for our terminating this Agreement under Section 14, notwithstanding this Section 3.D.

E. APPLICATION OF PAYMENTS AND RIGHT OF SET-OFF.

Despite any designation you make, we may apply any of your payments to any of your past due indebtedness to us (or our affiliates). We may set off any amounts you owe us or our affiliates against any amounts we or our affiliates might owe you. The application of payments and right of set-off shall include any past due indebtedness or set-off amounts owed to us (or we might owe) under this Agreement or any other agreement, including any other franchise agreement, between us and you or your affiliates.

F. SUCCESSOR FEE.

You agree to pay us a nonrecurring and nonrefundable successor fee of two-thirds (2/3's) of our then-current initial franchise fee for a new Massage Envy Business (the "**Successor Fee**"). The Successor Fee is due and is fully earned by us when you sign the Successor Agreement.

4. TRAINING AND ASSISTANCE.

A. TRAINING.

Before your Business opens, you will be provided approximately fifteen (15) days of initial training for your Managing Owner (defined in Section 8.A.), your Business Manager (defined in Section 8.A.) and up to an additional three (3) of your management personnel, which will introduce you to the Massage Envy brand ("**Initial Training Program**" or "**Training Program**").

The Initial Training Program includes approximately 5 days of new franchisee training conducted in a classroom setting at the Massage Envy Franchise Support Center, located in Scottsdale, Arizona and/or at other locations we designate including a virtual setting, and 10 days of on-site training at your location conducted by field operations.

5 Day Onsite (or Virtual) New Franchisee Training: The subject-matter covered by the Franchise Support Center includes topics associated to: Delivering the Brand Promise, Managing the Business, and Leading Teams.

This training also includes a component of web-based, self-paced training. The training materials will consist of an overview of the Operations Manual and additional training/onboarding guides. You will not be charged an additional fee for any of the training materials. Currently, we intend to offer this portion of the Initial Training Program periodically throughout the year as needed.

10 Day Onsite Training at your Location: your Regional Developer, if you have one servicing your territory, or someone else we designate, will provide 10 days of on-site training. This training is hands-on operational support and training on the P4 Technology (point of sales system), reporting and other systems that support your Business. Also, the representatives of our designated suppliers of skin care products and services will provide approximately 2-4 hours of training on product and service knowledge.

In the event your Business Manager does not attend New Franchisee Training, your Business Manager will be required to attend the then-current business manager training hosted by the Franchise Support Center ("**Business Manager Training**"). The Business Manager Training covers topics similar to the New Franchisee Training described above.

Your Managing Owner, your Business Manager, and the number of other management personnel we designate must complete the Initial Training Program and/or Business Manager Training to our satisfaction and participate in all other activities that we require before opening your Business. At all times, your Business must have a Managing Owner and Business Manager who are fully qualified and have completed our training curriculum. Although we do not charge you a separate fee for the Initial Training Program or Business Manager Training, you must pay all travel and living expenses that you and your personnel incur.

If we determine that your Managing Owner cannot complete the Initial Training Program to our satisfaction, then we reserve the right, in our sole discretion, to require your Managing Owner (or a successor Managing Owner that you appoint, and we approve) to attend additional training at your expense, and we will charge you the then-current additional training fee, per person per day. If we determine, in our sole judgment, that your Managing Owner (or a successor Managing Owner that you appoint) cannot complete the Initial Training Program to our satisfaction, then we may terminate your Franchise Agreement. If we determine that your Business Manager has failed to satisfactorily complete the Business Manager Training, you agree immediately to submit a substitute Business Manager to complete the training program to our satisfaction. You may be charged the per diem additional training fee for training programs furnished to individuals who replace a Business Manager or employee who has previously attended the Business Manager Training. You are responsible for all travel and living expenses while attending training.

We may require you and/or your previously trained and experienced employees to attend up to 5 days of additional or refresher training courses each year and a national business meeting or convention up to 3 days per year at the times and locations we designate. We may charge the then-current additional training fee per person per date for these courses, conventions and programs. You are responsible for all travel and living expenses. In the event that you fail to attend the annual convention without our consent, we may charge you up to $400 per person per day for the duration of the annual convention. You are responsible for all travel and living expenses.

B. ON-SITE ASSISTANCE.

We will provide, at no additional cost to you, on-site advice, guidance and support for a period of no more than ten (10) days, in connection with the opening and initial operations of your Business; provided, however, that if you are a Regional Developer under a Regional Development Agreement with us, and this Agreement is not for your first Massage Envy Business, then you will not receive this on-site assistance. We shall determine, in our sole discretion, the composition of the on-site assistance team. If we determine, in our sole discretion, that additional on-site assistance is necessary or beneficial, we have the right, at our option, to provide such additional on-site assistance. You will be required to pay reasonable fees for any such additional on-site assistance and will also be responsible for the reasonable travel or living expenses incurred by our personnel in providing such additional on-site assistance.

C. GENERAL GUIDANCE.

We will advise you from time to time regarding the operation of your Business based on your reports or our inspections. If you request and we agree to provide additional or special guidance, assistance or training, you must pay our then applicable charges, including per diem charges and any reasonable travel and living expenses for any of our personnel that provide such guidance, assistance and/or training. Notwithstanding the foregoing, you remain responsible for the terms and conditions of employment, and the actions of, your employees while we are providing the services described in this Section 4.C.

D. OPERATIONS MANUAL.

During the term of this Agreement, we will provide you with access to an operations manual, which contains mandatory policies and protocols as well as suggested procedures for the operation of your Business (collectively, the "**Operations Manual**"). Currently, we post the Operations Manual on our website or another restricted website to which you will be granted access at no additional charge. We reserve the right to disseminate some or all of the Operations Manual via other methods of delivery. Further, we have the right to add to and otherwise modify the contents of the Operations Manual from time to time as we deem necessary to maintain the integrity of our brand and proper operation of the Franchise System as a whole. You agree that the contents of the Operations Manual constitute our Confidential Information (as defined below) at all times during and after the term of this Agreement and that you will not disclose its contents to any person other than those of your employees who need to know its contents. You may not at any time copy, duplicate, record or otherwise reproduce any part of the Operations Manual, except as we may periodically authorize for training and operating purposes. Failure to comply with the mandatory aspects of the Operations Manual on a timely basis may, in

certain circumstances, be considered a material default of this Agreement and result in the termination of this Agreement.

E. DELEGATION OF PERFORMANCE.

You agree that we have the right to delegate the performance of any portion or all of our obligations under this Agreement to third-party designees, whether these designees are our agents or independent contractors with whom we contract to perform these obligations, including Regional Developer franchisees.

5. MARKS.

A. OWNERSHIP AND GOODWILL OF MARKS.

Your right to use the Marks is derived only from this Agreement and is limited to the operation of your Business according to this Agreement and all mandatory System Standards (as defined below) that we prescribe during its term. Your unauthorized use of the Marks is a breach of this Agreement and infringes our rights in the Marks, as applicable. You acknowledge and agree that your use of the Marks and any goodwill established by that use are for our exclusive benefit and that this Agreement does not confer any goodwill or other interests in the Marks upon you (other than the right to operate your Business under this Agreement). You further agree that after the termination or expiration of this Agreement, you will not directly or indirectly at any time or in any manner identify the facility or any other business as a Massage Envy Business, or you as a franchisee or otherwise associated with us or use in any manner or for any purpose any Mark or other indicia of a Massage Envy facility. All provisions of this Agreement relating to the Marks apply to any additional and substitute trademarks and service marks we authorize you to use.

B. LIMITATIONS ON YOUR USE OF MARKS.

You agree to use the Marks as the sole identification of your Business (subject to the notices of independent ownership we designate). You may not use any Mark: (1) as part of any corporate or legal business name; (2) with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos we have licensed to you); (3) in any way that violates laws and regulations pertaining to advertising and marketing, including the TCPA and the CAN-SPAM Act (as hereinafter defined); (4) in selling any unauthorized services or products; (5) as part of any domain name, electronic address or search engine you maintain on any Website (as defined herein.) without our consent; or (6) in any other manner we have not expressly authorized in writing. You may not use any Mark in advertising the transfer, sale or other disposition of your Business or an ownership interest in you (if a corporation, partnership, limited liability company or another business entity (an "**Entity**") holds the Franchise at any time during this Agreement's Term) without our prior written consent, which we will not unreasonably withhold. You agree to prominently display the Marks at your Business in the manner we prescribe and on forms, advertising, supplies, employee uniforms and other materials we designate. You agree to give the notices of trademark and service mark registrations that we specify and to obtain any fictitious or assumed name registrations required under applicable law.

C. NOTIFICATION OF INFRINGEMENTS AND CLAIMS.

You agree to notify us immediately of any apparent infringement of or challenge to your use of any Mark, or of any person's claim of any rights in any Mark, and not to communicate with any person other than us and our attorneys, and your attorneys, regarding any such infringement, challenge or claim. We may take the action we deem appropriate (including no action) and exclusively control any litigation, U.S. Patent and Trademark Office proceeding or other administrative proceeding arising from any infringement, challenge or claim or otherwise concerning any Mark. You agree to sign any documents and take any actions that, in the opinion of our attorneys, are necessary or advisable to protect and maintain our interests in any litigation or Patent and Trademark Office or other proceeding or otherwise to protect and maintain our interests in the Marks.

D. DISCONTINUANCE OF USE OF MARKS.

If we believe at any time that it is advisable 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 agree to comply with our directions within a reasonable time after receiving notice. We need not reimburse you for your expenses in complying with these directions (such as costs you incur in changing your signs or replacing supplies), for any loss of revenue due to any modified or discontinued Mark, or for your expenses of promoting a modified or substitute trademark or service mark.

E. INDEMNIFICATION FOR USE OF MARKS.

We agree to reimburse you for all damages and expenses you incur in any trademark infringement proceeding disputing your authorized use of any Mark under this Agreement if you have timely notified us of the proceeding, have complied with this Agreement, and comply with our directions in responding to the proceeding. At our option, we may defend and control the defense of any proceeding relating to any Mark.

6. CONFIDENTIAL INFORMATION.

We possess (and will continue to develop and acquire) certain confidential information relating to the development and operation of your Massage Envy Business (the "**Confidential Information**"), which includes (without limitation):

(1) site selection criteria;

(2) methods, formats, specifications, standards, systems, business policies, procedures, sales and marketing techniques, knowledge and experience used in developing and operating the Massage Envy Business;

(3) marketing research and promotional, marketing and advertising programs for the Massage Envy Business;

(4) knowledge of specifications for and suppliers of, and methods of ordering, certain Operating Assets and Products that your Massage Envy Business uses;

(5) knowledge of the operating results and financial performance of your Massage Envy Business including your Business;

(6) customer communication and retention programs, along with data used or generated in connection with those programs;

(7) graphic designs and related intellectual property;

(8) information generated by, or used or developed in, your Business' operation, including customer names, addresses, telephone numbers, email addresses and related information and any other information contained from time to time in your Computer System or in any other format (e.g., paper records);

(9) the financial terms contained in this Agreement; and

(10) any other information designated as confidential or proprietary by us.

You acknowledge and agree that by entering into this Agreement and/or acquiring the Franchise you will not acquire any interest in Confidential Information, other than the right to use certain Confidential Information in operating your Business during this Agreement's Term and according to the mandatory System Standards (as defined below) and this Agreement's other terms and conditions, and that your use of any Confidential Information in any other business would constitute an unfair method of competition with us and our franchisees. You agree that we have the right to distribute information including operational results of Massage Envy Business, including yours, among our franchisees in order to provide, among other items, operational metrics to assist franchisees in operating their Massage Envy Business. You further acknowledge and agree that the Confidential Information is proprietary, includes our trade secrets, and is disclosed to you only on the condition that you agree, and you do agree, that you:

(a) will not use any Confidential Information in any other business or capacity;

(b) will keep the Confidential Information absolutely confidential during and after this Agreement's Term;

(c) will not make unauthorized copies of any Confidential Information disclosed via electronic medium or in written or other tangible form;

(d) will adopt and implement all reasonable procedures that we periodically prescribe to prevent unauthorized use or disclosure of Confidential Information, including, without limitation, restricting its disclosure to your personnel and others needing to know such Confidential Information to operate your Business, and using confidentiality and non-disclosure agreements with those having access to Confidential Information. We have the right to regulate the form of agreement that you use and to be a third-party beneficiary of that agreement with independent enforcement rights; and

(e) will not sell, trade or otherwise profit in any way from the Confidential Information, except using methods approved by us.

All ideas, concepts, techniques or materials relating to a Massage Envy Business (collectively, "**Innovations**"), whether or not protectable intellectual property and whether created by or for you or your Owners, employees or contractors, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the Franchise System, and works made-for-hire for us. To the extent any Innovation does not qualify as a "work made-for-hire" for us, by this paragraph you assign ownership of that Innovation, and all related rights to that Innovation, to us and agree to sign (and to cause your Owners, employees and contractors to sign) whatever assignment or other documents we request to evidence our ownership or to help us obtain intellectual property rights in the Innovation. We and our affiliates have no obligation to make any payments to you or any other person with respect to any Innovation. You may not use any Innovation in operating the Business or otherwise without our prior approval.

"Confidential Information" does not include information, knowledge or know-how which is or becomes generally known in the massage, facial and personal health industry or which you knew from previous business experience before we provided it to you (directly or indirectly) or before you began training or operating your Business. If we include any matter in Confidential Information, anyone who claims that it is not Confidential Information must prove that the exclusion in this paragraph is fulfilled.

In order to protect our Confidential Information, you shall cause each of your owners, directors, officers, management and supervisory employees, and other employees who have access to our Confidential Information, received training from us or whom we may reasonably require, to execute a confidentiality agreement consistent with the restrictions set forth in this Section 6. A recommended form of such confidentiality agreement (which you are not obligated to use) may be incorporated into the Operations Manual, however, if we do provide a recommended form and you choose to use it, it is your obligation to have it reviewed by your local attorney and otherwise to ensure it is valid and enforceable under applicable law. It is your obligation to ensure that any form of confidentiality agreement that you utilize to comply with this Section 6 is valid and enforceable under applicable law.

"Customer Data" means the names, contact information, financial information, and other personal information of or relating to the Business' customers and prospective customers. You must comply with the mandatory System Standards, and all applicable laws, as any of them may be modified from time to time, regarding the organizational, physical, administrative and technical measures and security procedures to safeguard the confidentiality and security of Customer Data in your possession or control and, in any event, to employ reasonable means to safeguard the confidentiality and security of Customer Data.

7. EXCLUSIVE RELATIONSHIP.

You acknowledge that we have granted you the Franchise in consideration of and in reliance upon your agreement to deal exclusively with us in the massage and personal health industry. You therefore agree that, during this Agreement's Term, neither you nor any of your owners, including shareholders, members or partners depending on whether you are doing business as a corporation, limited liability company or partnership) nor any member of the immediate family of any owner will:

(1) have any direct or indirect, controlling or non-controlling interest as an owner – whether of record, beneficial or otherwise – in a Competitive Business (defined below), wherever located or operating.

(2) perform services as a director, officer, manager, employee, consultant, representative or agent, or in any other capacity, for a Competitive Business, wherever located or operating;

(3) directly or indirectly loan any money or other thing of value to, or guarantee any other person's loan to, any Competitive Business or any owner, director, officer, manager, employee or agent of any Competitive Business, wherever located or operating;

(4) divert or attempt to divert any actual or potential business or customer of your Business to a Competitive Business.

The term "**Competitive Business**" means (i) any business (or division of a business) that derives more than a nominal amount of its revenue per year from offering or providing any of the services authorized for Massage Envy Business or (ii) any business which grants franchises or licenses others to operate such a business, other than a Massage Envy Business operated under a franchise agreement with us.

8. OPERATING YOUR MASSAGE ENVY BUSINESS.

A. MANAGING OWNER & BUSINESS MANAGER.

Concurrent with the execution of this Agreement, you shall designate one of your Owners who holds at least a 20% ownership interest in the franchise to serve as the managing owner (the "**Managing Owner**") of your Business as described in this Agreement. The Managing Owner will exert full-time efforts to manage and supervise the operation of your Business and will not engage in any other business or other activity, directly or indirectly, that may conflict with your obligations under this Agreement. The Managing Owner must successfully complete our Initial Training Program before the opening of your Business. Any substitute Managing Owner must also complete our Initial Training Program. You shall pay the charges that we establish for Training Programs furnished to any individual who replaces a previously trained Managing Owner.

Concurrent with the execution of this Agreement, you shall also designate a general manager (the "**Business Manager**") of your Business as described in this Agreement. The Managing Owner may, but need not, serve as the Business Manager. The Business Manager will exert full-time efforts to fulfill your obligations under this Agreement and will not engage in any other business or other activity, directly or indirectly, that requires any significant management responsibility or time commitments, or that may otherwise conflict with your obligations under this Agreement. If the Managing Owner does not serve as the Business Manager, the Managing Owner need not exert full-time efforts in the day-to-day operations of your Business, but the Managing Owner is responsible for supervising all activities of the Business Manager. If the relationship of the Business Manager to you terminates or materially changes, you agree to promptly designate a replacement. The Business Manager must successfully complete our Initial Training Program before the opening of your Business. Any replacement Business Manager must

also complete our Initial Training Program. You shall pay the charges that we establish for training programs furnished to any individual who replaces a previously trained Business Manager.

B. CONDITION AND APPEARANCE OF YOUR MASSAGE ENVY BUSINESS.

You agree that you will not use your Business or any part of your Business facility for any purpose other than operating a Massage Envy Business in compliance with this Agreement, and that you will place or display at your Business facility (interior and exterior) only those signs, emblems, designs, artwork, lettering, logos and display and advertising materials that we from time to time approve during this Agreement's Term. You further agree to maintain the condition and appearance of your Business facility in accordance with our mandatory System Standards (as defined below) and consistent with the image of a Massage Envy Business as a professionally operated business offering high quality services and products and observing the highest standards of professionalism, cleanliness and courteous service. In connection therewith, you agree to take, without limitation, the following actions during this Agreement's Term at your expense: (1) thorough cleaning, repainting and redecorating of the interior and exterior of your Business facility at intervals that we may prescribe; (2) interior and exterior repair of your Business facility as needed; and (3) repair or replacement, at our direction, of damaged, worn-out or obsolete equipment at intervals that we may prescribe (or, if we do not prescribe an interval for replacing any equipment, as that equipment needs to be repaired or replaced).

In addition to your obligations described above, we may periodically require you to substantially alter your Business facility's appearance, layout and/or design, and/or replace a material portion of your equipment, in order to meet our then-current requirements for new Massage Envy Business. You acknowledge that this obligation could result in your making extensive structural changes to, and significantly remodeling and renovating, your Business facility, and you agree to incur any capital expenditures required in order to comply with this obligation and our requirements. We will not require you to make a fundamental and material change to the design of your Business within the first three (3) years of its operation. Within sixty (60) days after receiving written notice from us, you must have plans prepared according to the standards and specifications we prescribe and, if we require, using architects and contractors we designate or approve, and you must submit those plans to us for our approval. You must complete all work according to the plans we approve within the time period that we specify. However, nothing in this paragraph in any way limits your obligation to comply with all mandatory System Standards (as defined below) we specify.

C. SERVICES AND PRODUCTS YOUR BUSINESS OFFERS.

You agree that: (1) your Business will offer all services and products that we periodically specify; (2) you will not offer, sell, give away or otherwise provide at your Business facility or any other location any services or products we have not authorized; (3) you shall not sell any products at wholesale or through any channel of distribution other than retail sales at your Business facility (including, without limitation, sales of products via mail order, catalogs, toll free telephone numbers and electronic means including the Internet); (4) you shall not perform massage or other spa services or sell any products from any location other than your Business facility; and (5) you will discontinue selling and offering for sale any services or products that we at any time

disapprove in writing. Without limiting the generality of the foregoing, you understand that you may not offer or sell waxing or similar or other services at your Business facility without our prior written approval.

D. APPROVED PRODUCTS, DISTRIBUTORS AND SUPPLIERS.

We reserve the right to periodically designate and approve standards, specifications, suppliers and/or distributors of the Operating Assets, Products and support services we periodically authorize or require for use at your Business. During this Agreement's Term you must acquire all Operating Assets and Products and services for your Business only according to our standards and specifications and, if we require, only from suppliers or distributors that we designate or approve (which may include or be limited to us and/or our affiliates). You acknowledge and agree that we and/or our affiliates may derive revenue based on your purchases and leases (including, without limitation, from charging you for products and services we or our affiliates provide to you and from promotional allowances, volume discounts and other payments made to us by suppliers that we designate or approve for some or all of our franchisees).

If you want to use any Operating Assets, Products or support services that we have not yet evaluated or purchase any item from a supplier or distributor that we have not yet approved (for items that we require you to purchase from designated or approved suppliers or distributors), you first must submit sufficient information, specifications and samples for us to determine whether the item complies with our standards and specifications or the supplier or distributor meets our criteria. We may condition our approval of a supplier or distributor on requirements relating to product quality, prices, consistency, warranty, reliability, financial capability, labor relations, customer relations, frequency of delivery, concentration of purchases, standards of service (including prompt attention to complaints) or other criteria. We have the right to inspect the proposed supplier's or distributor's facilities and to require the proposed supplier or distributor to deliver product samples or items, at our option, either directly to us or to any independent, certified laboratory which we designate for testing. Either you or the proposed supplier or distributor must pay us a fee (not to exceed the reasonable cost of the inspection and the actual cost of the test) to make the evaluation. We reserve the right to periodically re-inspect the facilities and products of any approved supplier or distributor and to revoke our approval if the supplier, distributor or product does not continue to meet our criteria.

E. COMPLIANCE WITH LAWS AND GOOD BUSINESS PRACTICES.

It is your sole and absolute obligation to research all applicable federal, state and local laws and regulations governing the operation of your Business and to ensure that such operation does not violate any federal, state or local law or regulation. There are various federal laws that could affect your business and that you must comply with such as the American with Disabilities Act ("**ADA**"), the CAN-SPAM Act, the applicable laws and regulations pertaining to advertising and marketing, including, without limitation, federal and state laws pertaining to telemarketing (including the Telephone Consumer Protection Act ("**TCPA**")), the Telemarketing Sales Rule ("**TSR"**), and other federal and state anti-solicitation laws regulating phone calls, spamming, and faxing; and federal and state laws that regulate data security and privacy (including but not limited to the use, storage, transmission, and disposal of data regardless of media type). You should investigate these laws to understand your potential legal obligations. You must secure and maintain

in force throughout this Agreement all required licenses, permits and certificates relating to the Business' operation and operate the Business in full compliance with all applicable laws, ordinances and regulations. All massage therapists, stretch service providers, and estheticians providing services at your Business must also maintain all required licenses at all times. In all dealings with customers, suppliers, us and the public, you and your employees must adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. You agree to refrain from any business or advertising practice which might injure our business, or the goodwill associated with the Marks or other Massage Envy Business. You must notify us in writing within five (5) days of: (1) the commencement of any action, suit or proceeding relating to your Business; (2) the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality which might adversely affect your operation or financial condition or that of your Business (including, without limitation, the revocation or threatened revocation of any license, permit or certification applicable to your Business); and (3) any notice of violation of any law, ordinance or regulation relating to your Business.

F. INSURANCE.

At your sole cost and expense, you must procure and maintain in full force and effect at all times during this Agreement's term, insurance policies in the minimum amounts as shown in Exhibit C and shall provide us with proof of coverage on demand. You further acknowledge and agree that we may require you to carry any other insurance that we specify in the Operations Manual or otherwise require from time to time.

All insurance policies shall be issued by insurance carriers approved by us and are rated A-VIII or better by Alfred M. Best & Company, Inc. (or similar criteria as we periodically specify). All carriers must be licensed and approved in the state(s) where you operate your Business.

All insurance policies required in this Section and in Exhibit C shall name us and our affiliates including, at a minimum, specifically named affiliates we designate in writing to you, our direct and indirect parent companies (and ours and our affiliates' members, owners, officers, directors, and employees), and, if applicable, your Regional Developer and its members, owners, officers, directors and employees), as additional insureds, contain a waiver by the insurance carrier(s) of all subrogation rights against us and your Regional Developer, and shall provide that we receive thirty (30) days prior written notice of termination, expiration, cancellation or modification of any such policy. Should any of your insurance companies fail to give us notice as required in this Section, then the policy of that company may be disapproved by us. In that event, you will be required to immediately find additional coverage satisfactory to us with an alternative carrier.

Upon ten (10) days' notice to you, we may increase the minimum protection requirement as of the renewal date of any policy, and require different or additional types of insurance at any time, including excess liability (umbrella) insurance, to reflect inflation, identification of special risks, changes in law or standards or liability, higher damage awards or other relevant changes in circumstances. We may choose to temporarily reduce the minimum protection requirement for a variety of reasons (including but not limited to insurance market conditions), however, we may revert to the prior existing minimum protection requirements at any time following such a reduction upon ten (10) days' notice to you.

You shall furnish to us annually a copy of the certificate of insurance or other evidence of the renewal or extension of each such insurance policy required hereunder. If at any time you fail or refuse to maintain in effect any insurance coverage required by us, or to furnish satisfactory evidence thereof, we, at our option and in addition to our other rights and remedies in this Agreement, may, but need not, obtain such insurance coverage on behalf of you, and you shall promptly execute any applications or other forms or instruments required to obtain any such insurance and pay to us, on demand, any costs and premiums incurred by us and we may, at our option, debit your account for the amount of such costs or premiums. Your failure to provide insurance coverage as indicated will be considered a material event of default of this Agreement. Your obligation to obtain and maintain the insurance described in this Section shall not be limited in any way by reason of any insurance maintained by us, nor shall your performance of such obligations relieve you of any indemnification obligations contained in this Agreement. We reserve the right to request a copy of the certificate of insurance at any time to confirm coverage.

G. MAXIMUM AND MINIMUM PRICES.

To the extent permitted by applicable law, we may periodically establish maximum and/or minimum prices for services and products that your Business offers, including, without limitation, prices for promotions in which all or certain Massage Envy Business participate.

H. NATIONAL CORPORATE WELLNESS ACCOUNTS.

We and our affiliates have the exclusive right, but not the obligation, to negotiate agreements with National Corporate Wellness Accounts (defined below) for the provision of goods and services by all Massage Envy Businesses. If we agree to terms with any National Corporate Wellness Account, you must provide products and services to all valid members of the National Corporate Wellness Account on those terms. If those terms include maximum prices, you may charge any prices you wish to the National Corporate Wellness Account's members up to and including the maximum prices. If any National Corporate Wellness Account contact you regarding goods or services to be provided by you and/or other Massage Envy Business, you must forward all relevant information regarding the National Corporate Wellness Account to us. In this Agreement, a "**National Corporate Wellness Account**" is any business or entity that would reasonably require the services of two (2) or more Massage Envy Businesses to serve the persons such business or entity represents (for example, a large employer, an employer with multiple offices, or a health plan).

I. RECIPROCITY.

During the Term of this Agreement, upon proof that an individual is a valid and current member of another Massage Envy Business, you must allow any such member of another Massage Envy Business to receive massage and facial services at your Business at or below the reciprocity rates we specify and in accordance with the standards and specifications from time to time prescribed in the Operations Manual.

J. COMPLIANCE WITH MANDATORY SYSTEM STANDARDS.

"**System Standards**" are the policies, protocols, rules, requirements, specifications, standards, and procedures that we periodically prescribe for a Massage Envy Business and include

your obligations under this Agreement. System Standards are contained in this Agreement, the Operations Manual and other manuals, bulletins, communications or other materials made available to you.

You must comply with all System Standards that we designate as mandatory. The Operations Manual is incorporated by reference into this Agreement and the mandatory System Standards contained therein and in other materials made available to you are binding obligations of yours under this Agreement. For any System Standards that we designate as suggested or recommended, it is your responsibility to determine, in your sole discretion, to what extent, if any, such suggested or recommended System Standards should be applied to your Business.

Mandatory System Standards are in place to maintain the integrity of the Massage Envy brand throughout the Franchise System and because we have a legitimate interest in protecting the goodwill of our Marks. Suggested or recommended System Standards are in place to provide optional guidance and support to all franchisees within the Franchise System.

You acknowledge that your compliance with the mandatory System Standards is essential for the success of your Business. In addition, you acknowledge and agree that operating and maintaining your Business in compliance with the mandatory System Standards is essential to preserve the consistency of operations throughout the Franchise System, the integrity of the Massage Envy brand and the goodwill of the Marks. Therefore, you agree that in operating and maintaining your Business, you will at all times comply with each and every mandatory System Standard, as we periodically modify and supplement them. Mandatory System Standards may regulate certain necessary aspects of the operation and maintenance of your Business including but not limited to any one or more of the following:

(1) design and layout specifications for a Massage Envy Business;

(2) sales, marketing, advertising and promotional programs and materials and media used in these programs;

(3) employee dress and appearance, although you have sole responsibility and authority for your employees' terms and conditions of employment and employee practices;

(4) minimum licensing, certifications, educational background, credentials and skill levels of massage therapists, stretch service providers, and estheticians performing services at your Business;

(5) specification of required and authorized products and services;

(6) use and display of the Marks;

(7) days and hours of operation;

(8) customer service standards and policies;

(9) issuing and honoring gift cards and similar items and participating in other promotions (you agree not to issue any gift cards or similar items except in accordance with our policies relating to gift cards);

(10) participation in market research and testing and product and service development programs;

(11) accepting credit and debit cards, other payment systems and check verification services;

(12) bookkeeping, accounting, data processing and record keeping systems and forms; formats, content and frequency of reports to us of sales, revenue, and financial reports and condition; and giving us copies of tax returns and other operating and financial information concerning the Franchise;

(13) the terms and format of membership agreements;

(14) any violation of the Massage Envy Code of Conduct Violation, Handling and Reporting policy as set forth in our Operations Manual; and

(15) any other aspects of operating and maintaining your Business that we determine to be useful to preserve or enhance the efficient operation, image or goodwill of the Marks and the preservation of the Massage Envy brand.

Notwithstanding the foregoing description of mandatory System Standards, mandatory System Standards do not give us the right, and will not be used by us, to control or manage your Business on a day-to-day basis, which, at all times, remains your responsibility. You and we recognize that we neither dictate nor control labor and employment matters for you and your employees.

All references to this Agreement are intended to incorporate all mandatory System Standards, now existing or hereafter adopted by us for the Franchise System. Subject to your rights under Section 8.B. relating to substantial alterations to the appearance, layout and/or design of your Business facility and/or replacement of a material portion of your Operating Assets, you acknowledge that our periodic modifications of our mandatory System Standards (including, without limitation, changes to the Computer System's components), which may accommodate regional and/or local variations, may obligate you to invest additional capital in your Business and incur higher operating costs, and you agree to comply with those obligations within the time period we specify. If (i) we notify you of a failure to comply with any mandatory System Standard and you fail to correct such non-compliance within the period of time that we require, then, in addition to any other remedies available to us under this Agreement (including, without limitation, termination of this Agreement) or (ii) after committing a default under this Agreement, you commit the same default within 6 months, then we reserve the right to impose a fine of up to $500 per occurrence. Our collection of a fine for an uncured breach of any System Standard shall not preclude us from subsequently terminating this Agreement at any time that the breach remains uncured. We will deposit all fines paid by you and other franchisees for non-compliance with our mandatory System Standards into the Marketing Fund.

K. SECURITY BREACH.

You are required to notify us immediately if you suspect or become aware of a Security Breach. With the exception of any required notification to the payment card brands under PCIDSS (or other applicable standards), you agree that we will notify affected persons and regulatory authorities in accordance with applicable law. If, after consultation with you, we determine that notification is required or appropriate, you agree that you will bear all costs associated with such notification, which may include, without limitation, any fees or costs for providing credit monitoring to the affected persons. Upon discovery of a Security Breach, you further agree that you will promptly investigate and remediate—at your expense—the source of such Security Breach.

9. MARKETING.

A. MARKETING FUND AND SUPPLEMENTAL MARKETING FUND.

We or our designee will administer a Marketing Fund (the "**Marketing Fund**") to pay for advertising, marketing, marketing materials, public relations programs, research and development and such other Franchise System development programs and activities that we deem appropriate from time to time. We or our designee will also administer a separate supplemental marketing fund (the "**Supplemental Marketing Fund**") to pay for advertising, marketing, marketing materials, public relations programs, research and development and such other Franchise System development programs and activities that we deem appropriate from time to time. For purposes of this Agreement, individually, each of the Marketing Fund and Supplemental Marketing Fund are referred to as the "**Fund**" and collectively, the Marketing Fund and Supplemental Marketing Fund will be referred to as the "**Funds**."

The Supplemental Marketing Fund is governed by the Supplemental Marketing Fund Council, which membership consists of representatives from Massage Envy Businesses, some of whom are elected by franchisees and some of whom are selected by us. The criteria for membership and its operating procedures and authority are described in the Bylaws of the Massage Envy Supplemental Marketing Fund Council, which may be amended from time to time.

You agree (i) to contribute to the Marketing Fund the amounts we periodically prescribe, not to exceed two percent (2%) of your Gross Sales, payable in the same manner as the Royalty (or in such other manner as we periodically prescribe); and (ii) to contribute to the Supplemental Marketing Fund the amounts we periodically prescribe, not to exceed two percent (2%) of your Gross Sales, payable in the same manner as the Royalty (or in such other manner as we periodically prescribe).

Massage Envy Businesses that we or our affiliates own will contribute to the Funds on the same basis as our franchisees.

Subject to the bylaws of the Supplemental Marketing Fund, we will designate, direct and have complete control over all advertising and marketing 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. The Marketing Fund and/or the Supplemental Marketing Fund may pay for: (i) preparing

and producing video, audio and written materials and digital and electronic media (including Social Media (defined below)); (ii) administering regional and multi-regional marketing and advertising programs, including, without limitation, marketing contests, promotional events, purchasing trade journal, direct mail, radio and other media advertising and using advertising, promotion and marketing agencies and other advisors to provide assistance; (iii) supporting public relations, market research and other advertising, brand promotion and marketing activities; (iv) development and improvements to our Website (as defined herein); (v) research, development and promotion related to new products and services that may be offered at or for Massage Envy Businesses; and (vi) research, development and promotion to enhance our System Standards, customer brand loyalty, our Franchise System, and Business staffing including, but not limited to, safety and prevention efforts, assessments, and programs related to inappropriate conduct; guest relations and/or member/guest complaint programs (and associated research or analytics), locating qualified individuals for massage therapist and other positions in the massage therapy and spa industries, and/or the massage therapy, spa, or wellness industry generally. The Marketing Fund and/or the Supplemental Marketing Fund will periodically give you samples of advertising, marketing and promotional formats and materials at no cost and will sell you multiple copies of these materials at its direct cost of producing them, plus any related shipping, handling and storage charges.

We will account for the Marketing Fund and Supplemental Marketing Fund separately from our other funds and not use either Fund for any of our general operating expenses, except to compensate us for the reasonable employee salaries (including compensation, bonus, taxes and benefits), administrative costs, travel expenses and overhead we or our designees incur in administering the Funds, and/or any of its or their permissible activities referenced in the prior paragraph including, without limitation, collecting and accounting for Marketing Fund and/or Supplemental Marketing Fund contributions. Neither the Marketing Fund nor Supplemental Marketing Fund will constitute assets of ours. Neither the Marketing Fund nor Supplemental Marketing Fund is a trust, and we do not owe you any fiduciary obligations because of our maintaining, directing or administering the Funds or any other reason. Each of the Marketing Fund and Supplemental Marketing may spend in any fiscal year more or less than the total contributions each received in that year, and each may borrow from us or others (paying reasonable interest) to cover deficits or invest any surplus for future use. We will use all interest earned on each Fund's contributions to pay such Fund's costs and expenses before using other assets of such Fund. We will prepare an annual, unaudited statement of each Fund's collections and expenditures, and give you copies of such statements upon written request. We may incorporate the Marketing Fund and/or Supplemental Marketing Fund or operate either Fund through a separate entity whenever we deem appropriate. The successor entity will have all of the rights and duties specified in this Subsection.

We intend each Fund to maximize recognition of the Marks and patronage of Massage Envy Business and to help improve the overall consumer experience and brand reputation. Although we will try to use the Marketing Fund and Supplemental Marketing Fund, in part, to develop advertising and marketing materials and programs, and to place advertising and marketing, that will benefit all Massage Envy Businesses contributing to the respective Fund, we need not ensure that a Fund's expenditures in or affecting any geographic area are proportionate or equivalent to the contributions made to a Fund by the Massage Envy Business operating in that geographic area or that any Massage Envy Business benefits directly or in proportion to its

contributions to a Fund from the development or placement of advertising and marketing materials. We have the right, but not the obligation, to use collection agents and to institute and prosecute legal proceedings to collect contributions owed to a Fund, which fees and charges associated with such actions will be borne by the applicable Fund. We also may forgive, waive, settle and compromise all claims by or against either Fund, without seeking the consent of you or any franchisee. Except as expressly provided in this Subsection, we assume no direct or indirect liability or obligation to you for collecting amounts due to, maintaining, directing or administering the Funds.

We may at any time defer or reduce the contributions of a Massage Envy Business franchisee to either or both Funds (and can at any time reinstate the obligation to make contributions to either or both Funds) and, upon thirty (30) days' prior written notice to you, reduce or suspend Marketing Fund or Supplemental Marketing Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Marketing Fund and/or Supplemental Marketing Fund. If we terminate either Fund, we will distribute all monies remaining in such Fund (after paying all outstanding obligations of such Fund) to the then current franchisees who had contributed to such Fund and to us and our affiliates, in proportion to their, and our, respective contributions to such Fund during the preceding twelve (12) the month period.

B. <u>BY YOU AND REGIONAL COOPERATIVES.</u>

(1) While the Marketing Fund and Supplemental Marketing Fund remain in effect and provided you make your required contributions to the Funds, you will not be required to contribute funds to any Regional Cooperative (as defined below) and you may choose, without any obligation, to spend amounts on advertising, marketing, and promotional programs for your Business in addition to your required contributions to the Marketing Fund and Supplemental Marketing Fund. However, should either the Marketing Fund and/or the Supplemental Marketing Fund be terminated for any reason, (a) you will be required to spend the amounts you were otherwise required to contribute to the terminated Fund(s), on advertising, marketing and promotional programs for your Business, which could include you deciding to make contributions to your Regional Cooperative and/or (b) we have the right to require that you make contributions to your Regional Cooperative in the same amounts as you previously contributed to the now-terminated Fund(s).

(2) You agree that we may designate a geographic area in which two (2) or more Massage Envy Businesses are located as a region in order to establish an advertising cooperative (a "**Regional Cooperative**"). The Regional Cooperative's members in any area will include all of the Massage Envy Businesses operating in that area (including us or our affiliates, if applicable). Each Regional Cooperative will (i) be organized and governed in a form and manner that we prescribe, (ii) begin operating on a date that we determine in advance, (iii) meet monthly, and (iv) submit to us the agenda and minutes for each meeting in accordance with our procedures. We may change, dissolve, or merge Regional Cooperatives. Each Regional Cooperative's purpose is, with our approval, to administer advertising programs and develop advertising, marketing and promotional materials for the area covered by the Regional Cooperative. If, as of the time you sign this Agreement, we have established a Regional Cooperative for the geographic area in which your Business is located, or if we establish a Regional Cooperative in that area during the Term of this Agreement, you agree to sign the documents we may require in order for you to become a member

of the Regional Cooperative and to participate in the Regional Cooperative as those documents may require. You agree to complete and submit to us and the Regional Cooperative any reports that we or it requires. All material decisions of the Regional Cooperative will require the affirmative vote of fifty-one percent (51%) of all Massage Envy Businesses operating within the Regional Cooperative's area (including, if applicable, those operated by us and our affiliates), with each Massage Envy Business receiving one (1) vote. Your Regional Cooperative may, with the majority vote of its members, engage in activities other than advertising and marketing including, but not limited to, therapist recruitment and promotion of massage therapy as a career, regional employee appreciation events, and joint purchasing or vendor arrangements.

(3) You agree that you and your regional cooperative's advertising, promotion and marketing will be completely clear, factual and not misleading and will conform to the highest standards of ethical advertising and marketing and the advertising and marketing policies that we prescribe from time to time. Before you or your regional cooperative uses them, you must send us for approval samples of all advertising, promotional and marketing materials which we have not prepared or previously approved during the last twelve (12) months. If we do not disapprove the materials within fifteen (15) calendar days of our receipt of them, they shall be deemed approved. You may not use any advertising, promotional or marketing materials that we have disapproved. Further, you may not market or advertise in violation of federal laws regulating advertising, such as the CAN-SPAM Act and the TCPA, and state advertising laws applicable to your franchise.

C. <u>WEBSITES AND INTERACTIVE MEDIA.</u>

You specifically acknowledge and agree that any Website (as defined below) shall be deemed "advertising" under this Agreement and will be subject to (among other things) our approval under Section 9.C. As used in this Agreement, the term "**Website**" means an interactive electronic document, a mobile media or a social media tool or page or Internet presence, contained in or utilizing a network of computers linked by communications software, including the Internet, World Wide Web and any similar successor technology, including texting, social media promotions, postings or sites, such as Facebook, Twitter and Myspace, and including any other electronic, mobile or digital device, method or system enabling the transmission of information. In connection with any Website that refers to your Business, Massage Envy Business, the services or products offered by Massage Envy Business, or the Marks, you agree to the following:

(1) You shall not establish a separate Website without our prior written consent. We shall have the right, but not the obligation, to designate one or more web page(s) to describe you and/or your Business, such web page(s) to be located within our Website; and

(2) If we approve, in writing, a separate Website for you, then each of the following provisions shall apply:

(a) You shall not establish or use the Website without our prior written approval.

(b) Before establishing the Website, you shall submit to us, for our prior written approval, a sample of the proposed Website domain name, format, visible content (including, but not limited to, proposed screen shots), and non-visible content (including, but not

limited to, meta tags) in the form and manner we may reasonably require; and you shall not use or modify such Website without our prior written approval as to such proposed use or modification.

(c) In addition to any other applicable requirements, you shall comply with our standards and specifications for Websites as we prescribe from time to time in the Operations Manual or otherwise in writing.

(d) If we require, you shall establish such hyperlinks to our Website and others as we may request in writing.

(e) We may revoke our approval at any time, in writing, and require that you discontinue use of a separate Website.

(f) You shall ensure compliance with all standards, laws, rules, regulations or any equivalent thereof relating to personal information, data privacy and data protection, including but not limited to the California Consumer Privacy Act, Cal. Civ. Code § 1798.100, et seq., and must comply with any privacy policies or data protection and breach response policies we periodically may establish.

D. SOCIAL MEDIA.

You must comply with the standards developed by us for the Franchise System, in the manner directed by us in the Operations Manual or otherwise, with regard to our authorization to use, and use of, blogs, common social networks (including "Facebook" and "Myspace"), professional networks (including "LinkedIn"), live blogging tools (including "Twitter"), virtual worlds, file, audio and video sharing sites and other similar social networking media or tools ("**Social Media**") that in any way references the Marks or involves the Franchise System, Massage Envy Business or the Business.

10. RECORDS, REPORTS AND FINANCIAL STATEMENTS.

You agree to establish and maintain at your own expense a bookkeeping, accounting and recordkeeping system conforming to the requirements and formats we prescribe from time to time, including by completing our standard Chart of Accounts in the manner we specify. We may require you to use a Computer System to maintain certain sales and expense data and other information, in such formats as we periodically prescribe, and to transmit that data and information to us on a schedule we periodically prescribe. You also must maintain the Computer System in order to allow us unlimited independent access to, and the ability to download, all information in your Computer System at any time. In addition to our ability to access and download information in your Computer System, you agree to give us and your Regional Developer in the manner and format that we periodically prescribe:

(1) on or before the Payment Day, a report on your Gross Sales during the previous week;

(2) within five (5) days after the end of each month, the operating statements, financial statements, statistical reports and other information we request regarding you and your Business covering that month;

(3) by February 28th of each year, the operating statements, financial statements, statistical reports and other information we request regarding you and your Business for the previous calendar year; and

(4) within ten (10) days after our request, exact copies of federal and state income and other tax returns and any other forms, records, books and other information we periodically require relating to your Business or the Franchise.

You agree to verify and sign each report and financial statement in the manner we prescribe. We may disclose data derived from these reports, although we will not (without your consent) disclose your identity in connection with that data in any materials that we circulate publicly. If you ever receive formal notice from us of your failure to comply with your reporting or payment obligations under this Agreement, we may require you to have audited financial statements prepared annually during the remainder of the Term of this Agreement.

11. INSPECTIONS AND AUDITS.

A. OUR RIGHT TO INSPECT YOUR BUSINESS.

To determine whether you and your staff are complying with this Agreement and all mandatory System Standards, we and our designated agents and representatives may at all times and without prior notice to you:

(1) inspect your Business;

(2) observe, photograph, and videotape your Business' operation (including so called "mystery shopping") for consecutive or intermittent periods we deem necessary;

(3) remove samples of any Products;

(4) interview your personnel and customers; and

(5) inspect and copy any books, records and documents relating to your operation.

In connection with the foregoing, you agree to cooperate with us fully. If we exercise any of these rights, we will use commercially reasonable efforts not to interfere unreasonably with your operation. You agree to present to your customers the evaluation forms that we periodically prescribe and to participate and/or request your customers to participate in any surveys performed by or for us.

B. OUR RIGHT TO AUDIT.

We may at any time during your business hours, and without prior notice to you, examine your business, bookkeeping and accounting records, sales and income tax records and returns, and other records. You agree to cooperate fully with our representatives and independent accountants in any inspection or audit. If any inspection or audit discloses an understatement of your Gross Sales, you must pay us, within fifteen (15) days after receiving the inspection or audit report, the

Royalty and contributions to the Funds and any Regional Cooperatives due on the amount of the understatement, plus interest (in the amount described in Section 3.D. above) from the date originally due until the date of payment. Further, if an inspection or audit is necessary due to your failure to furnish reports, supporting records or other information as required, or to furnish these items on a timely basis, or if our examination reveals a Royalty or contribution understatement to the Funds exceeding two percent (2%) of the amount that you actually reported to us for the period examined, you agree to reimburse us for the cost and expense of our examination including, without limitation, the charges of attorneys and independent accountants and the travel expenses, room and board, and compensation of our employees. These remedies are in addition to our other remedies and rights under this Agreement and applicable law.

12. TRANSFER.

A. DELEGATION TO REGIONAL DEVELOPER.

You acknowledge that we may delegate some or all of our obligations under this Agreement relating to sales, training, site assistance, and supervisory services (such as inspections to ensure your compliance with mandatory System Standards) to any person identified as a "Regional Developer" in the Franchise Disclosure Document that was provided to you or that we subsequently designate as a Regional Developer. You agree in advance to any such delegation and assignment by us of any portion or all of our obligations and rights under this Agreement. You also acknowledge that you are not a third-party beneficiary of any Regional Development Agreement or other agreement between us and any Regional Developer.

B. TRANSFER BY US.

We may change our ownership or form and/or assign this Agreement and any other agreement without restriction. This Agreement and any other agreement will inure to the benefit of any transferee or other legal successor.

C. TRANSFER BY YOU.

You understand and acknowledge that the rights and duties this Agreement creates are personal to you and that we have granted you the Franchise in reliance upon our perceptions of your character, skill, aptitude, attitude, English language proficiency, business ability and financial capacity. Accordingly, neither: (i) this Agreement or any interest in this Agreement; (ii) your or any Entity's interest in the Franchise, your Business or its assets (or any right to receive all or a portion of your profits or losses or any capital appreciation relating to your Business); (iii) all or substantially all of the Operating Assets; (iv) any ownership interest in you; nor (v) any ownership interest in any Entity holding the Franchise, may be transferred without our prior written approval. A transfer of the Business' ownership, possession, or control, or all or substantially all of the Operating Assets, may be made only with the concurrent transfer (to the same proposed transferee) of the franchise rights (with the transferee assuming this Agreement or signing our then-current form of franchise agreement and related documents, as we may require). Any transfer without our prior written approval is a breach of this Agreement and has no effect, meaning you and your owners will continue to be obligated to us for all obligations under this Agreement.

In this Agreement, the term "**transfer**" includes any voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition and includes the following events:

(1) transfer of record or beneficial ownership of capital stock (if the Entity holding the Franchise is a corporation), a partnership or membership interest (if the Entity holding the Franchise is a partnership or limited liability company), or any other ownership interest or right to receive all or a portion of your profits or losses;

(2) a merger, consolidation or exchange of shares or other ownership interests, or issuance of additional ownership interests or securities representing or potentially representing shares or other ownership interests, or a redemption of shares or other ownership interests;

(3) any sale or exchange of voting interests or securities convertible to voting interests, or an agreement granting the right (directly or indirectly) to exercise or control the exercise of the voting rights of any owner or to control your (or an Entity with an ownership interest in you) or the Business' operations or affairs;

(4) transfer of an interest in you, this Agreement, your Business or its assets (or any right to receive all or a portion of your profits or losses or any capital appreciation relating to your Business) in a divorce, insolvency or entity dissolution proceeding, or otherwise by operation of law;

(5) if you or an Owner of the Entity holding the Franchise dies, transfer of an interest in the Entity, this Agreement, or your Business or its assets (or any right to receive all or a portion of your profits or losses or any capital appreciation relating to your Business) by will, declaration of or transfer in trust, or under the laws of intestate succession; or

(6) pledge of this Agreement (to someone other than us) or of an ownership interest in the Entity holding the Franchise as security or collateral, foreclosure upon or attachment or seizure of the Business, or your transfer, surrender or loss of the possession, control or management of your Business.

D. CONDITIONS FOR APPROVAL OF TRANSFER.

You will need our approval of any transfer you and your Owner(s) are contemplating in addition to you and your Owner's being in full compliance with this Agreement and the proposed buyer(s) being, in our opinion, individuals of good moral character who have sufficient business experience, English language proficiency, aptitude and financial resources to own and operate the Massage Envy Business and otherwise meet our then-applicable standards for franchisees, and further provided that the following conditions are met prior to, or concurrently with, the effective date of the sale:

(1) all your obligations incurred in connection with this Agreement have been discharged or assumed by the buyer(s);

(2) you shall have paid such Royalties, contributions to the Funds and to the Regional Cooperative, if any, and amounts owed for purchases by you from us which are then due and unpaid;

(3) the buyer(s) shall have completed the Initial Training Program required of new franchisees;

(4) the buyer(s) shall have proven to us it has or they have the minimum net worth and liquidity requirements we have established in order to undertake and perform the requirements of the Agreement;

(5) the buyer(s) shall be in full compliance with its or their Massage Envy franchise agreement(s) if a current Massage Envy franchisee;

(6) the lessor shall have consented to your assignment of the lease to the buyer(s), or the buyer(s) shall have secured substitute premises for the Massage Envy Business that has been approved by us;

(7) at our option, either (i) the buyer(s) and its or their owner shall have executed an assignment agreement and personal guaranty and agreed to be bound by the existing franchise agreement and such ancillary agreements that accompanied the grant of the Franchise for the transferred Massage Envy Business or (ii) the buyer and its or their owner will execute the then-current franchise agreement and its ancillary agreements, with the term to begin on the effective date of such agreement; and

(8) you or the buyer(s) shall have paid a training and assignment fee to us in the amount equal to two-thirds (2/3's) of our then-current initial franchise fee for new Massage Envy Businesses to defray expenses incurred by us in connection with the transfer, including, without limitation, legal and accounting fees, credit and other investigation charges and evaluation of buyer(s) and the terms of the transfer; and

(9) the buyer(s) shall have replaced or refurbished fixtures, signs, equipment, furniture and furnishings, and otherwise modified the methods and operations of the Massage Envy Business in compliance with specifications and standards then applicable to new franchises for Massage Envy Business; and

(10) you and the Owner(s) shall have executed a general release, in a form satisfactory to us, of any and all claims against us and our members, managers, officers, directors, employees and agents and, if applicable your Regional Developer and its members, owners, officers, directors and employees; and

(11) we shall have approved the material terms and conditions of such transfer, including, without limitation, that the price and terms of payment are not so burdensome as to adversely affect the future operations of the Massage Envy Business by the buyer(s) in compliance with assigned franchise agreement and ancillary agreements;

(12) you and the Owner(s) shall reaffirm a covenant not to compete in favor of us and the buyer(s), all as contained within this Agreement;

(13) you and the Owner(s) shall have entered into an agreement with us to subordinate the buyer(s)' obligations to you or your Owner(s) to those obligations owed to us;

(14) you shall have complied with our insurance requirements for your Business including if your professional and/or general liability clinic insurance is on a claims made form, then you shall have purchased tail insurance extending for a period of at least three (3) years following the date of the sale that includes the insurance coverage mandated in conjunction with the operation of your Business prior to the transfer; and

(15) we have not exercised our right of first refusal under this Agreement.

If the proposed transfer is to an entity described in Subsection (E) below, then Subsection (7) above will not apply, although you must reimburse us for the costs we incur in the transfer, including any reasonable personnel and legal expenses. We may review all information regarding your Business that you give the transferee and give the transferee copies of any reports that you have given us or we have made regarding your Business.

E. ASSIGNMENT TO ENTITY PRINCIPALLY CONTROLLED BY YOU.

The franchise and its assets and liabilities may be assigned to a newly-formed corporation or other legal entity that conducts no business other than the operation of the Massage Envy Business and in which you and any of your principals own and control in the aggregate not less than one hundred percent (100%) of the equity and voting power of all outstanding capital stock or ownership interest, provided as follows:

(1) that the proposed transferee complies with the provisions of this Agreement;

(2) that you are empowered to act for said corporation or other legal entity;

(3) that you shall submit to us documentation that we may reasonably request to effectuate the transfer, including the approving and acknowledging execution of this Agreement;

(4) that you shall submit to us a true and complete list of the shareholders, members or partners, showing number of shares or interests owned, and a list of the officers and directors if a corporation, or managers if a limited liability company, or managing partners if a partnership. We shall be promptly notified of any changes in said lists;

(5) that all certificates of shares or interests issued by transferee at any time shall have endorsed thereon an appropriate legend to conform with state law, referring to this Agreement by date and name of parties hereto, and stating "Transfer of This Certificate is Limited by the Terms and Condition of a Franchise Agreement Dated _____;"

(6) that a copy of this Agreement shall be given to every shareholder, member or partner of the legal entity, all of whom shall execute an Assignment Agreement in the form prepared by us to effect this assignment and who, along with their respective spouses, shall also execute the Guaranty and Assumption of Obligations;

(7) that a copy of the organizational documents and any corporate resolutions, and a Certificate of Good Standing, will be furnished to us at our reasonable request, and prompt notification in writing of any amendments thereto will be provided to us; and

(8) That the number of shares or interests issued or outstanding in the transferee will not be increased or decreased without prior written notice to us and only in compliance with Section 12.C. and 12.D. above. In addition, new shareholders, members or partners must agree to be bound by this entire Agreement. Shareholders, members or partners may make a separate agreement among them providing for purchase by the survivors among them of the shares of any shareholders or interests of any members or partners upon death, or other agreements affecting ownership or voting rights, so long as voting control and a majority representation of the board of directors or members or partners remains with those individuals who initially applied for and were approved as franchisees under this Agreement. Shareholders, members or partners must notify us in writing of any such agreement which affects control of the transferee.

F. DEATH OR DISABILITY.

(1) Transfer Upon Managing Owner's Death or Disability.

Upon the death or disability of the Managing Owner, the Managing Owner's executor, administrator, conservator, guardian or other personal representative must transfer the Managing Owner's interest in this Agreement, the Lease, the Business and its assets, or the Managing Owner's ownership interest in the Entity holding the Franchise, to a third party or to another existing Owner. That transfer (including, without limitation, transfer by bequest or inheritance) must occur, subject to our rights under Subsection (2) below, within a reasonable time, not to exceed nine (9) months from the date of death or disability and is subject to all of the terms and conditions in Section 12.D., as well as to any other requirements we have for "Managing Owners." A failure to transfer such interest within this time period is a breach of this Agreement. The term "**disability**" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent the Managing Owner from supervising the management and operation of your Business for ninety (90) or more consecutive days.

(2) Operation Upon Your Death or Disability.

If, upon the death or disability of the Managing Owner, you do not have a Business Manager to manage the day-to-day operations of your Business, then the Managing Owner's executor, administrator, conservator, guardian or other personal representative must within a reasonable time, not to exceed thirty (30) days from the date of death or disability, appoint a Business Manager we approve to operate your Business. Any new Business Manager that you appoint must, at your expense or at the expense of the Managing Owner's estate, satisfactorily complete the training that we designate within the time period we specify. In the event the Managing Owner is disabled, we have the right to evaluate the capabilities of the Business Manager to determine whether he/she can operate as the Business Manager during a period in which the Managing Owner will likely not be able to supervise the Business Manager on a full-time basis. For the avoidance of any doubt, retaining a Business Manager does not alleviate the obligation of the Managing Owner or the Managing Owner's executor, administrator, conservator, guardian or other personal representative, depending on the circumstances, to designate a Managing Owner.

G. EFFECT OF CONSENT TO TRANSFER.

Our consent to any transfer is not a representation of the fairness of the terms of any contract between you and the transferee, a guarantee of the transferee's prospects of success, or a waiver of any claims we have against you or of our right to demand the transferee's full compliance with this Agreement's terms and conditions.

H. OUR RIGHT OF FIRST REFUSAL.

If you or any of your Owners, or the owner of any ownership interest in an Entity with an ownership interest in you shall at any time determine to sell or transfer for consideration the franchise rights granted by this Agreement and the Business (or all or substantially all of its Operating Assets), any ownership interest in you, or any ownership interest in an Entity with an ownership interest in you (except to or among your current owners or in a transfer under Section 12.E. which are not subject to this Section 12.H.), you or your Owners shall obtain a bona fide, executed written offer relating exclusively to an interest in you or in the Business from a responsible and fully disclosed buyer, and shall submit a true and complete copy of such offer to us. The offer must include details of the payment terms of the proposed sale and the sources and terms of any financing for the proposed purchase price. To be a valid, bona fide offer, the proposed purchase price must be in a fixed dollar amount and without any contingent payments of purchase price (such as earn-out payments). We may require that you (or your owners) send us copies of any materials or information you send to the proposed buyer or transferee regarding the possible transaction.

For a period of thirty (30) days from the date of the delivery of the offer, we shall have the right, exercisable by written notice to you or your Owners, to purchase the Business or such ownership interest in you for the price and on the terms and conditions contained in such offer, provided that: (1) we may substitute cash for any form of payment proposed in the offer; (2) our credit will be deemed equal to the credit of any proposed buyer; (3) the closing will be not less than thirty (30) days after notifying you of our election to purchase or, if later, the closing date proposed in the offer; (4) we must receive, and you and the Owners agree to make, all customary representations and warranties given by the seller of the assets of a business or ownership interests in a legal entity, as applicable, including, without limitation, representations and warranties regarding ownership and condition of, and title to, assets and (if applicable) ownership interests, liens and encumbrances and validity of contracts and agreements, and the liabilities, contingent or otherwise, relating to the assets or ownership interests being purchased, and indemnities for all actions, events and conditions that existed or occurred in connection with the Business prior to the closing of our purchase; and (5) you and your Owners sign a general release, in a form satisfactory to us, of any and all claims against us and our affiliates and their respective owners, officers, directors, employees, representatives, agents successors and assigns. If we exercise our right of first refusal, you and your Owners (and their spouses) agree that, for eighteen (18) months beginning on the closing date, you and the selling Owners (and their spouses) will be bound by the non-competition covenant contained in Section 15.D. below.

If we do not exercise our right of first refusal, you and your Owners may complete the sale to the proposed buyer on the original offer's terms, but only if we approve the transfer as provided in Sections 12.C. and 12.D. above. If you do not complete the sale to the proposed buyer (with our

approval) within sixty (60) days after we notify you that we do not intend to exercise our right of first refusal, or if there is a material change in the terms of the sale (which you must tell us promptly), we will have an additional right of first refusal during the thirty (30) day period following either the expiration of the sixty (60) day period or our receipt of notice of the material change(s) in the sale's terms, either on the terms originally offered or the modified terms, at our option.

We have the right to assign our right of first refusal under this Section 12.H. to any person or entity (who may be an affiliate), and that person or entity will have all of the rights and obligations under this Section 12.H. Upon such assignment, you and your Owners acknowledge and agree that all of our duties and obligations are discharged, and we shall have no liability to you or your Owners. If we do not exercise our right of first refusal, you and your Owners may complete the sale of the Business or such ownership interest pursuant to and on the terms and conditions of such offer, subject to our approval of the purchaser in Section 12.D. of this Agreement.

13. EXPIRATION OF THIS AGREEMENT.

A. <u>YOUR RIGHT TO ACQUIRE A SUCCESSOR FRANCHISE.</u>

Upon expiration of the Term, if you (and each of your Owners) have substantially complied with this Agreement during the term of this Agreement, are then in compliance with this Agreement, meet our then applicable standards for franchisees, including but not limited to the minimum net worth and liquidity requirements for new franchisees to operate a Massage Envy Business, and:

(1) you either (i) maintain possession of the Site and agree to remodel and/or expand your Business facility, add or replace improvements, equipment, fixtures, furnishings, and signs, and otherwise modify your Business facility as we require to bring it into compliance with specifications and standards then applicable for new Massage Envy Business or (ii) if you are unable to maintain possession of the Site, or if in our judgment your Business should be relocated, you: secure a substitute Site we approve; develop the substitute Site in compliance with specifications and standards then applicable for new Massage Envy Business; and continue to operate the Business at the original Site until operations are transferred to the substitute Site;

(2) you pay us a Successor Fee as defined in Section 3.F. above; and

(3) we have not indicated to you, prior to the date that you give us notice, our intent to withdraw from the market serviced by you under this Agreement and cease the offer and sale of Massage Envy Business in such market;

then, subject to the terms and conditions in this Section, you will have the right to acquire another Franchise (the "Successor Franchise") to operate the Business on the terms and conditions of the franchise agreement we are then using in granting Successor Franchises, any and all of the terms of which may differ materially from those contained in this Agreement (including fees and the boundaries of your Territory). If you are not granted a Successor Franchise because we have indicated our withdrawal from your market under Subsection (3) above, you shall retain the right

to operate your Business as an independent, non-franchised business provided that you agree to comply with Sections 15.A., 15.B., 15.C. and 15.F. and our purchase option shall not apply.

B. GRANT OF A SUCCESSOR FRANCHISE.

You agree to give us notice of your election to acquire a Successor Franchise at least twelve (12) months but not more than fifteen (15) months prior to the expiration of the Term. We may require you to provide certain financial information relating to you and your Business' operation along with (and after delivering) your notice. After we receive your notice and all required information, we will conduct an audit of your Business to determine your compliance with your obligations under this Agreement; whether you meet our minimum standards for character, skill, aptitude, attitude, English language proficiency (to ensure you can effectively communicate with your staff, your customers and us), business ability and financial capacity; and the right to own and operate a Massage Envy Business. We will advise you within ninety (90) days after we receive your notice and all required information of any deficiencies which must be corrected by you before we will grant you a Successor Franchise or the reason why we will not grant you a Successor Franchise.

C. AGREEMENTS/RELEASES.

If you satisfy all of the other conditions to the grant of a Successor Franchise, you and your Owners must, at least six (6) months prior to the expiration of the Term, execute and return to us the form of franchise agreement and any ancillary agreements we are then using in connection with the grant of Successor Franchises (modified as permitted in Section 13.A. above). As a further condition to the grant of a Successor Franchise, you and each Owner must also execute and deliver to us (together with delivery of the signed franchise agreement) general releases, in a form satisfactory to us, of any and all claims against us, our affiliates, and our affiliates' respective subsidiaries, shareholders, officers, directors, employees, agents, successors, and assigns and, if applicable, your Regional Developer and its members, owners, officers, directors and employees. Subject to the terms and conditions contained herein, you shall receive one (1) Successor Franchise, the term of which shall be modified to begin on the date such franchise agreement is executed.

14. REMEDIES UPON DEFAULT, INCLUDING TERMINATION OF AGREEMENT.

A. TERMINATION FOR INSOLVENCY.

You shall be in default under this Agreement, and all rights granted to you herein shall automatically terminate without notice to you, if you make an assignment for the benefit of creditors or admit in writing your insolvency or inability to pay your debts generally as they become due; you consent to the appointment of a receiver, trustee or liquidator of all or the substantial part of your property; the Business or its assets are attached, seized, subjected to a writ or distress warrant, or levied upon, unless the attachment, seizure, writ, warrant or levy is vacated within thirty (30) days; or any order appointing a receiver, trustee or liquidator of you or the Business is not vacated within thirty (30) days following the order's entry.

B. IMMEDIATE TERMINATION FOR UNCURABLE DEFAULTS.

Upon the occurrence of any of the following events of default, we may, at our option, terminate this Agreement and all rights granted hereunder, without affording you any opportunity to cure the default, effective immediately upon the provision of notice to you:

(1) if you have made or make a material misrepresentation or omission in acquiring the Franchise or operating your Business;

(2) if you breach Section 8.C. of the Agreement;

(3) if your Managing Owner (or a substitute Managing Owner that you appoint) or your Business Manager does not satisfactorily complete initial training;

(4) if you abandon or fail actively to operate your Business for three (3) or more consecutive calendar days, unless you close the Business for a purpose we approve;

(5) if you surrender or transfer control of the operation of your Business without our prior written consent;

(6) if you are convicted by a trial court of, or plead no contest to, a felony;

(7) if you interfere with our right to inspect the Business or its records or observe its operation, as provided in Section 11;

(8) if you engage in (a) any conduct which, in our opinion, is dishonest, unethical, offensive, or illegal or (b) any other conduct which, in our opinion, adversely affects the reputation of your Business, the reputation of other Massage Envy Business or the goodwill associated with the Marks;

(9) if you make an unauthorized transfer in breach of Section 12;

(10) if the lease for the Site is terminated for any reason or you otherwise lose possession of the Site and you do not find another site approved by us and sign a lease which meets our standards within ninety (90) days of such termination;

(11) if any license or permit necessary for the proper operation of your Business is suspended, revoked or not renewed;

(12) if you knowingly make any unauthorized use or disclosure of any part of the Operations Manual or any other Confidential Information;

(13) if you fail to maintain minimum Gross Sales of $500,000 for a Massage Envy Business during any consecutive twelve (12) month period after opening of your Massage Envy Business;

(14) if you knowingly make any unauthorized use of our Marks or Copyrights;

(15) if you violate any law, ordinance or regulation relating to the ownership or operation of the Business (including, without limitation, any law pertaining to health, safety, or sanitation or licensing), or operate your Business in an unsafe manner, and (if the violation can be corrected) you do not begin to correct the violation immediately, and correct the violation fully within seventy-two (72) hours, after you receive notice of the violation from us;

(16) if you fail to pay when due any federal, state or local income, service, sales or other taxes due with respect to the operation of your Business, or repeatedly fail to make or delay making payments to your suppliers or lenders, unless you are in good faith contesting your liability for these taxes or payments;

(17) if you understate your Gross Sales three (3) times or more during this Agreement's term or by more than five percent (5%) on any one occasion;

(18) if you (a) fail on three (3) or more separate occasions within any twenty-four (24) consecutive month period to submit when due reports or other data, information or supporting records, pay when due any amounts due to us (or our affiliates), or otherwise comply with this Agreement, whether or not you correct any of these failures after we deliver written notice to you; or (b) fail on two (2) or more separate occasions within any twelve (12) consecutive month period to comply with the same obligation under this Agreement, whether or not you correct either of the failures after we deliver written notice to you;

(19) if you default under a promissory note or loan agreement with respect to any material financing arrangement and fail to cure the default before the expiration of the cure period, if any;

(20) if you fail to comply with your obligations under the Massage Envy Code of Conduct, Violation, Handling and Reporting Policy contained in the mandatory System Standards (including the minimum requirements for managers, massage therapists, stretch service providers, and estheticians); or

(21) if we send a notice of termination, no matter the reason, under any other franchise agreement to which you or one of your affiliates is a party or owns any direct or indirect ownership interest in a Massage Envy Business operating under any other franchise agreement with us or one of our affiliates.

C. <u>TERMINATION AFTER 10-DAY CURE PERIOD.</u>

Upon the occurrence of any of the following events of default, we may, at our option, terminate this Agreement by giving written notice of termination stating the nature of the default to you at least ten (10) days prior to the effective date of termination; provided, however, that you may avoid termination by immediately initiating a remedy to cure such default, curing it to our satisfaction, and by promptly providing proof thereof to us within the ten (10) day period. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to you, effective immediately upon the expiration of the ten (10) day period or such longer period as applicable law may require.

(1) if you fail to pay us (or our affiliates) any amounts or you fail to pay any other financial obligation of your Business; or

(2) if you fail to maintain the insurance we require from time to time.

D. TERMINATION AFTER 30-DAY CURE PERIOD.

Except as otherwise provided in Sections 14.A., 14.B., and 14.C. of this Agreement, upon any other default by you that, in our discretion, is subject to cure, we may terminate this Agreement by giving written notice of termination stating the nature of the default to you at least thirty (30) days prior to the effective date of termination; provided, however, that you may avoid termination by immediately initiating a remedy to cure such default, curing it to our satisfaction, and by promptly providing proof thereof to us within the thirty (30) day period. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to you, effective immediately upon the expiration of the thirty (30) day period or such longer period as applicable law may require.

E. REMEDIES UPON DEFAULT.

In addition to and without limiting our other rights and remedies under this Agreement, any other agreement and applicable law, upon the occurrence of any of the events that give rise to our right to terminate this Agreement under Sections 14.A., 14.B., 14.C. and 14.D., we may, at our sole option and upon delivery of written notice to you, elect to take any or all of the following actions without terminating this Agreement:

(1) temporarily or permanently reduce the size of the Territory, in which event the restrictions on us and our affiliates under the first paragraph of Section 1.C. will not apply in the geographic area that was removed from the Territory;

(2) temporarily remove information concerning the Massage Envy Business from the Website and/or stop your or the Massage Envy Business's participation in any other programs or benefits offered on or through the Website;

(3) suspend your right to participate in one or more programs or benefits that the Marketing Fund provides and/or your Marketing Fund contributions fund;

(4) suspend any other services that we or our affiliate provides to you under this Agreement or any other agreement;

(5) suspend or terminate any temporary or permanent fee reductions to which we might have agreed (whether as a policy, in an amendment to this Agreement or otherwise);

(6) refuse to provide any operational support that this Agreement requires, or we have elected to provide; and/or

(7) enter the Massage Envy Business's premises and assume the management of the Massage Envy Business ourselves or appoint a third party (which may be our affiliate or a Regional Developer) to manage the Massage Envy Business. If we or our assignee does so, the

manager will not exercise direct or indirect control over the working conditions of the Massage Envy Business except to the extent such indirect control is related to our legitimate interest in protecting the quality of products, services, or the Massage Envy brand. All funds from the operation of the Massage Envy Business while we or our appointee assumes its management will be kept in a separate account, and all of the expenses of the Massage Envy Business will be charged to that account. We or our appointee may charge you (in addition to the amounts due under this Agreement) a reasonable management fee we specify, up to eight percent (8%) of the Massage Envy Business's Gross Sales, but not less than $5,000.00 per month, plus our (or our appointee's) direct out-of-pocket costs and expenses. We or our appointee has a duty to utilize only reasonable efforts and will not be liable to you for any debts, losses or obligations the Massage Envy Business incurs, or to any of your creditors for any products or services the Massage Envy Business purchases, while managing it. You shall not take any action or fail to take any action that would interfere with our or our appointee's exclusive right to manage the Massage Envy Business. Our (or our appointee's) management of the Massage Envy Business will continue for intervals lasting up to ninety (90) days each, and we will during each interval periodically evaluate whether you are capable of resuming the Massage Envy Business's operation and periodically discuss the Massage Envy Business's status with you. Our exercise of our rights under this Section 14.E. will not be a defense for you to our enforcement of any other provision of this Agreement or waive or release you from any of your other obligations under this Agreement. Our exercise of these rights will not constitute an actual or constructive termination of this Agreement nor be our sole or exclusive remedy for your default. You remain obligated to pay all fees due hereunder and otherwise comply with all of your obligations under this Agreement (except as set forth in Section 14.E.(7)) following our exercise of any of these rights, although you acknowledge and agree that we will use revenue generated at the Massage Envy Business to pay many of the operating and franchise-related expenses of the Business during the period we manage the Massage Envy Business; provided, however, that we will only pay such expenses to the extent of available funds (less a reasonable reserve for working capital). Notwithstanding the preceding sentence, you remain obligated to pay separately fees and expenses associated with the Business which are not directly related to its day-to-day operation such as, but not limited to, any debt service and taxes. If we request, you will execute a management agreement prepared by us to facilitate our or our appointee acting as manager pursuant to this Section 14.E. For purposes of clarity, you acknowledge and agree that, among other reasons, we (or a third party assignee) may assume management of the Massage Envy Business under this Section 14.E.(7) if: (i) you abandon or fail to actively operate the Business; (ii) this Agreement terminates or expires and we are deciding whether to exercise our option to purchase the Business under Section 15.E. of this Agreement; or (iii) in lieu of terminating this Agreement, we are facilitating the transition of the Business to another Massage Envy franchisee (new or currently existing) or an orderly winding-down of the Business. If we exercise any of our rights under this Section 14.E., we may thereafter terminate this Agreement without providing you any additional corrective or cure period, unless the default giving rise to our right to terminate this Agreement has been cured to our reasonable satisfaction.

15. OUR AND YOUR RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT.

A. PAYMENT OF AMOUNTS OWED.

Within fifteen (15) days after the earlier of the termination or expiration of this Agreement, or on any later date that we designate, you will pay us any and all accrued and unpaid and otherwise outstanding Royalties, Marketing Fund contributions, National or Regional Cooperative contributions, technology fees and interest charges as well as all other outstanding amounts owed to us, our affiliates or our or their franchisees. Irrespective of whether this Agreement expires or is earlier terminated, if your Massage Envy Business ceases operating as a result of the expiration or earlier termination of this Agreement, you acknowledge and agree you remain obligated to continue to pay all fees, expenses and reciprocity rates associated with the then-active membership agreements to which you are a party and gift cards you previously sold.

B. DE-IDENTIFICATION.

When this Agreement expires or is terminated for any reason:

(1) you shall not directly or indirectly at any time thereafter or in any manner (except in connection with other Massage Envy Business you own and operate): (a) identify yourself or any business as a current or former Massage Envy Business or as one of our franchisees; (b) use any Copyright, Mark, any colorable imitation of a Mark, any trademark, service mark or commercial symbol that is confusingly similar to any Mark, or other indicia of a Massage Envy Business in any manner or for any purpose; or (c) use for any purpose any trade name, trademark, service mark or other commercial symbol that indicates or suggests a connection or association with us;

(2) you agree to take the action required to cancel all fictitious or assumed name or equivalent registrations relating to your use of any Mark;

(3) you agree to deliver to us within thirty (30) days all advertising, marketing and promotional materials, forms, and other materials containing any Mark or Copyright or otherwise identifying or relating to a Massage Envy Business that we request and allow us, without liability to you or third parties, to remove these items from your Business facility;

(4) if applicable, notify all search engines of the termination or expiration of your right to use all domain names, Websites and other search engines associated directly or indirectly with your Business and authorize those search engines to transfer to us or our designee all rights to the domain names, Websites and search engines relating to the Marks or your Business. We have the absolute right and interest in and to all domain names, Websites and search engines associated with the Marks or your Business, and you hereby authorize us to direct all applicable parties to transfer your domain names, Websites and search engines to us or our designee if this Agreement expires or is terminated for any reason whatsoever. All parties may accept this Agreement as conclusive of our right to such domain names, Business telephone numbers, Websites and search engines and this Agreement will constitute the authority from you for all parties to transfer all such domain names, Websites and search engines to us; and

(5) you agree to give us, immediately after the expiration or termination of this Agreement but not more than five (5) business days, evidence satisfactory to us of your compliance with these obligations.

C. CONFIDENTIAL INFORMATION AND CUSTOMER INFORMATION.

You agree that, when this Agreement expires or is terminated, you and your Owners, directors, officers, management and supervisory employees, and other employees who have access to our Confidential Information will immediately cease using any of our Confidential Information and other intellectual property in any business or otherwise and return to us all copies of the Operations Manual and any other confidential materials that we have loaned you or that you have in your possession or control. You further acknowledge and agree that despite your ownership of your relationship with your customer, we are the owner of all Customer Data and information that you are using during the Term of this Agreement to operate the Business. We grant you permission to use such data and information, provided, however, that upon the expiration, termination or transfer of your Franchise, at our option, you must transfer all customer agreements and related information to us or to the person or entity that we specify.

D. COVENANT NOT TO COMPETE.

If (i) we terminate this Agreement according to its terms, (ii) you terminate this Agreement without cause or (iii) this Agreement expires and we do not enter into a Successor Agreement with you, then you agree that during the Post-Term Restricted Period (defined below), neither, you, nor any Owner, nor any member of an owner's immediate family, may have any direct or indirect interest (e.g., through a spouse) as a disclosed or beneficial owner, investor, partner, director, officer, employee, consultant, representative or agent, or in any other capacity, in any Competitive Business (as defined in Section 7 above) operating (i) at the Site, or (ii) within twenty-five (25) miles of the Site, or (iii) within twenty-five (25) miles of any other Massage Envy Business in operation or under construction on the date of the termination or expiration, as applicable. These restrictions also apply after transfers, as provided in Section 12.C. above (including the transfer of any ownership interest by an Owner), in which case the Post-Term Restricted Period begins to run from the date of the transfer.

For purposes of this Section, the "**Post-Term Restricted Period**" shall mean a period of eighteen (18) months beginning on the effective date of the termination, expiration or transfer, as applicable; provided, however, that if a court of competent jurisdiction determines that the eighteen-month (18) period is unenforceable due to its duration, the "**Post-Term Restricted Period**" shall mean a period of twelve (12) months beginning on the effective date of the termination, expiration or transfer, as applicable. If you or an Owner violates the terms of this Section during the Post-Term Restricted Period (including by virtue of an Owner's immediate family member's activities), the Post-Term Restricted period for you or the non-compliant Owner (as applicable) shall be extended for an additional period of time equal to the amount of time that you or the non-compliant Owner (as applicable) was in breach of this Section.

You expressly acknowledge that you and your Owners possess skills and abilities of a general nature and have other opportunities for exploiting these skills. Consequently, our enforcing

the covenants made in this Subsection will not deprive you or the Owners of your personal goodwill or ability to earn a living.

E. OUR RIGHT TO PURCHASE YOUR BUSINESS.

(1) Exercise of Option. Upon (a) our termination of this Agreement according to its terms and conditions; (b) your termination of this Agreement without cause; or (c) expiration of this Agreement (if we offer, but you elect not to acquire, a successor franchise, or if we do not offer you a Successor Franchise due to your failure to satisfy the conditions for a successor franchise set forth in Section 13), we have the option, exercisable by giving you written notice before or within thirty (30) days after the date of termination or expiration, (i) to purchase the Business and the fee simple interest in the premises (if you or one of your affiliates owns the premises) or if you (or one of your affiliates) do not own the premises or we choose not to purchase your (or your affiliate's) fee simple interest in the premises, (ii) to purchase the Business and exercise the rights under Section 15.E.(2) below. We have the unrestricted right to assign this option to purchase.

(2) Right to Premises. If you lease the premises from an unaffiliated lessor, or if we choose not to purchase your (or your affiliate's) fee simple interest in the premises, you agree (as applicable) at our election: (a) to assign your leasehold interest (including renewal options) in the premises to us or our designee; (b) to enter into a sublease with us or our designee for the remainder of the lease term on the same terms (including renewal options) as the lease; or (c) to lease the premises to us or our designee for an initial ten (10) year term, with two five (5) year renewal terms (at our option), on commercially reasonable terms.

(3) Purchase Price. The purchase price for the interest in the Business and any Operating Assets and Products we choose to acquire will be their fair market value, provided that these items will not include any value for (i) the Franchise or any rights granted by this Agreement, (ii) the leasehold improvements or any rights granted by the Lease, (iii) any goodwill, whether attributable to the Marks or to your operation of the Business, (iv) our brand image and other intellectual property, or (v) participation in the network of Massage Envy Business. For purposes of determining the fair market value of all equipment (including the Computer System) used in operating the Business, the equipment's useful life shall be determined to be no more than three (3) years.

(4) Appraisal. If we and you cannot agree on fair market value, then the parties will proceed with arbitration, as follows: (a) an arbitrator will be selected in accordance with the process described in Section 17.G.; (b) each party will propose an amount that each believes represents fair market value in accordance with the terms and conditions described in Section 15.E.(2); (c) the arbitrator will select either the amount we propose or the amount you propose (but no other amount) as the closest approximation of fair market value; and (d) the arbitrator's decision shall be the final and binding determination of fair market value, which shall be the purchase price.

(5) Closing. We (or our assignee) will pay the purchase price at the closing, which will take place not later than thirty (30) days after the purchase price is determined, although we (or our assignee) may decide after the purchase price is determined not to exercise our purchase option. We may set off against the purchase price, and reduce the purchase price by, any and all

amounts you owe us or our affiliates (as further described in Section 3.E. of this Agreement). At the closing, you agree to deliver instruments transferring to us (or our assignee): (a) good and merchantable title to the assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to us), with all sales and transfer taxes paid by you; and (b) all of the Business' licenses and permits which may be assigned or transferred; and (c) an executed lease assignment, consented by the lessor, to us or our assignee for the continued operations of the Massage Envy Business.

If you cannot deliver clear title to all of the purchased assets, or if there are other unresolved issues, we and you will close the sale through an escrow. You further agree to execute general releases, in a form satisfactory to us, of any and all claims against us and our affiliates and our and their respective shareholders, officers, directors, employees, agents, representatives, successors and assigns. If we exercise our rights under this Section 15.E., you agree that, for purposes of Section 15.D. above, the Post-Term Restricted Period shall begin on the closing date rather than the date of the termination or expiration of this Agreement.

F. CONTINUING OBLIGATIONS.

All of our and your obligations hereunder which expressly or by their nature survive this Agreement's expiration or termination will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until these obligations are satisfied in full or by their nature expire.

16. RELATIONSHIP OF THE PARTIES/INDEMNIFICATION.

A. INDEPENDENT BUSINESS OWNER.

You and we understand and agree that this Agreement does not create a fiduciary relationship between you and us. You have no authority, express or implied, to act as agent of us or any of our affiliates for any purpose. You are, and shall remain, an independent business owner responsible for operating your Massage Envy Business and for all obligations and liabilities of your Massage Envy Business and for all claims or demands based on injury, illness or death of any person or persons, directly or indirectly, resulting from the operation of your Massage Envy Business. Further, we and you are not, and do not intend to be, partners, associates, or joint employers in any way, and we shall not be construed to be jointly liable for any of your acts or omissions under any circumstances. We have no relationship with your employees, and you have no relationship with our employees. You agree to identify yourself conspicuously in all dealings with customers, suppliers, public officials, your personnel and others as the operator of a Massage Envy Business under a franchise we have granted and to place notices of independent ownership on the forms, business cards, stationery, advertising and other materials we require from time to time.

B. NO LIABILITY FOR ACTS OF OTHER PARTY.

We and you agree not to make any express or implied agreements, warranties, guarantees or representations, or incur any debt, in the name or on behalf of the other or represent that our respective relationship is other than franchisor and franchisee. We will not be obligated for any

damages to any person or property directly or indirectly arising out of the operation of the Business or your other activities conducted under this Agreement.

C. TAXES.

We will have no liability for any sales, use, service, occupation, excise, gross receipts, income, property or other taxes, whether levied upon you or your Business, due to the business you conduct (except any taxes we are required by law to collect from you for purchases from us and our income taxes). You are responsible for paying these taxes.

D. INDEMNIFICATION.

To the fullest extent permitted by law, you will defend, indemnify and hold harmless us, and our affiliates, and subsidiary companies, and their permitted successors and assigns, and each of their respective direct and indirect owners, directors, officers, managers, employees, agents, attorneys, and representatives and, if applicable, your Regional Developer and its members, owners, officers, directors and employees (collectively, the "**Indemnified Parties**") from and against all Losses (defined below), which any of the Indemnified Parties may suffer, sustain or incur, regardless of whether or not caused in part by us, as a result of a claim asserted or inquiry made formally or informally, or a legal action, investigation, or other proceeding brought, by a third party and directly or indirectly arising out of the Business, your Franchise, the business you conduct under this Agreement, your breach of this Agreement and any noncompliance or alleged noncompliance with any law, ordinance, rule or regulation concerning the construction, design or operation of your Business including, without limitation, the Americans with Disabilities Act, any allegation that we or another Indemnified Party is a joint employer or otherwise responsible for the acts or omissions relating to your employees, and other laws regarding public accommodations for persons with disabilities. We will promptly notify you of any claim that may give rise to a claim of indemnity hereunder, provided, however, that the failure to provide such notice shall not release you from your indemnification obligations under this Section 16.D., except to the extent you are actually and materially prejudiced by such failure. You shall have the right, upon written notice delivered to the Indemnified Party within fifteen (15) days thereafter assuming full responsibility for Losses resulting from such claim, to assume and control the defense of such claim, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of the fees and disbursements of such counsel. If (i) the Indemnified Party shall have been advised by counsel that there are one or more legal or equitable defenses available to it that are different from, or in addition to, those available to you, and in the reasonable opinion of the Indemnified Party, counsel for you could not adequately represent the interests of the Indemnified Party because such interests could be in conflict with your interests, or (ii) you do not assume responsibility for such Losses in a timely manner or you fail to defend a claim with counsel reasonably satisfactory to the Indemnified Party as contemplated above, then the Indemnified Party shall have the right to employ counsel of its own choosing and you shall pay the reasonable fees and disbursements of such Indemnified Party's counsel as incurred; provided that in any case, you shall not be obligated to pay the expenses of more than one separate counsel for all Indemnified Parties taken together. In connection with any claim, the Indemnified Party or you, whichever is not assuming the defense of such claim, shall have the right to participate in such claim and to retain its own counsel at such party's own expense. You or the Indemnified Party (as the case may be) shall keep you or the Indemnified Party (as the case may be) reasonably apprised of, and shall

respond to any reasonable requests concerning, the status of the defense of any claim of which it is maintaining and shall cooperate in good faith with each other with respect to the defense of any such claim. You shall not, without the prior written consent of the Indemnified Party, (a) settle or compromise any claim or consent to the entry of any judgment with respect to any claim which does not include a written release from liability of such claim for the Indemnified Party and its affiliates, direct and indirect owners, directors, officers, managers, employees, agents, attorneys and representatives, or (b) settle or compromise any claim in any manner that may adversely affect the Indemnified Party other than as a result of money damages or other monetary payments which will be paid by you. No claim which is being defended in good faith by you in accordance with the terms of this Section 16.D. shall be settled by the Indemnified Party without your prior written consent. Notwithstanding anything to the contrary herein, if a claim involves the Marks, you agree that the Indemnified Party shall have the exclusive right to assume the defense of such claim, at your expense with counsel selected by the Indemnified Party but reasonably satisfactory to you.

You have no obligation to indemnify or hold harmless an Indemnified Party for any Losses to the extent they are determined in a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction to have been caused solely and directly by the Indemnified Party's gross negligence, willful misconduct, or willful wrongful omissions.

For purposes of this Section 16.D., "Losses" include all obligations, liabilities, damages (actual, consequential, or otherwise), and reasonable defense costs that any Indemnified Party incurs. Defense costs include, without limitation, accountants', arbitrators', attorneys', and expert witness' fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation, arbitration, or alternative dispute resolution is commenced.

Your obligations in this Section 16.D. will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its Losses, in order to maintain and recover fully a claim against you under this Section 16.D. You agree that a failure to pursue a recovery or mitigate a Loss will not reduce or alter the amounts that an Indemnified Party may recover from you under this Section 16.D.

17. CONSTRUCTION & ENFORCEMENT.

A. GOVERNING LAW.

All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. sections 1051 et seq.), or other federal law, this Agreement, the Franchise, and all claims arising from the relationship between us and you will be governed by the laws of the State of Arizona, without regard to its conflict of laws rules, except that any Arizona law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section 17.A.

B. SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS.

Each section, subsection, term and provision of this Agreement, and any portion thereof, shall be considered severable. If any applicable and binding law imposes mandatory, non-waivable terms or conditions that conflict with a provision of this Agreement, the terms or conditions required by such law shall govern to the extent of the inconsistency and supersede the conflicting provision of this Agreement. If a court concludes that any promise, covenant or mandatory System Standard in this Agreement is unreasonable and unenforceable: (i) the court may modify such promise, covenant or such mandatory System Standard to the minimum extent necessary to make such promise, covenant or mandatory System Standard enforceable; or (ii) we may unilaterally modify such promise, covenant or mandatory System Standard to the minimum extent necessary to make such promise, covenant or mandatory System Standard enforceable.

C. WAIVER OF OBLIGATIONS.

We and you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other. Any waiver that we grant shall be without prejudice to any other rights we may have and may be revoked upon written notice to you. Neither we nor you shall be deemed to have waived or impaired any right, power or option reserved by this Agreement (including the right to demand exact compliance with every term, condition and covenant in this Agreement or to declare any breach of this Agreement to be a default and to terminate the Franchise before the expiration of its term) by virtue of: (i) any custom or practice of the parties at variance with the terms of this Agreement; (ii) any failure, refusal or neglect of us or you to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations under this Agreement, including any mandatory System Standard or operating procedure; (iii) any waiver, forbearance, delay, failure or omission by us to exercise any right, power or option, whether of the same, similar or different nature, relating to other Massage Envy franchisees; or (iv) the acceptance by us of any payments due from you after breach of this Agreement.

D. COSTS AND ATTORNEYS' FEES.

If we incur costs and expenses to enforce our rights or your obligations under this Agreement due to your failure to comply with any provision of this Agreement (including, without limitation, failure to pay when due amounts owed to us, to submit reports or records or comply with our mandatory System Standards), you agree to reimburse all costs and expenses we incur including, without limitation, reasonable accounting, attorneys', arbitrators' and related fees. Your obligation to reimburse us arises whether or not we begin a formal legal proceeding against you to enforce this Agreement. If we do begin a formal legal proceeding against you, this reimbursement obligation applies to all costs and expenses we incur preparing for, commencing, and prosecuting the legal proceeding until it has completely ended.

E. YOU MAY NOT WITHHOLD PAYMENTS DUE TO US.

You agree that you will not withhold payment of any amounts owed to us on the grounds of our alleged nonperformance of any of our obligations under this Agreement. If there is a dispute regarding the amount owed to us, you must pay first the disputed amount in full and submit in writing to us the reason and nature of dispute.

F. RIGHTS OF PARTIES ARE CUMULATIVE.

Our and your rights under this Agreement are cumulative, and our or your exercise or enforcement of any right or remedy under this Agreement will not preclude our or your exercise or enforcement of any other right or remedy under this Agreement which we or you are entitled by law to enforce.

G. DISPUTE RESOLUTION.

Except for any disputes that an applicable federal statute expressly states cannot be subject to a pre-dispute mediation, the parties agree to submit any claim, dispute or disagreement, including any matter pertaining to the validity, enforcement or interpretation of this Agreement (including compliance with our mandatory System Standards) or issues relating to the offer and sale of the franchise or the relationship between the parties (a "**Dispute**") to mediation before a mutually-agreeable mediator prior to arbitration.

If the Dispute is not resolved by mediation within 30 days after either party makes a demand for mediation, the parties will submit the dispute to mandatory and binding arbitration conducted, except as this Section 17 otherwise provides, pursuant to the then-existing Commercial Arbitration Rules of the American Arbitration Association by one (1) arbitrator. All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Each party must submit or file any claim which would constitute a compulsory counterclaim (as defined by the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any claim which is not submitted or filed as required is forever barred. The arbitrator may not consider any settlement discussions or offers that might have been made by either you or us. The party filing the arbitration must initially bear the cost of any arbitration fees or costs.

The arbitrators will not have authority to award exemplary or punitive damages, but will have the right to award or include in the arbitrator's award any other relief that the arbitrator deems proper in the circumstances, including without limitation, money damages (with interest on unpaid amounts from due date), specific performance, injunctive relief, and attorneys' fees and costs provided that: (i) the arbitrator has no authority to declare any Mark generic or otherwise invalid and (ii) subject to the exceptions in Section 17.I., we and you waive to the fullest extent permitted under applicable law any right to or claim for any punitive, exemplary, treble and other forms of multiple damages against the other. Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction as specified or permitted under Section 17.H.

We and you agree that arbitration will be conducted on an individual basis and not in a class, consolidated, or representative action, that only we (and our affiliates and our and their respective owners, officers, directors, agents, and employees, as applicable) and you (and your affiliates and your and their respective owners, officers, and directors, as applicable) may be the parties to any arbitration proceeding described in this Section, and that no such arbitration proceeding may be consolidated or joined with another arbitration proceeding involving us and/or any other person. Despite the foregoing or anything to the contrary in this Section or Section 17.B., if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Section 17.G., then we and you agree that this arbitration clause will not apply to that dispute, and such dispute

will be resolved in a judicial proceeding in accordance with this Section 17 (excluding this Section 17.G.). Notwithstanding anything to the contrary in this Section 17.G., this Section shall not apply to any claims that an applicable federal statute expressly states cannot be arbitrated.

If we or you must enforce this Agreement in a judicial or arbitration proceeding, the substantially prevailing party will be entitled to reimbursement of its costs and expenses, including reasonable accounting, legal, and expert fees.

The provisions of this Section are intended to benefit and bind certain third party non-signatories and will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination.

H. CONSENT TO JURISDICTION.

Except as otherwise provided in this Section, you and your Owners agree that all mediation, arbitration and litigation proceedings involving any Dispute must be commenced and heard in the county in which our principal place of business is located at the time the Dispute arises (currently, Maricopa County, Arizona) and you (and each Owner) irrevocably submit to the jurisdiction of the state and federal courts of general jurisdiction in such county. Notwithstanding the foregoing, you and your Owners agree that: (i) we may enforce this Agreement and any arbitration orders and awards in the courts of the state or states in which you are domiciled or your Business is located; and (ii) if the laws of the state in which your Business is located prohibit us from restricting jurisdiction or venue exclusively to a forum outside of that state with respect to any claim arising under such state's franchise laws, then either party may bring such claim either in the county in which our principal place of business is located or the state in which your Business is located. The arbitrator shall not have the power to select a different locale for the arbitration hearing than as set forth in this Section 17.H.

I. WAIVER OF RIGHTS AND LIMITATIONS ON CLAIMS.

ANY DISPUTE (OTHER THAN FOR PAYMENT OF MONIES OWED) MUST BE BROUGHT IN AN ARBITRATION OR JUDICIAL PROCEEDING WITHIN EIGHTEEN (18) MONTHS FOLLOWING THE CONDUCT, ACT OR OTHER EVENT OR OCCURRENCE GIVING RISE TO THE CLAIM, OR THE RIGHT TO ANY REMEDY WILL BE DEEMED FOREVER WAIVED AND BARRED. WE AND YOU IRREVOCABLY WAIVE: (i) TRIAL BY JURY; (ii) THE RIGHT TO ARBITRATE OR LITIGATE ON A CLASS ACTION BASIS, IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THE PARTIES; AND (iii) THE RIGHT TO CLAIM OR RECOVER ANY PUNITIVE OR EXEMPLARY DAMAGES. EACH PARTY SHALL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

J. INJUNCTIVE RELIEF.

Despite our and your agreement to arbitrate, nothing in this Agreement bars our right to obtain preliminary orders of specific performance of the provisions of this Agreement and temporary or preliminary injunctive relief against threatened conduct that will cause us, the Marks, or the Franchise System loss or damage, under customary equity rules, including applicable rules

for obtaining restraining orders and preliminary injunctions (subject to our obligation to arbitrate the underlying claims if required). You agree that we may obtain such injunctive relief in addition to such further or other relief as may be available at law or in equity. You agree that we will not be required to post a bond to obtain injunctive relief and that your only remedy if an injunction is entered against you will be the dissolution of that injunction, if warranted, upon due hearing (all claims for damages by 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.

K. BINDING EFFECT.

This Agreement is binding upon us and you and our and your respective executors, administrators, heirs, beneficiaries, permitted assigns and successors in interest. Subject to our rights to unilaterally modify the Operations Manual under Sections 4.D, the mandatory System Standards under Section 8.J and the mandatory System Standards and restrictive covenants under Section 17.B, this Agreement may not be modified except by a written agreement signed by both you and us.

L. CONSTRUCTION.

This Agreement constitutes the entire agreement between the parties and may not, except as permitted by Sections 4.A., 8.J. and 17.B., be changed except by a written document signed by both parties. Any e-mail correspondence or other form of informal electronic communication shall not be deemed to modify this Agreement unless such communication is signed by both parties and specifically states that it is intended to modify this Agreement. The preambles and exhibits are a part of this Agreement which, together with the Operations Manual, the Lease and any riders or addenda signed at the same time as this Agreement, constitutes our and your entire agreement and supersedes all prior and contemporaneous oral or written agreements and understandings between us and you. You acknowledge that you have not received or relied upon any statements or representations by us or any of our representatives or agents) which are not expressly set forth in this Agreement. There are no other oral or written understandings or agreements between us and you, relating to the subject matter of this Agreement. Except as provided in Section 16.D. and 17.G., nothing in this Agreement is intended nor deemed to confer any rights or remedies upon any person or legal entity not a party to this Agreement. Nothing in this Agreement or in any related agreement is intended to disclaim the representations we made in the Franchise Disclosure Document.

Except where this Agreement expressly obligates us reasonably to approve or not unreasonably to withhold our approval of any of your actions or requests, we have the absolute right to refuse any request you make or to withhold our approval of any of your proposed, initiated or completed actions that require our approval.

The headings of the sections and paragraphs are for convenience only and do not define, limit or construe the contents of these sections or paragraphs.

References in this Agreement to "**we**" "**us**" and "**our**," with respect to all of our rights and all of your obligations to us under this Agreement, include any of our affiliates with whom you

deal in connection with your Business. The term "**affiliate**" means any person or entity directly or indirectly owned or controlled by, under common control with, or owning or controlling us. "**Control**" means the power to direct or cause the direction of management and policies.

If two or more persons are at any time the Owners of the Franchise and your Business, whether as members, shareholders, partners or joint venturers, all of those persons must sign this Agreement and their obligations and liabilities to us will be joint and several. References to "**you**" mean each of those persons. If you are an Entity, "**you**" includes that Entity and each of the Entity's Owners. "**Owner**" or "**owner**" means you (if you consist of one or more individuals) and also means any individual holding a direct or indirect ownership interest (whether of record, beneficially or otherwise) or voting rights in any Entity that owns the Franchise or any interest in the Franchise. "**Person**" means any natural person, corporation, limited liability company, general or limited partnership, unincorporated association, cooperative or other legal or functional entity. The term "**Business**" includes all of the assets of the Massage Envy Business you operate under this Agreement, including its revenue and income.

This Agreement may be executed in multiple copies, each of which will be deemed an original.

M. THE EXERCISE OF OUR JUDGMENT.

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, you agree that: (i) this Agreement (and the relationship of the parties that is inherent in this Agreement) grants us the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with our explicit rights and obligations under this Agreement that may favorably or adversely affect your interests; (ii) we will use our judgment in exercising the discretion based on our assessment of our own interests and balancing those interests against the interests of our franchisees generally (including ourselves and our affiliates if applicable), and specifically without considering your individual interests or the individual interests of any other particular franchisee; (iii) we will have no liability to you for the exercise of our 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 our judgment so exercised.

N. INTERIM TERM.

If you do not execute a Successor Agreement after the expiration of the Term, and you continue to accept the benefits of this Agreement after the expiration of the Term, then at our option, this Agreement may be treated either as: (i) expired as of the date of the expiration with you then operating without a franchise to do so and in violation of our right; or (ii) continued on a month-to-month basis (the "**Interim Term**") until either party provides the other party with written notice of such party's intention to terminate the Interim Term. In the latter case, all of your obligations shall remain in full force and effect during the Interim Term as if this Agreement had not expired, and all obligations and restrictions imposed on you upon expiration of this Agreement shall be deemed to take effect upon termination of the Interim Term.

O. FORCE MAJEURE

(1) Subject to Section 17.O.(2) below, neither party to this Agreement shall be in breach of this Agreement or responsible for damages caused by delay or failure to perform in full or in part its obligations under this Agreement, provided that there is due diligence in attempted performance under the circumstances and that such delay or failure is due to one of the following events of *force majeure:* fire, earthquake, unusually severe weather, strikes, government sanctioned embargo, flood, act of God, war, terrorism, act (or delay in acting) of any public authority or sovereign government (including government delays in issuing required permits), civil disorder, delay or destruction caused by public carrier, curtailment of transportation facilities or any other similar circumstance substantially beyond the control of the party to be charged, and which cannot be reasonably forecast or prevented. If the *force majeure* event continues for a period of six (6) months, then either party shall have the right to cancel this Agreement upon ten (10) days written notice to the other,

(2) Each party agrees to notify the other promptly upon discovery of an event of *force majeure,* as described above, which may cause a failure or delay in performance under this Agreement.

P. LIMITED LIABILITY FOR OUR RELATED PARTIES.

You agree that no past, present or future director, officer, employee, incorporator, member, partner, stockholder, subsidiary, affiliate, controlling party, entity under common control, ownership or management, vendor, service provider, agent, attorney or representative of ours will have any liability for (i) any of our obligations or liabilities relating to or arising from this Agreement; (ii) any claim against us based on, in respect of, or by reason of, the relationship between you and us, or (iii) any claim against us based on any alleged unlawful act or omission of ours.

18. NOTICES AND PAYMENTS.

All written notices, reports and payments permitted or required to be delivered by the provisions of this Agreement or the Operations Manual will be deemed so delivered:

(1) at the time delivered via computer transmission if the sender has confirmation of a successful transmission and, in the case of the Royalty, Marketing Fund contributions and other amounts due, at the time we actually debit your account (if we institute an automatic debit program for your Business);

(2) one (1) business day after transmission by telecopy, facsimile or other electronic system if the sender has confirmation of successful transmission;

(3) one (1) business day after being placed in the hands of a commercial courier service for next business day delivery; or

(4) three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid;

and must be addressed to the party to be notified at its most current principal business address of which the notifying party has notice. However, if your check for payment of Royalties, Marketing Fund contributions, or other amounts due is dishonored by your bank, such payment will not be deemed to be made until your replacement check is cleared by your bank. Any required payment or report which we do not actually receive during regular business hours on the date due (or postmarked by postal authorities at least three (3) days before then) will be deemed delinquent.

19. ACKNOWLEDGMENTS.

We and you are preparing to enter into this Agreement for the operation of a Massage Envy Franchise. The purpose of this acknowledgement is to ascertain certain information from you in connection with your purchase of the Franchise. In the event that you are intending to purchase an existing Franchised Business from an existing franchisee, you may have received information from the transferring franchisee, who is not our employee or representative. The statements below do not apply to any communications that you had with the transferring franchisee.

NOTE: DO NOT COMPLETE, ANSWER OR RESPOND TO THE STATEMENTS CONTAINED IN THIS SECTION 19 IF THE OFFER OR SALE OF THE MASSAGE ENVY FRANCHISE TO YOU IS SUBJECT TO THE STATE FRANCHISE REGISTRATION/DISCLOSURE LAWS IN THE STATES OF CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN. THESE STATEMENTS DO NOT APPLY TO YOU.

DO NOT COMPLETE, ANSWER OR RESPOND TO THE STATEMENTS CONTAINED IN THIS SECTION 19 IF THE FRANCHISE IS TO BE OPERATED IN, OR IF YOU ARE A RESIDENT OF, CALIFORNIA OR MARYLAND.

To induce us to sign this Agreement and grant you the Franchise, you acknowledge:

(1) That you have independently investigated the Massage Envy Business franchise opportunity and recognize that, like any other business, the nature of a Massage Envy Business may, and probably will, evolve and change over time.

(2) That an investment in a Massage Envy Business involves business risks.

(3) That your business abilities and efforts are vital to your success.

(4) That retaining customers for your Business will require a high level of customer service and strict adherence to the Franchise System and our mandatory System Standards and that you are committed to maintaining our mandatory System Standards.

(5) That except as described in our Franchise Disclosure Document you have not received or relied upon, and we expressly disclaim making, any representation, warranty or guaranty, express or implied, as to the revenues, profits or success of your Business or any other Massage Envy Business.

(6) That any information you have acquired from other Massage Envy Business franchisees regarding their sales, profits or cash flows is not information obtained from us, and we make no representation about that information's accuracy.

(7) That you have no knowledge of any representations made about the Massage Envy Business franchise opportunity by us, our subsidiaries or affiliates or any of their respective officers, directors, shareholders or agents that are contrary to the statements made in our Franchise Disclosure Document or to the terms and conditions of this Agreement.

(8) That in all of their dealings with you, our officers, directors, employees and agents act only in a representative, and not in an individual, capacity and that business dealings between you and them as a result of this Agreement are only between you and us.

(9) That you have represented to us, to induce our entering into this Agreement, that all statements you have made and all materials you have given us in acquiring the Franchise are accurate and complete and that you have made no misrepresentations or material omissions in obtaining the Franchise.

(10) That you have read this Agreement and our Franchise Disclosure Document and understand and accept that the terms and covenants in this Agreement are reasonably necessary for us to maintain our high standards of quality and service, as well as the uniformity of those standards at each Massage Envy Business, and to protect and preserve the goodwill of the Marks.

20. NO WAIVER OR DISCLAIMER OF RELIANCE IN CERFTAIN STATES.

The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

> No statement, questionnaire, or acknowledgment signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement effective on the date stated on the first page above.

ME SPE FRANCHISING, LLC, a Delaware limited liability company	**FRANCHISEE(S)**
By:_____	By:_____
Name: Beth Stiller	Name:_____
Title: President and CEO	Title:_____

EXHIBIT A

TO ME SPE FRANCHISING, LLC FRANCHISE AGREEMENT

1. Exhibit A is added to the Agreement as follows:

Territory and Massage Envy Business Site. Franchisee's Massage Envy Business Site shall be located at _____. The Territory for this Site is described below by street map landmarks and compass directions or a radius of miles and as depicted in the map contained in Attachment 1 which is attached to this Exhibit A and incorporated into this Exhibit A by reference.

ME SPE FRANCHISING, LLC, a Delaware limited liability company	**FRANCHISEE(S)**
By:_____	By:_____
Name: Beth Stiller	Name: _____
Title: President and CEO	Title: _____

EXHIBIT B
TO
ME SPE FRANCHISING, LLC FRANCHISE AGREEMENT

AUTOMATED CLEARING HOUSE PAYMENT AUTHORIZATION FORM

Franchisee Information:

Franchisee Name | Business 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. | □Checking □Savings (check one) | Bank Routing No. (9 digits)

Bank Mailing Address (city, state, zip) | Bank Phone No.

Authorization: Franchisee hereby authorizes ME SPE Franchising, LLC ("Massage Envy") 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 Massage Envy pursuant to any agreement between Massage Envy and Franchisee as well as to cover any

purchases of goods or services from Massage Envy or any affiliate of Massage Envy. 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 Massage Envy has received written notification from Franchisee of its termination in such time and in such manner as to afford Massage Envy and the Bank a reasonable opportunity to act on it. Franchisee shall notify Massage Envy of any changes to any of the information contained in this authorization form at least 30 days before such change becomes effective.

Signature:_____ Date:_____

Name:_____

Its:_____

Federal Tax ID Number:_____

NOTE: FRANCHISEE MUST ATTACH A VOIDED CHECK RELATING TO THE BANK ACCOUNT.

EXHIBIT C

TO ME SPE FRANCHISING, LLC FRANCHISE AGREEMENT

INSURANCE COVERAGE REQUIREMENTS

INSURANCE COVERAGE REQUIREMENTS – SINGLE UNIT FRANCHISEE				
Insurance Policy	Description	Minimum Coverage Requirements		
		Per Occurrence	Aggregate	Deductible
1. Commercial General Liability Insurance	Coverage against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of your Business.	$1,000,000	$2,000,000	$1,000
2. Automobile Liability and Property Damage	Coverage against all loss, liability, claim or expense of any kind whatsoever resulting from the use, operation, or maintenance of any automobiles or motor vehicles, owned, leased, or used by you, or your officers, directors, employees, partners or agents, in the conduct of your Business.	$1,000,000		
3. Professional Liability	Coverage due to errors or omissions in the performance of services under the Franchise Agreement.	$1,000,000	$2,000,000	$10,000
4. Sexual Misconduct and Molestation	Coverage against actual or alleged abuse, molestation, mistreatment, or maltreatment of a sexual nature, including but not limited to, any sexual involvement, sexual conduct or sexual contact, regardless of consent.	$1,000,000	$1,000,000	$50,000
5. Employment Practices Liability	Coverage that includes but is not limited to wrongful termination, discrimination (age, sec, race, disability, etc.) sexual harassment, wrongful discipline, failure to employ or promote and other employment related allegations.		$250,000	$25,000

6. Worker's Compensation and Employer's Liability		As required by law	As required by law	As required by law
INSURANCE COVERAGE REQUIREMENTS – MULTI-UNIT FRANCHISEE				
If you own multiple Locations, the above requirements may be modified as follows:				
Insurance Policy	Description	Minimum Coverage Requirements	Insurance Policy	Description
		Per Occurrence	Aggregate	Deductible
Sexual Misconduct and Molestation	Coverage against actual or alleged abuse, molestation, mistreatment, or maltreatment of a sexual nature, including but not limited to, any sexual involvement, sexual conduct or sexual contact, regardless of consent.			
Up to 4 locations		$1,000,000	$1,000,000	$50,000
5 to 9 locations		$1,000,000	$2,000,000	$100,000
10 or more locations		$1,000,000	$4,000,000	$100,000
Professional Liability Insurance	Coverage due to errors or omissions in the performance of services under the Franchise Agreement.			
Up to 4 locations		$1,000,000	$2,000,000	$50,000
5 to 9 locations		$1,000,000	$3,000,000	$100,000
10 or more locations		$1,000,000	$4,000,000	$100,000

Employment Practices Liability	Coverage that includes but is not limited to wrongful termination, discrimination (age, sec, race, disability, etc.) sexual harassment, wrongful discipline, failure to employ or promote and other employment related allegations.			
Up to 5 locations			$500,000	$50,000
More than 6 locations			$1,000,000	$50,000
TAIL INSURANCE – SINGLE UNIT & MULTI-UNIT FRANCHISEE				
If Franchisee's professional, sexual abuse and molestation and/or general liability insurance is on a claims made form, then you shall purchase tail insurance extending for a period of at least three (3) years following the date of the sale, non-renewal or termination of its Business as follows:				
Insurance Policy	Description	Minimum Coverage Requirements	Insurance Policy	Description
		Per Occurrence	Aggregate	Deductible
Commercial General Liability Insurance	Coverage against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of your Business.	$1,000,000	$2,000,000	
Professional Liability	Coverage due to errors or omissions in the performance of services under the Franchise Agreement.	$1,000,000	$2,000,000	
Sexual Misconduct and Molestation	Coverage against actual or alleged abuse, molestation, mistreatment, or maltreatment of a sexual nature, including but not limited to, any sexual involvement, sexual conduct or sexual contact, regardless of consent.	$1,000,000	$1,000,000	
Up to 3 locations		$1,000,000	$1,000,000	$50,000
4 to 9 locations		$1,000,000	$2,000,000	$100,000
More than 10 locations		$1,000,000	$4,000,000	$100,000

In addition, you also carry insurance against the following: (a) fire and such other risks including, but not limited to, a standard "All Risk" policy of property insurance protecting against all risk of physical loss or damage, including without limitation, sprinkler leakage coverage in amounts not less than the actual replacement cost, covering all of Franchisee's merchandise, trade fixtures, furnishing, wall covering, floor covering, carpeting, drapes, equipment and all items of personal property; (b) property coverage to include Tenant Building glass coverage; (c) property coverage to include a minimum limit of $25,000 Utility Services Direct Damage; (d) property coverage to include a minimum limit of $25,000 Utility Services Business Income; (e) property coverage to include a minimum limit of $15,000 sign coverage; (f) Property coverage to include a minimum limit of $50,000 Computer Hardwire & Software Coverage; (g) insurance policy to include a minimum limit of $25,000 Employee Dishonesty Coverage; (h) insurance policy to include a minimum limit of $25,000 Forgery & Alteration Coverage; (i) insurance policy to include a minimum limit of $20,000 Money & Securities Coverage; and (j) Business Interruption Insurance and Extra Expense – Business Interruption and extra expense limit covering not less than 75% of your annual revenue. Limit may also be written on Actual Loss Sustained.

EXHIBIT D

Massage Envy Lease Rider

Rider ("**Rider**")to [Lease][3] dated the _____ day of _____, 20___, made by and between _____, ("**Landlord**") and _____ dba Massage Envy of [Location] ("**Tenant**") (the "**Lease**"). Premises will be known as:

Notwithstanding any clause in this Lease to the contrary, the following provisions shall prevail:

1. Landlord agrees that upon the transfer, termination or expiration of the Franchise Agreement between Tenant and ME SPE Franchising, LLC ("**ME SPE**") dated _____, 20___ (the "**Franchise Agreement**"), Tenant may assign this Lease or sublet the Premises to ME SPE or ME SPE's designee, or any bona fide licensee or franchisee of ME SPE doing business as Massage Envy (collectively "**Designee**"), without the prior consent of, or prior written notice to, the Landlord if within ten (10) days after the effective date of such assignment, Tenant gives Landlord a copy of a signed agreement evidencing such assignment and containing an express covenant binding the transferee to Tenant's obligations under the Lease. Such assignment or subletting shall not alter the Tenant's responsibility to the Landlord under this Lease. Landlord agrees to accept rent from the Tenant, its assignee or sub-lessee. At the request of ME SPE, upon such transfer, termination or expiration of the Franchise Agreement, Landlord shall promptly execute an acknowledgement of and consent to the assignment of the Lease.

2. Tenant hereby instructs Landlord, and Landlord acknowledges and agrees to such instruction, that in the event Tenant (a) fails to timely cure any default under the Franchise Agreement; (b) is issued a notice terminating Tenant's Massage Envy franchise by ME SPE under the Franchise Agreement; or (c) ME SPE or its Designee cures any Tenant default under the Lease (as described in Paragraph 5 of this Rider), and subject to the occurrence of such event, ME SPE or its Designee (i) delivers to Landlord a written assumption of all obligations and liabilities of Tenant under this Lease, and (ii) delivers written notice to Landlord that it has taken an assignment of the Lease from Tenant, ME SPE or its Designee also delivers written notice to Landlord that the occurrence of any of the events described in this Paragraph have occurred, then (x) Landlord may, without further investigation, rely on such written notice as if it was delivered by Tenant, (y) such notice shall have the same force and effect as an assignment and assumption agreement executed between Tenant, as assignor, and ME SPE or its Designee, as assignee, and (z) if Landlord timely receives these documents, Landlord will recognize ME SPE or its Designee as tenant under the Lease.

3. LANDLORD ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO EVALUATE TENANT'S FINANCIAL STATUS TO ITS SATISFACTION. LANDLORD

[3] Insert full and correct name of the Lease

ACKNOWLEDGES THAT THE SOLE AND EXCLUSIVE PERSON AND/OR ENTITY AGAINST WHICH IT MAY SEEK DAMAGES OR ANY REMEDIES UNDER ANY THEORY OF RECOVERY IS TENANT AND/OR ITS OWNERS. FURTHER, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THERE WILL NOT BE ANY LIABILITY WHATSOEVER AGAINST (A) ME SPE FRANCHISING, LLC, ITS MEMBERS, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES AND/OR AGENTS.SUCH EXCULPATION OF LIABILITY SHALL BE ABSOLUTE AND WITHOUT ANY EXCEPTION WHATSOEVER, EXCEPT IN THE CASE OF AN ASSIGNMENT (INCLUDING PARAGRAPH 2 OF THIS RIDER TO ANY ONE OR MORE OF THE INDIVIDUALS OR ENTITIES DESCRIBED IN (A) OR (B) ABOVE.

4. Landlord recognizes and acknowledges that the Tenant is required by ME SPE to utilize standard MASSAGE ENVY décor and signs. Landlord hereby gives its consent to the Tenant to construct the Premises in accordance with standard MASSAGE ENVY décor and to erect standard MASSAGE ENVY signs as provided in the Lease and Landlord's Sign Criteria.

5. Landlord will send to ME SPE copies of all default notices, and all notices of Landlord's intent to terminate the Lease (or any rights of Tenant under the Lease) or evict Tenant from the leased premises, simultaneously with sending such notices to Tenant. Such notice shall be delivered to ME SPE in writing by overnight delivery by FedEx or other nationally recognized overnight courier. Landlord hereby grants ME SPE or its Designee, the opportunity and right, **but not the obligation**, at ME SPE's sole discretion, to cure any Tenant defaults under the Lease if Tenant should fail to do so, within (i) fifteen (15) days after Franchisor's receipt of such notice as to monetary defaults or (ii) thirty (30) days after Franchisor's receipt of such notice as to non-monetary defaults. Since the parties recognize that time is of the essence in this matter, Landlord agrees to give written notice, to ME SPE, at the same time as any notice of default is given to the Tenant, and all notices shall be sufficient if given in the manner set forth in [insert appropriate Lease section here] of the Lease. Such copies must be sent:

ME SPE FRANCHISING, LLC
14350 North 87th Street, Suite 200
Scottsdale, Arizona 85260
Attn: President

6. ME SPE shall have the right, but not the obligation, to enter the premises to take any action necessary, without damage to the premises, to protect the Massage Envy brand within thirty (30) days after ME SPE receives a notice of termination or expiration of the Lease from Landlord, including, but not limited to, the right to remove, alter or repaint any signage or proprietary items identifying ME SPE. Any material alterations, design or color changes shall require prior Landlord approval, which approval shall not be unreasonably withheld.

7. ME SPE is an intended third-party beneficiary under the provisions set forth in this Rider to the Lease with independent rights to enforce them, and neither Landlord nor Tenant may alter or limit any of the provisions of this Rider without ME SPE's prior written approval.

8. Landlord agrees to provide ME SPE with a copy of the fully-executed Lease within 10 days of its full execution by Landlord and Tenant.

DATED this _____ day of _____, 20__.

LANDLORD:	TENANT:
_____	_____
Signature	Signature
_____	_____
Title	Title

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS ("**Guaranty**") is given this ____day of _____, 20____ by _____, a _____ ("**Guarantor**").

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (the "**Agreement**") on this date by ME SPE Franchising, LLC ("**Massage Envy**"), each of the undersigned personally and unconditionally (a) guarantees to Massage Envy and its successors and assigns, for the Term of the Agreement (including any extensions) and afterwards as provided in the Agreement, that _____ ("**Franchisee**") will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Agreement (including, without limitation, any amendments or modifications of the Agreement) and agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement (including any amendments or modifications of the Agreement), including, without limitation: (i) monetary obligations; (ii) obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including, without limitation, the confidentiality and transfer requirements; and (iii) the dispute resolution and enforcement provisions set forth in the Agreement. Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to them in the Franchise Agreement.

Each of the undersigned acknowledges that he, she or it is either an owner (whether direct or indirect) Franchisee or otherwise has a direct or indirect relationship with Franchisee or its affiliates, that he, she or it will benefit significantly from Massage Envy entering into the Agreement with Franchisee, and that Massage Envy will not enter into the Agreement unless each of the undersigned agrees to sign and comply with the terms of this Guaranty.

Each of the undersigned consents and agrees that: (1) his, her or its direct and immediate liability under this Guaranty will be joint and several, both with Franchisee and among other guarantors; (2) he, she or it will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) this liability will not be contingent or conditioned upon Massage Envy pursuit of any remedies against Franchisee or any other person or entity; (4) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence that Massage Envy may from time to time grant to Franchisee or any other person or entity, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims (including the release of other guarantors), none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during and after the term of the Agreement (including extensions) for so long as any performance is or might be owed under the Agreement by Franchisee or any of its guarantors and for so long as Massage Envy has any cause of action against Franchisee or any of its guarantors; and (5) this is an absolute and continuing guaranty and shall remain in full force and effect for (and as to) any extension or modification of the Agreement and despite the transfer of any direct or indirect interest in the Agreement or Franchisee, and each of the undersigned waives notice of any and all renewals, extensions, modifications, amendments, or transfers.

Each of the undersigned waives: (i) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of the undersigned's execution of and performance under this Guaranty, for the express purpose that none of the undersigned will be deemed a "creditor" of Franchisee under any applicable bankruptcy law with respect to Franchisee's obligations to Massage Envy; (ii) all rights to require Massage Envy to proceed against Franchisee for any payment required under the Agreement, proceed against or exhaust any security from Franchisee, take any action to assist any of the undersigned in seeking reimbursement or subrogation in connection with this Guaranty or pursue, enforce or exhaust any remedy, including any legal or equitable relief, against Franchisee; (iii) any benefit of, any right to participate in, any security now or hereafter held by Massage Envy; and (iv) acceptance and notice of acceptance by Massage Envy of his or her undertakings under this Guaranty, all presentments, demands, and notices of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest, notices of dishonor, and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices and legal or equitable defenses to which he, she or it may be entitled. Without affecting the obligations of the undersigned under this Guaranty, Massage Envy may, without notice to the undersigned, extend, modify, supplement, waive strict compliance with, or release all or any provisions of the Agreement or any indebtedness or obligation of Franchisee, or settle, adjust, release, or compromise any claims against Franchisee or any other guarantor, make advances for the purpose of performing any obligations of Franchisee under the Agreement, and/or assign the Agreement or the right to receive any sum payable under the Agreement, and each of the undersigned hereby waives notice of same. Each of the undersigned expressly acknowledge that the obligations hereunder survive the expiration or termination of the Agreement.

Massage Envy shall have no present or future duty or obligation to the undersigned under this Guaranty, and each of the undersigned waives any right to claim or assert any such duty or obligation and to discover from Massage Envy or require us to disclose to the undersigned any financial or other information concerning Franchisee, any other guarantor, or any collateral securing any of Franchisee's obligations to Massage Envy.

In addition, the undersigned each waive any defense arising by reason of any of the following: (a) any disability or any counterclaim or right of set-off or other defense of Franchisee, (b) any lack of authority of Franchisee with respect to the Agreement, (c) the cessation from any cause whatsoever of the liability of Franchisee, (d) any circumstance whereby the Agreement shall be void or voidable as against Franchisee or any of Franchisee's creditors, including a trustee in bankruptcy of Franchisee, by reason of any fact or circumstance, (e) any event or circumstance that might otherwise constitute a legal or equitable discharge of the undersigned's obligations hereunder, except that the undersigned do not waive any defense arising from the due performance by Franchisee of the terms and conditions of the Agreement, (f) any right or claim of right to cause a marshaling of the assets of Franchisee or any other guarantor, and (g) any act or omission of Franchisee.

Each of the undersigned agrees that all actions arising under this Guaranty or otherwise as a result of the relationship between us and the undersigned, must be commenced in the state or federal court of general jurisdiction in Phoenix, Arizona, and each of the undersigned irrevocably

submits to the jurisdiction of those courts and waives any objection he or she might have to either the jurisdiction of, or venue in, those courts.

If Massage Envy is required to enforce this Guaranty in a judicial or arbitration proceeding, and prevail in such proceeding, Massage Envy shall be entitled to reimbursement of our costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators', and expert witness' fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding. If Massage Envy is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the undersigned shall reimburse us for any of the above-listed costs and expenses we incur even if we do not commence a judicial or arbitration proceeding.

[Signatures on following page]

IN WITNESS WHEREOF, each of the undersigned has affixed his, her or its signature on the same day and year as the Agreement was executed.

GUARANTOR(S)

[ENTITYNAMECAPS]

By:_____
Name: _____
Title: _____

[ENTITYNAMECAPS]

By:_____
Name: _____
Title: _____

[INDIVIDUALS]

_____

_____

RIDERS REQUIRED BY STATE FRANCHISE LAWS

NO WAIVER OR DISCLAIMER OF RELIANCE IN CERTAIN STATES

The following provision applies only to franchisees and franchises that are subject to the state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

> No statement, questionnaire, or acknowledgment signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

RIDER TO THE ME SPE FRANCHISING, LLC
FRANCHISE AGREEMENT
FOR USE IN CALIFORNIA

THIS RIDER (the "**Rider**") is made and entered into as of this _____ day of _____, 20____ (the "**Effective Date**"), by and between **ME SPE FRANCHISING, LLC**, a Delaware limited liability company, with its principal business address at 14350 North 87th Street, Suite 200, Scottsdale, Arizona 85260 ("**we**," "**us**" or "**our**"), and _____, a _____, whose principal business address is _ ("**you**" or "**your**").

1. **BACKGROUND**. We and you are parties to that certain Franchise Agreement dated **_____, 20____** (the "Franchise Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are a resident of California; and/or (b) the Massage Envy Business that you will operate under the Franchise Agreement will be located or operated in California; and/or (c) any of the offering or sales activity relating to the Franchise Agreement occurred in California.

2. **CALIFORNIA LAW**. The following shall apply:

   If you are married, we require that your spouse sign a guaranty of the franchisee's obligations under the franchise agreement. By signing the guaranty, your spouse is liable for the obligations of the franchisee during the course of your marriage. If you divorce your spouse, we hereby waive our right to make any claims against the property of your spouse as long as your spouse does not actively participate in the franchised business.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement effective on the date stated on the first page above.

ME SPE FRANCHISING, LLC, a Delaware limited liability company	**FRANCHISEE(S)**
By:_____	By:_____
Name: Beth Stiller	Name:_____
Title: President and CEO	Title:_____

RIDER TO THE ME SPE FRANCHISING, LLC
FRANCHISE AGREEMENT
FOR USE IN ILLINOIS

THIS RIDER (the "**Rider**") is made and entered into as of this ____ day of _____, 20____ (the "**Effective Date**"), by and between **ME SPE FRANCHISING, LLC**, a Delaware limited liability company, with its principal business address at 14350 North 87th Street, Suite 200, Scottsdale, Arizona 85260 ("**we**," "**us**" or "**our**"), and _____, a _____, whose principal business address is ("**you**" or "**your**").

1. **BACKGROUND**. We and you are parties to that certain Franchise Agreement dated _____, 20____ (the "Franchise Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are a resident of Illinois, and/or (b) the Massage Envy Business that you will operate under the Franchise Agreement will be located or operated in Illinois; and/or (c) any of the offering or sales activity relating to the Franchise Agreement occurred in Illinois.

2. **ILLINOIS LAW**. The following shall apply:

   A. You must sign a general release if you renew or transfer your franchise. The Illinois Franchise Disclosure Act (the "Act") requires that releases must comply with provisions of the Act.

   B. Section 4 of the Illinois Franchise Disclosure Act, and Rule Section 200.608 of the Rules and Regulations require that governing law, jurisdiction and venue shall be the State of Illinois. However, all mediation and arbitration proceedings shall be held in the county in which our then-current principal place of business is located in accordance with Section 17.G. and 17.H. of the franchise agreement.

   C. With respect to franchises governed by Illinois law, we will comply with Section 705/27 of the Illinois Franchise Disclosure Act, which requires:

      Sec. 27. No action shall be maintained under Section 267 of this Act to enforce any liability created by this Act unless brought before the expiration of 3 years after the act or transaction constituting the violation upon which it is based, the expiration of one year after the franchisee becomes aware of facts or circumstances reasonably indicating that he may have a claim for relief in respect to conduct governed by this Act, or 90 days after delivery to the franchisee of a written notice disclosing the violation, whichever shall first expire. No cause of action barred under existing law on the effective date of this Act shall be revived by this Act. Every cause of action under this Act survives the death of any person who might have been a plaintiff or defendant.

   D. With respect to Sections 17.I. and 17.L. of the franchise agreement, we will comply with Section 705/41 of the Illinois Franchise Disclosure Act, which states:

      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. This Section shall not prevent any person from entering into a settlement

agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to provisions of Title 9 of the United States Code.

The undersigned acknowledges receipt of this Rider.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement effective on the date stated on the first page above.

ME SPE FRANCHISING, LLC, a Delaware limited liability company	**FRANCHISEE(S)**
By:_____	By:_____
Name: Beth Stiller	Name:_____
Title: President and CEO	Title:_____

RIDER TO THE ME SPE FRANCHISING, LLC
FRANCHISE AGREEMENT
FOR USE IN MARYLAND

THIS RIDER (the **"Rider")** is made and entered into as of this ____ day of **_____, 20____ (**the **"Effective Date"),** by and between **ME SPE FRANCHISING, LLC,** a Delaware limited liability company, with its principal business address at 14350 North 87th Street, Suite 200, Scottsdale, Arizona 85260 **("we," "us" or "our"),** and _____, a _____, whose principal business address is **("you" or "your").**

1. **BACKGROUND**. We and you are parties to that certain Franchise Agreement dated **_____,** 20___ (the "Franchise Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are a resident of Maryland; and/or (b) the Massage Envy Business that you will operate under the Franchise Agreement will be located or operated in Maryland; and/or (c) any of the offering or sales activity relating to the Franchise Agreement occurred in Maryland.

2. **MARYLAND LAW**. The following is added:

> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

3. Under COMAR 02.02.08.16L, 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.

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

5. The Franchise Agreement requires prospective franchisees to disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law in order to purchase a franchise. Such representations 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 undersigned acknowledges receipt of this Rider.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement effective on the date stated on the first page above.

ME SPE FRANCHISING, LLC, a Delaware limited liability company	**FRANCHISEE(S)**
By:_____	By:_____
Name: Beth Stiller	Name:_____
Title: President and CEO	Title:_____

RIDER TO THE ME SPE FRANCHISING, LLC
FRANCHISE AGREEMENT
FOR USE IN MINNESOTA

THIS RIDER (the "Rider") is made and entered into as of this ____ day of _____, 20____ (the "**Effective Date**"), by and between **ME SPE FRANCHISING, LLC**, a Delaware limited liability company, with its principal business address at 14350 North 87th Street, Suite 200, Scottsdale, Arizona 85260 ("**we**," "**us**" or "**our**"), and _____, a _____, whose principal business address is ("**you**" or "**your**").

1. **BACKGROUND**. We and you are parties to that certain Franchise Agreement dated **_____,** 20___ (the "Franchise Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are a resident of Minnesota; and/or (b) the Massage Envy Business that you will operate under the Franchise Agreement will be located or operated in Minnesota; and/or (c) any of the offering or sales activity relating to the Franchise Agreement occurred in Minnesota.

2. **MINNESOTA LAW**. The following is added:

   A. The Franchise Agreement requires that you sign a general release upon renewal or transfer of the franchise. Minnesota Rule 2860.4400D prohibits us from requiring you to assent to a general release.

   B. 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.

   C. The Franchise Agreement requires that litigation must be in Arizona. Minnesota Statute Section 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, we cannot require that you consent to our obtaining injunctive relief, although we may seek injunctive relief. Any requirement(s) for a bond shall be determined by the court. We may not require that you waive your rights to a jury trial.

   D. Nothing in the Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. We cannot require you to waive any of your rights.

   E. We will comply with Minnesota Statute Section 80C.12, Subd. 1(g) which requires that we protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

F. We will comply with Minnesota Statute Section 80C.17, Subd. 5 regarding limitation of claims.

The undersigned acknowledges receipt of this Rider.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement effective on the date stated on the first page above.

ME SPE FRANCHISING, LLC, a Delaware limited liability company	**FRANCHISEE(S)**
By:_____	By:_____
Name: Beth Stiller	Name:_____
Title: President and CEO	Title:_____

RIDER TO THE ME SPE FRANCHISING, LLC
FRANCHISE AGREEMENT
FOR USE IN NORTH DAKOTA

THIS RIDER (the "**Rider**") is made and entered into as of this ____ day of _____, 20____ (the "**Effective Date**"), by and between **ME SPE FRANCHISING, LLC**, a Delaware limited liability company, with its principal business address at 14350 North 87th Street, Suite 200, Scottsdale, Arizona 85260 ("**we**," "**us**" or "**our**"), and _____, a _____, whose principal business address is _____ ("**you**" or "**your**").

1. **BACKGROUND**. We and you are parties to that certain Franchise Agreement dated _____, 20____ (the "Franchise Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are a resident of North Dakota; and/or (b) the Massage Envy Business that you will operate under the Franchise Agreement will be located or operated in North Dakota; and/or (c) any of the offering or sales activity relating to the Franchise Agreement occurred in North Dakota.

2. **NORTH DAKOTA LAW**. The following is added:

   A. Covenants not to compete are generally considered unenforceable in the State of North Dakota, pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law.

   B. Provisions requiring arbitration or mediation to be held at a location that is remote from the site of the franchisee's business are generally considered unenforceable in the State of North Dakota, pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law. Accordingly, the parties must agree on the site where arbitration or mediation will be held.

   C. Provisions requiring jurisdiction in a state other than North Dakota are generally considered unenforceable in the State of North Dakota, pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law.

   D. Provisions requiring that agreements be governed by the laws of a state other than North Dakota are generally considered unenforceable in the State of North Dakota, pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law.

   E. Provisions requiring your consent to liquidated or termination damages are generally considered unenforceable in the State of North Dakota, pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law.

   F. Provisions requiring you to sign a general release upon renewal of the franchise agreement have been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

   G. Provisions requiring you to pay all costs and expenses incurred by us in enforcing the franchise agreement have been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Accordingly, any such provision is

modified to read that the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

H. Provisions requiring you to consent to a waiver of trial by jury have been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

I. Provisions requiring you to consent to a limitation of claims within one year have been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Accordingly, any such provision is modified to read that the statute of limitations under North Dakota Law will apply.

J. Provisions requiring you to consent to a waiver of exemplary and punitive damages have been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Invest Law.

The undersigned acknowledges receipt of this Rider.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement effective on the date stated on the first page above.

ME SPE FRANCHISING, LLC, a Delaware limited liability company	**FRANCHISEE(S)**
By:_____	By:_____
Name: Beth Stiller	Name:_____
Title: President and CEO	Title:_____

RIDER TO THE ME SPE FRANCHISING, LLC
FRANCHISE AGREEMENT
FOR USE IN RHODE ISLAND

THIS RIDER (the "**Rider**") is made and entered into as of this _____ day of _____, 20____ (the "**Effective Date**"), by and between **ME SPE FRANCHISING, LLC**, a Delaware limited liability company, with its principal business address at 14350 North 87th Street, Suite 200, Scottsdale, Arizona 85260 ("**we**," "**us**" or "**our**"), and _____, a _____, whose principal business address is _____ ("**you**" or "**your**").

1. **BACKGROUND**. We and you are parties to that certain Franchise Agreement dated _____, 20___ (the "Franchise Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are a resident of Rhode Island; and/or (b) the Massage Envy Business that you will operate under the Franchise Agreement will be located or operated in Rhode Island; and/or (c) any of the offering or sales activity relating to the Franchise Agreement occurred in Rhode Island.

2. **RHODE ISLAND LAW**. The following is added:

   §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 undersigned acknowledges receipt of this Rider.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement effective on the date stated on the first page above.

ME SPE FRANCHISING, LLC, a Delaware limited liability company	**FRANCHISEE(S)**
By:_____	By:_____
Name: Beth Stiller	Name:_____
Title: President and CEO	Title:_____

RIDER TO THE ME SPE FRANCHISING, LLC
FRANCHISE AGREEMENT
FOR USE IN WASHINGTON

THIS RIDER (the "**Rider**") is made and entered into as of this _____ day of _____, 20____ (the "**Effective Date**"), by and between **ME SPE FRANCHISING, LLC**, a Delaware limited liability company, with its principal business address at 14350 North 87th Street, Suite 200, Scottsdale, Arizona 85260 ("**we**," "**us**" or "**our**"), and _____, whose principal business address is _____ ("**you**" or "**your**").

1. BACKGROUND. We and you are parties to that certain Franchise Agreement dated _____, 20___ (the "Franchise Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are a resident of Washington; and/or (b) the Massage Envy Business that you will operate under the Franchise Agreement will be located or operated in Washington; and/or (c) any of the offering or sales activity relating to the Franchise Agreement occurred in Washington.

2. WASHINGTON LAW. The following is added as new Section 17.Q. to the Franchise Agreement:

> **Q. WASHINGTON LAW.** The State of Washington has a statute, RCW 19.100.180 (the "Act"), which might supersede this Agreement in your relationship with us, including the areas of termination and renewal of your franchise. There might also be court decisions which supersede the Agreement in your relationship with us, including termination and renewal of your franchise.
>
> In any arbitration involving a franchise purchased in Washington, if required by the Act (unless the Act is preempted by the Federal Arbitration Act), the arbitration site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.
>
> In the event of a conflict of laws, to the extent required by the Act, the provisions of the Act, Chapter 19.100 RCW, shall prevail.
>
> To the extent required by the Act, a release or waiver of rights executed by you shall not include rights under the Act, except when executed in a negotiated settlement after the Franchise 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, or rights or remedies under the

Act, such as a right to a jury trial, might not be enforceable; however, we and you agree to enforce them to the extent the law allows.

To the extent required by the Act, transfer fees are collectable to the extent that they reflect our reasonable estimate or actual costs in effecting a transfer.

To the extent there is any inconsistency between the provisions in this Section 17.Q. and any other provision in the franchise agreement, the provisions in this Section 17.Q. shall prevail.

The undersigned acknowledges receipt of this Rider.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement effective on the date stated on the first page above.

ME SPE FRANCHISING, LLC, a Delaware limited liability company	**FRANCHISEE(S)**
By:_____	By:_____
Name: Beth Stiller	Name:_____
Title: President and CEO	Title:_____

EXHIBIT C

LIST OF FRANCHISEES

[*See Attached*]

A. Contact Information for Current Franchisees (as of December 31, 2022)

Location Number	Franchisee	Location Address	City	State	Zip Code	Location Phone
1295	Joseph Szablewski	2431 East Glenn Ave	Auburn	Alabama	36830	(334) 502-2999
0701	Jack Vinitskul	250 Doug Baker Blvd., Ste. 500	Birmingham	Alabama	35242	(205) 408-1882
1150	Joseph Szablewski	6880 U.S. Hwy 90, Ste. C4	Daphne	Alabama	36526	(251) 607-9299
0892	Joseph Szablewski	3430 W. Main Street, Suite 1	Dothan	Alabama	36305	(334) 836-0878
1331	Jack Vinitskul	160 Cotton Creek Drive	Gulf Shores	Alabama	36542	(256) 410-5011
0700	Jack Vinitskul	5519 Grove Boulevard, Suite 125	Hoover	Alabama	35226	(205) 988-6400
0970	Joseph Szablewski	4851 Whitesburg Dr., Ste. C	Huntsville	Alabama	35802	(256) 881-8288
0845	Joseph Szablewski	5923 Wall Triana Hwy	Madison	Alabama	35757	(256) 430-4445
0841	Jack Vinitskul	3966 Airport Boulevard	Mobile	Alabama	36608	(251) 316-3110
1233	Jack Vinitskul	7765 Airport Blvd STE 150	Mobile	Alabama	36608	(251) 607-7007
1098	Joseph Szablewski	2478 Berryhill Rd., Ste. 6	Montgomery	Alabama	36117	(334) 272-8787
0691	Jack Vinitskul	320 Rele Street	Mountain Brook	Alabama	35223	(205) 834-8140
1379	Jack Vinitskul	1800 McFarland Blvd, East, Suite 106	Tuscaloosa	Alabama	35404	(205) 773-2244
1232	Joseph Szablewski	8840 Old Seward Hwy,	Anchorage	Alaska	99515	(907) 336-3689
0336	Jill O'Bryan-Lopez	9945 West McDowell Suite 107	Avondale	Arizona	85392	(623) 209-3939
0008	Sean Kajcienski	2510-7 West Chandler Blvd	Chandler	Arizona	85224	(480) 812-3689
0141	Sean Kajcienski	4985 S Alma School Rd, STE 1	Chandler	Arizona	85248	(480) 802-1919
1047	Sean Kajcienski	2880 E. Germann Rd., Ste. 7	Chandler	Arizona	85286	(480) 857-8888
0558	Mark Love	1235 South Plaza Way	Flagstaff	Arizona	86001	(928) 526-3689
0005	Sean Kajcienski	865 North Gilbert Rd., Ste 102-103	Gilbert	Arizona	85234	(480) 889-0770
0075	Sean Kajcienski	2270 Williams Field Rd., Ste. 110	Gilbert	Arizona	85295	(480) 855-9910
0290	Sam Biggs	1458 N. Higley Road, Ste. 103	Gilbert	Arizona	85234	(480) 832-3689
0003	Sean Kajcienski	8110 West Bell Road	Glendale	Arizona	85308	(623) 889-1646
1063	Jill O'Bryan-Lopez	5143 W Olive Ave STE 100	Glendale	Arizona	85302	(623) 931-3689
0028	Jill O'Bryan-Lopez	1468 N Litchfield Rd., Ste. #M3	Goodyear	Arizona	85395	(623) 935-5495
0004	Sam Biggs	6626 East McKellips Rd., Ste. #105	Mesa	Arizona	85215	(480) 889-0761
0011	Sam Biggs	1657 South Dobson Rd., Ste. #B101	Mesa	Arizona	85202	(480) 839-3689

Location Number	Franchisee	Location Address	City	State	Zip Code	Location Phone
0289	Sam Biggs	1946 South Signal Butte Rd STE 103	Mesa	Arizona	85209	(480) 986-3689
0105	Sean Kajcienski	7645 N. Oracle Rd. Suite #140	Oro Valley	Arizona	85704	(520) 577-3689
0196	Jill O'Bryan-Lopez	9744 Northern Ave	Peoria	Arizona	85345	(623) 872-3689
0322	Sean Kajcienski	10006 W Happy Valley Parkway #1240	Peoria	Arizona	85383	(623) 537-3689
0006	Sean Kajcienski	13637 North Tatum Blvd., Ste #16	Phoenix	Arizona	85032	(602) 992-4400
0012	Sean Kajcienski	4722 E. Ray Rd., Ste. 22 & 24	Phoenix	Arizona	85044	(480) 759-3689
0013	Sean Kajcienski	7000 East Mayo Blvd., Bldg 8-1052	Phoenix	Arizona	85054	(480) 502-8787
0020	Sean Kajcienski	1660 E Camelback Rd., Ste #195	Phoenix	Arizona	85016	(602) 222-3689
0023	Sean Kajcienski	275 E Bell Rd STE 102	Phoenix	Arizona	85022	(602) 866-3689
0077	Sean Kajcienski	3162 E. Indian School Rd	Phoenix	Arizona	85016	(602) 468-3689
0078	Sean Kajcienski	2330 W Happy Valley Rd STE 1021	Phoenix	Arizona	85085	(623) 780-3689
0931	Sean Kajcienski	21001 N. Tatum Boulevard, Suite 29	Phoenix	Arizona	85050	(480) 585-1855
1420	Sean Kajcienski	7620 S. 59th Avenue, Suite #102	Phoenix	Arizona	85339	(602) 218-5333
1048	Mark Love	120 E. Sheldon Street	Prescott	Arizona	86301	(928) 778-3689
0595	Sean Kajcienski	21582 S Ellsworth Loop STE 110	Queen Creek	Arizona	85142	(480) 888-2800
0001	Sean Kajcienski	8752 East Shea Blvd., Ste #C-3B	Scottsdale	Arizona	85260	(480) 367-6762
0010	Sean Kajcienski	32607 North Scottsdale Rd., Ste. #101	Scottsdale	Arizona	85262	(480) 437-1463
0076	Sean Kajcienski	7001 N. Scottsdale Road, Ste. 158	Scottsdale	Arizona	85253	(480) 443-3689
1045	Sean Kajcienski	2765 N Scottsdale Rd STE 101	Scottsdale	Arizona	85257	(480) 990-3689
1275	Sam Biggs	8698 E. Raintree Dr	Scottsdale	Arizona	85260	(480) 481-2445
0370	Sean Kajcienski	13757 W. Bell Road, STE 105	Surprise	Arizona	85374	(623) 544-3300
0017	Sean Kajcienski	315 W Elliot Road STE 103	Tempe	Arizona	85284	(480) 783-8700
0741	Sam Biggs	1900 E Rio Salado Parkway, STE 150	Tempe	Arizona	85281	(480) 446-3689
0319	Sean Kajcienski	4749 E. Sunrise Dr., Suite #103	Tucson	Arizona	85718	(520) 577-3689
0320	Sean Kajcienski	9630 E 22nd St, STE 100	Tucson	Arizona	85748	(520) 577-3689
0321	Sean Kajcienski	3854 W. River Road	Tucson	Arizona	85741	(520) 777-9193
1326	Sean Kajcienski	6303 E Broadway	Tucson	Arizona	85710	(520) 347-6817
1434	Shanna Bowman	2377 S 22nd Drive, Suite A	Yuma	Arizona	85364	(928) 328-8844
1358	Albert Pilkington	1040 South Amity Rd, Suite K	Conway	Arkansas	72032	(501) 557-3684

Location Number	Franchisee	Location Address	City	State	Zip Code	Location Phone
0599	Michael Harris	3557 Shiloh Dr., Ste. 5	Fayetteville	Arkansas	72703	(479) 571-3689
0842	Vicki Burnett	209 N University Ave STE 200	Little Rock	Arkansas	72205	(501) 492-7721
1017	Vicki Burnett	17200 Chenal Parkway, Ste. 270	Little Rock	Arkansas	72223	(501) 821-5353
0480	Michael Harris	2603 Pleasant Grove Road, STE 114	Rogers	Arkansas	72758	(479) 633-8340
1235	Philip Powell	2050 W Kenosha Street	Broken Arrow	Broken Arrow	74012	(918) 286-4967
0470	Darc Keller	2233 South Shore Center West	Alameda	California	94501	(510) 865-3689
0121	Eric Hua	26852 La Paz Road #2-A	Aliso Viejo	California	92656	(949) 472-8177
0455	Jeff Pennell	5769 E. Santa Ana Canyon Rd #E	Anaheim Hills	California	92807	(714) 637-2300
0621	Gary Rea	19179 Bear Valley Rd STE 7	Apple Valley	California	92308	(760) 240-3689
0977	Anna-Cristina Szwajkowska	905 Rancho Parkway STE D	Arroyo Grande	California	93420	(805) 481-5600
1271	Jeff Pennell	9000 Ming Ave. Ste. D1	Bakersfield	California	93311	(661) 664-3689
1330	Dialle Co	246 South Robertson Boulevard	Beverly Hills	California	90211	(310) 854-3689
0242	Jeff Pennell	375 West Birch Street #22	Brea	California	92821	(714) 990-3033
0226	Rodney Yuen	2465 Sandcreek Road, Suite 112	Brentwood	California	94513	(925) 516-1818
1397	Wenge Zhang	1209 Howard Avenue	Burlingame	California	94010	(650) 392-3689
0033	Shamicka Lawrence	2360 Las Posas Rd., Ste G	Camarillo	California	93010	(805) 987-1010
0678	Joseph Szablewski	1875 S. Bascom Avenue, Suite 650	Campbell	California	95008	(408) 679-3689
0765	Dan Chou	3348 Village Drive	Castro Valley	California	94546	(510) 690-8585
0951	Jeff Pennell	615 Mangrove Ave., Ste. 110	Chico	California	95926	(530) 892-8585
0181	Greg Sieger	3825 Grand Avenue, STE B	Chino	California	91710	(909) 573-0200
0416	Robert Perez	878 Eastlake Parkway STE 912	Chula Vista	California	91914	(619) 482-2072
0942	Gary Rea	2090 N. Mills Avenue	Claremont	California	91711	(909) 447-7500
0235	Jeff Pennell	605 West Herndon Avenue	Clovis	California	93612	(559) 299-7077
0297	Dan Chou	1975 Diamond Blvd., Ste D-010	Concord	California	94520	(925) 689-3689
0327	Jay Gosyne	5442 Ygnacio Valley Rd, Ste. 140	Concord	California	94521	(925) 672-3689
0612	Mark Mussmann	2225 Eagle Glen Parkway Suite 101	Corona	California	92883	(951) 371-3689
0042	Carol Warren	3030 Harbor Blvd., Suite G2	Costa Mesa	California	92626	(714) 545-5305
0330	Joseph Szablewski	640 E. Cotati Ave	Cotati	California	94931	(707) 795-7700

Location Number	Franchisee	Location Address	City	State	Zip Code	Location Phone
0772	Kimberly White	10994 Jefferson Blvd	Culver City	California	90230	(424) 231-8068
0821	Jeff Pennell	6915 Katella Avenue	Cypress	California	90630	(714) 947-1888
1398	Wenge Zhang	239 Lake Merced Blvd	Daly City	California	94015	(650) 757-3689
0247	Stephanie Bautista	110 F Street, Ste. B	Davis	California	95616	(530) 758-3689
0882	Leocadia Salas	1195 S. Diamond Bar Boulevard, Ste. B	Diamond Bar	California	91765	(909) 612-9700
0487	Tina Quach	12052 Lakewood Boulevard	Downey	California	90242	(562) 622-3689
0983	Stacia Counelis	12435 Limonite Ave., Ste. 540	Eastvale	California	91752	(951) 360-3689
0248	Laurie Vaqueiro	4510 Post Street, STE 340	El Dorado Hills	California	95762	(916) 941-6850
0221	Joseph Szablewski	8465 Elk Grove Florin Road	Elk Grove	California	95624	(916) 714-0222
0318	Joseph Szablewski	9139 West Stockton Blvd. Suite 100	Elk Grove	California	95758	(916) 683-3689
0348	Carmen Genovese	278-D N. El Camino Real	Encinitas	California	92024	(760) 436-3300
0179	Carmen Genovese	1210 Auto Park Way	Escondido	California	92029	(760) 747-3529
0154	Jeff Pennell	5319 Sunrise Blvd	Fair Oaks	California	95628	(916) 965-3689
0503	Jay Gosyne	5041 Business Center Drive, STE 100	Fairfield	California	94534	(707) 864-2200
0080	Jeff Pennell	25055 Blue Ravine Road	Folsom	California	95630	(916) 985-6100
0250	Jeff Pennell	2750 East Bidwell Street, Suite 200	Folsom	California	95630	(916) 357-5000
0540	Tiffany McLeod	16391 Sierra Lakes Parkway, Ste 100	Fontana	California	92336	(909) 355-5553
0334	Darc Keller	39016 Paseo Padre Parkway	Fremont	California	94538	(510) 456-3689
1167	Jeff Pennell	642 W. Shaw Ave	Fresno	California	93704	(559) 264-3689
1168	Jeff Pennell	1170 E. Champlain Dr., Ste. 103	Fresno	California	93720	(559) 434-0900
0048	Helen McDonagh	333 North Brand Blvd.	Glendale	California	91203	(818) 246-3689
0974	Joey Ball	1343 E. Gladstone St., Bldg. E, Ste. 101	Glendora	California	91740	(909) 267-7515
1052	Franchesta Hammonds	11852 1/2 Balboa Blvd.	Granada Hills	California	91344	(818) 366-3772
0488	Katie Sinha	1601 Pacific Coast Hwy. Suite 285	Hermosa Beach	California	90254	(310) 318-3689
0156	Greg Sieger	7644 Edinger Avenue	Huntington Beach	California	92647	(714) 374-3689
0522	Carol Warren	19431 Main St., Ste. 101	Huntington Beach	California	92648	(714) 374-5588
0158	Carol Warren	6262 Irvine Blvd	Irvine	California	92602	(949) 570-9590

Location Number	Franchisee	Location Address	City	State	Zip Code	Location Phone
0953	Joey Ball	659 Foothill Blvd	La Canada Flintridge	California	91011	(818) 952-3689
0819	Jeff Pennell	1216 S Idaho St STE D	La Habra	California	90631	(714) 515-7555
0395	Jeff Pennell	7650 Girard Avenue, STE 200	La Jolla	California	92037	(858) 551-0078
0462	Jeff Pennell	3727 Avocado Blvd	La Mesa	California	91941	(619) 660-6789
0261	Holly Lassak	79485 Highway 111, STE 9	La Quinta	California	92253	(760) 771-2244
0160	Eric Hua	30065 Alicia Parkway, #B	Laguna Niguel	California	92677	(949) 495-8100
0824	Eric Hua	23635 El Toro Rd, STE A	Lake Forest	California	92630	(949) 768-3689
1102	Johnny Causing	4949 Graywood Ave.	Lakewood	California	90712	(562) 630-3689
1336	Charles Williams	1050 West Avenue K	Lancaster	California	93534	(661) 874-4080
1165	Zhengang Zhang	7034 Broadway	Lemon Grove	California	91945	(619) 460-3689
0559	Dan Chou	2100 Portola Avenue, Suite E	Livermore	California	94551	(925) 292-5165
0763	Tania Davies	7609 Carson Blvd	Long Beach	California	90808	(562) 354-9300
1264	Jeff Pennell	4458 Atlantic Ave.	Long Beach	California	90807	(562) 247-7884
1110	Dialle Co	315 West 9th St	Los Angeles	California	90015	(323) 315-6464
1240	Shamicka Lawrence	5077 Lankershim Blvd	Los Angeles	California	91601	(747) 214-0421
0392	Stephanie McRae	1590 Rosecrans Avenue	Manhattan Beach	California	90266	(310) 321-6717
0137	Joseph Szablewski	160 Donahue Street Suite I	Marin City	California	94965	(415) 339-9003
0920	Michael Kostura	30134 Haun Road, Suite 430	Menifee	California	92584	(951) 821-3222
0593	Wenge Zhang	581 E Calaveras Blvd	Milpitas	California	95035	(408) 586-8888
0385	Eric Hua	27620 Marguerite Parkway, STE A&B	Mission Viejo	California	92692	(949) 388-7300
1185	Joey Ball	123 W. Foothill Blvd.	Monrovia	California	91016	(626) 930-0444
1422	Miroslava (Mirka) Gomes	595 Munras Avenue, Suite 101	Monterey	California	93940	(831) 920-0272
0699	Salvia Javidan-Nejad	558 Center Street	Moraga	California	94556	(925) 376-3689
1286	Michael Kostura	27120 Eucalyptus Ave, Suite A	Moreno Valley	California	92555	(951) 221-9900
1452	Miroslava (Mirka) Gomes	1049 Cochrane Rd. Suite 150	Morgan Hill	California	95037	(408) 776-3689
0172	Wenge Zhang	1040 Grant Road, Ste 110	Mountain View	California	94040	(650) 961-3689

Location Number	Franchisee	Location Address	City	State	Zip Code	Location Phone
0058	Michael Kostura	39400 Murrieta Hot Springs Rd. Ste 114B	Murrieta	California	92563	(951) 698-2888
0295	Stephanie Bautista	308 Soscol Ave, Suite E	Napa	California	94559	(707) 255-8000
0510	Stephen Karson	1052 Irvine Ave	Newport Beach	California	92660	(949) 200-3330
0795	Hwachong Yi	18665 Devonshire Street	Northridge	California	91324	(818) 360-3000
0123	James Schaubeck	2455 Vista Way, Suite C	Oceanside	California	92054	(760) 439-1155
0897	Gary Rea	4150 E. 4th Street, Suite A	Ontario	California	91764	(909) 294-2222
0513	Kristin Boden	7536 E Chapman Ave	Orange	California	92869	(714) 281-1800
0515	Stephen Karson	745 S. Main Street, STE 130	Orange	California	92868	(714) 921-3900
0270	Shamicka Lawrence	655 Town Center Dr. BLDG 2200	Oxnard	California	93036	(805) 981-3689
0072	Holly Lassak	72363 Highway 111 STE A-2	Palm Desert	California	92260	(760) 779-1954
0614	Holly Lassak	5200 E. Ramon Road, Ste. H-11	Palm Springs	California	92264	(760) 969-4800
0873	Shamicka Lawrence	39445 10th Street W, Ste. E-5	Palmdale	California	93551	(661) 526-0050
0234	Wenge Zhang	4335 El Camino Real	Palo Alto	California	94306	(650) 305-3464
0789	Greg Sieger	345 South Lake Avenue, Ste. 205	Pasadena	California	91101	(626) 240-1060
0790	Joey Ball	3707 E Foothill Blvd	Pasadena	California	91107	(626) 351-9100
0399	Joseph Szablewski	247 North McDowell Blvd	Petaluma	California	94954	(707) 763-6274
0241	Jeff Pennell	122 East Yorba Linda Boulevard	Placentia	California	92870	(714) 528-3689
0432	Robert Perez	2560 Laning Rd, Ste A103	Point Loma	California	92106	(619) 222-0300
0419	Brad Purinton	12642 Poway Rd. #4-8	Poway	California	92064	(858) 679-3689
0712	Gary Rea	7305 Day Creek Blvd STE 101	Rancho Cucamonga	California	91739	(909) 803-1001
0584	Jeff Pennell	1040 E. Cypress Ave., Unit D	Redding	California	96002	(530) 221-8585
0613	Michael Kostura	9990 Alabama St., Ste. C&D	Redlands	California	92374	(909) 792-2277
0253	Wenge Zhang	326 Walnut St	Redwood City	California	94063	(650) 569-3689
0434	Stacia Counelis	19029 Van Buren, Ste 118	Riverside	California	92508	(951) 789-0908
1082	Dennis Lam	3639 Riverside Plaza Dr.	Riverside	California	92506	(951) 683-3500
0125	Jill Karrenbrock	887 Silver Spur Road	Rolling Hills Estates	California	90274	(310) 698-0660
0038	Jeff Pennell	10441 Fairway Dr., Ste 120	Roseville	California	95678	(916) 784-3800

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0043	Mona Paia	1485 Eureka Road, Suite G120	Roseville	California	95661	(916) 783-1787
0068	Jeff Pennell	4383 Arden Way	Sacramento	California	95864	(916) 971-3689
0103	Jeff Pennell	2511-A Fair Oaks Blvd	Sacramento	California	95825	(916) 481-3689
0199	Jay Gosyne	2051 Arena Blvd., Suite 100	Sacramento	California	95834	(916) 568-6252
0304	Jeff Pennell	1901 S Street, Suite 101	Sacramento	California	95811	(916) 447-3689
0735	Jeff Pennell	990 Florin Road	Sacramento	California	95831	(916) 391-3689
0325	Lauren Luo	9450-A Mira Mesa Blvd	San Diego	California	92126	(858) 271-6888
0417	Jeff Pennell	4911 Clairemont Drive	San Diego	California	92117	(858) 222-8890
0803	Robert Perez	7610 Hazard Center Drive Suite #701	San Diego	California	92108	(619) 255-3589
0980	Lauren Luo	9925 Carmel Mountain Road	San Diego	California	92129	(858) 200-8888
1159	Robert Perez	655 Saturn Blvd., Ste. C	San Diego	California	92154	(619) 299-0299
0170	Dexter K. Lee	785 Mission Street	San Francisco	California	94103	(415) 341-9800
0675	Wenge Zhang	1316 El Paseo De Saratoga	San Jose	California	95130	(408) 379-9988
0850	Wenge Zhang	111 Curtner Ave	San Jose	California	95125	(408) 755-1200
1033	Aditi Patel	954 Blossom Hill Road	San Jose	California	95123	(408) 227-3689
0372	James Schaubeck	145 Las Posas Rd., Ste. 160	San Marcos	California	92078	(760) 410-0288
0148	Joseph Szablewski	1100 Park Place, Suite 40	San Mateo	California	94403	(650) 393-6477
0055	Joseph Szablewski	219 3rd St	San Rafael	California	94901	(415) 459-3689
0146	Franchesta Hammonds	136 S. Hope Ave B107	Santa Barbara	California	93105	(805) 681-5050
1301	Wenge Zhang	2066 El Camino Real , Suite E-09	Santa Clara	California	95050	(408) 243-1238
0429	Joseph Szablewski	5761 Mountain Hawk Way	Santa Rosa	California	95409	(707) 537-0555
0453	Ravi Kapoor	9824 Mission Gorge Road Suite D	Santee	California	92071	(619) 448-3689
0371	Tania Davies	12340 Seal Beach Blvd, STE A	Seal Beach	California	90740	(562) 596-1500
0332	Shamicka Lawrence	14652 Ventura Blvd Ste 100	Sherman Oaks	California	91403	(818) 986-3689
0425	Shamicka Lawrence	1263 Simi Town Center Hwy H-7	Simi Valley	California	93065	(805) 210-3689
1429	Joey Ball	1136 Fair Oaks Avenue	South Pasadena	California	91030	(626) 403-6000
0728	Joseph Szablewski	5757 Pacific Avenue, Store #A155	Stockton	California	95207	(209) 478-3689
0671	Wenge Zhang	413 E. El Camino Real	Sunnyvale	California	94087	(408) 737-9888

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0564	Dennis Lam	32909 Highway 79 South, STE 105	Temecula	California	92592	(951) 302-6002
0303	Shamicka Lawrence	1348-A N Moorpark Road	Thousand Oaks	California	91360	(805) 494-1448
0331	Dan Chou	2463 Naglee Rd	Tracy	California	95304	(209) 839-1919
0152	Greg Sieger	2833 Park Avenue	Tustin	California	92782	(714) 617-8900
0637	Darc Keller	30963 Courthouse Dr	Union City	California	94587	(510) 471-5000
0174	Gary Rea	1900 Campus Ave, Ste C	Upland	California	91784	(909) 946-9996
0197	Sarah Boles	196 Nut Tree Parkway, Suite C	Vacaville	California	95687	(707) 446-4600
0636	Shamicka Lawrence	23957 Newhall Ranch Road	Valencia	California	91354	(661) 259-0878
0412	Shamicka Lawrence	103 S Mills Rd, STE 102	Ventura	California	93003	(805) 644-3689
1154	Jeff Pennell	4222-4224 S. Mooney Blvd	Visalia	California	93277	(559) 702-1166
0963	Leocadia Salas	2620 E. Workman Ave., Ste., 4B	West Covina	California	91791	(626) 966-2220
0957	Jeff Pennell	15632 Whitwood Lane	Whittier	California	90603	(562) 698-5000
0633	Lezle Ferguson	23885 Clinton Keith Rd STE #1	Wildomar	California	92595	(951) 677-7781
0454	Jeff Pennell	20499 Yorba Linda Blvd.	Yorba Linda	California	92886	(714) 701-0200
0705	Mike Drum	15530 W 64th St STE M	Arvada	Colorado	80007	(303) 423-3689
0237	Mike Drum	6735 Cornerstar Way, STE B	Aurora	Colorado	80016	(720) 974-9600
1068	Mike Drum	10651 E. Garden Drive, Ste. 105	Aurora	Colorado	80012	(303) 750-5300
1432	Mike Drum	6295 South Main Street, Suite 103	Aurora	Colorado	80016	(303) 699-0868
0133	Mike Drum	2490 Arapahoe Ave	Boulder	Colorado	80302	(303) 447-3689
0021	Mike Drum	1170 US Hwy 287, Suite 300	Broomfield	Colorado	80020	(303) 404-3689
1402	Evan Neubeiser	16818 Sheridan Parkway	Broomfield	Colorado	80023	(303) 325-5606
0697	Mike Drum	5650 Allen Way #116	Castle Rock	Colorado	80108	(720) 974-9100
0188	Mike Drum	3254 Cinema Point	Colorado Springs	Colorado	80922	(719) 574-9900
0189	Mike Drum	9235 N. Union Blvd. Suite 120	Colorado Springs	Colorado	80920	(719) 623-1750
0341	Mike Drum	742 Village Center Drive	Colorado Springs	Colorado	80919	(719) 473-9900
0155	Mike Drum	7300 E Hampden Ave, STE A-1	Denver	Colorado	80231	(303) 220-0600
0194	Mike Drum	201 Steele Street Unit 1-A	Denver	Colorado	80206	(303) 962-8900
0231	Mike Drum	5465 W 20th Avenue	Denver	Colorado	80202	(720) 833-3700
0191	Mike Drum	1514 E. Harmony Road Suite 2B	Fort Collins	Colorado	80525	(970) 488-3689

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1437	Trace Tyler	2490 Patterson Rd, Suite 7	Grand Junction	Colorado	81505	(970) 783-9999
1237	Mike Drum	4206 Centerplace Dr.	Greeley	Colorado	80634	(970) 330-2220
0071	Mike Drum	5900 S. University Blvd., Unit C-6	Greenwood Village	Colorado	80121	(303) 741-3689
0207	Mike Drum	6570 South Yosemite Street, #B-2	Greenwood Village	Colorado	80111	(303) 220-3689
0019	Mike Drum	9471 S. University Blvd	Highlands Ranch	Colorado	80126	(303) 791-6637
0760	Mike Drum	1265 Sgt. Jon Stiles Drive, Suite I	Highlands Ranch	Colorado	80129	(720) 382-7045
0424	Mike Drum	7033 West Alaska Place	Lakewood	Colorado	80226	(303) 922-3689
1438	Mike Drum	5392 S. Wadsworth	Lakewood	Colorado	80123	(303) 243-3031
0792	Mike Drum	210 Ken Pratt Boulevard, Suite 180	Longmont	Colorado	80501	(303) 772-1400
1069	Mike Drum	1657 Rocky Mountain Avenue	Loveland	Colorado	80538	(970) 622-8900
0127	Mike Drum	17001 Lincoln Ave. #D	Parker	Colorado	80134	(720) 842-0900
0215	Mike Drum	3960 E. River Point Parkway	Sheridan	Colorado	80110	(303) 999-3879
0153	Mike Drum	1181 E. 120th Ave	Thornton	Colorado	80233	(303) 920-4200
0278	Mike Drum	10449 Town Center Dr., Ste 600	Westminster	Colorado	80021	(303) 466-1818
1416	Rubina Cerone	49 Federal Road	Brookfield	Connecticut	06804	(203) 775-3689
0785	Janelle Presti	110 Albany Turnpike STE 205	Canton	Connecticut	06019	(860) 693-8000
1163	Shilpa Bolaki	51 Shunpike Road	Cromwell	Connecticut	06416	(860) 635-3689
0381	Eugenia Tzoannopoulos	2279 Black Rock Turnpike	Fairfield	Connecticut	06825	(203) 333-3689
1022	Anthony Vidal	1600 SE Road	Farmington	Connecticut	06032	(860) 677-4477
0777	Jeff Kulhay	140 Glastonbury Boulevard	Glastonbury	Connecticut	06033	(860) 633-1111
1124	Marianne Axelrod	2300 Dixwell Avenue	Hamden	Connecticut	06514	(203) 281-3689
0755	Richelle Kaye	1640 Boston Post Road	Milford	Connecticut	06460	(203) 876-8900
1059	Richelle Kaye	43 Monroe Turnpike	Monroe	Connecticut	06611	(203) 268-2222
0950	Vandana Patel	607 Main Avenue, Ste. 9	Norwalk	Connecticut	06851	(203) 846-1000
1375	Vandana Patel	110 Commerce Drive, Suite 112	Shelton	Connecticut	06484	(203) 763-4899
0659	Anthony Vidal	90D Buckland Road	South Windsor	Connecticut	06074	(860) 644-5800
1272	Vincent Manna	775 Main Street South, Unit 130	Southbury	Connecticut	06488	(203) 263-3689
0854	Jennifer Travis	1014 High Ridge Road	Stamford	Connecticut	06905	(203) 322-7000

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0825	Anthony Vidal	333 N Main St, Unit 35	West Hartford	Connecticut	06117	(860) 233-8890
0793	Shilpa Bolaki	275 Post Road East	Westport	Connecticut	06880	(203) 571-1234
1324	Alicia Norris	30 N DuPont Hwy, Suite 1	Dover	Delaware	19901	(302) 446-3689
1312	Alicia Norris	3148 Fashion Center Blvd.	Newark	Delaware	19702	(302) 266-2762
1226	Joseph Szablewski	18949 Coastal Hwy	Rehoboth Beach	Delaware	19971	(302) 703-4100
1373	Alicia Norris	5615 Concord Pike	Wilmington	Delaware	19803	(302) 691-7168
1210	Thai Nguyen	4926 Wisconsin Ave NW	Washington	District of Columbia	20016	(202) 851-3689
0229	Michael Sasser	397 E. Altamonte Dr., Ste. 1600	Altamonte Springs	Florida	32701	(407) 339-3689
0269	Gene Sultan	20633 Biscayne Boulevard	Aventura	Florida	33180	(305) 935-1771
0180	Aharon (Eric) Bitton	7050 West Palmetto Park Rd, Bay 17	Boca Raton	Florida	33433	(561) 368-2111
0402	Steven Sculler	20423 S State Road 7, STE F-8	Boca Raton	Florida	33498	(561) 477-3689
0408	George Tobin	4125 N. Federal Hwy.	Boca Raton	Florida	33431	(561) 750-6606
0279	Kelly Perelli-Minetti	1000 N. Congress Suite 140	Boynton Beach	Florida	33426	(561) 374-7979
0924	Steven Sculler	8794 Boynton Beach Blvd., Suite 105	Boynton Beach	Florida	33472	(561) 733-9355
1343	Eric Seace	4734 Cortez Road West	Bradenton	Florida	34210	(941) 909-0800
0252	Steve Plattner	2092 Badlands Drive	Brandon	Florida	33511	(813) 413-2211
1395	Robert C. Macchione	13185 Cortez Boulevard	Brooksville	Florida	34613	(352) 678-3344
0097	John Preston	2221 Santa Barbara Blvd, Suite 104	Cape Coral	Florida	33991	(239) 549-3689
0507	Scott Grebler	2516 N. McMullen Booth Road, STE B	Clearwater	Florida	33761	(727) 799-3689
0900	Deborah Glorius	1500 Oakley Seaver Blvd, STE 15	Clermont	Florida	34711	(352) 243-3689
0272	Howard Strickman	4407 Lyons Rd., Ste. 102	Coconut Creek	Florida	33073	(954) 688-7777
0631	Pamela Altman	5856 Flamingo Rd.	Cooper City	Florida	33330	(954) 432-1112
0674	Mike Drum	256 Miracle Mile	Coral Gables	Florida	33134	(305) 648-7149
0704	Arthur Wayne Retsema	6927 Red Road	Coral Gables	Florida	33143	(305) 662-2622
0271	Mike Drum	2878 University Dr.	Coral Springs	Florida	33065	(954) 757-3689
1298	Richard Altman	18443 South Dixie Hwy	Cutler Bay	Florida	33157	(305) 231-3689
0119	Howard Strickman	2264 S University Dr	Davie	Florida	33324	(954) 473-2799

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0999	Jorge Ramos	200 South Federal Hwy	Deerfield Beach	Florida	33441	(954) 570-8883
1443	Patricia Barnett	233 East International Speedway Blvd	DeLand	Florida	32724	(386) 873-3300
0941	Sean Kajcienski	34904 Emerald Coast Pkwy, Suite 132	Destin	Florida	32541	(850) 650-8500
0096	John Preston	8001 Plaza Del Lago	Estero	Florida	33928	(239) 947-3689
0786	Mike Drum	865 Hibernia Road Suite 103	Fleming Island	Florida	32003	(904) 529-7170
0816	Kaley Miller	1917 Cordova Road	Fort Lauderdale	Florida	33316	(954) 626-6200
0095	John Preston	15880 Summerlin Rd	Fort Myers	Florida	33908	(239) 333-3689
1356	John Preston	9374 Ben C Pratt/6 Mile Cypress Pkwy Unit 160	Ft Myers	Florida	33966	(239) 308-9079
1160	Sean Kajcienski	99 Eglin Pkwy. Ste. 5B	Ft. Walton Beach	Florida	32548	(850) 301-2000
0921	Mark Mooney	3946 SW Archer Road, Ste. W105-106	Gainesville	Florida	32608	(352) 373-3689
1085	Joseph Szablewski	1165 Gulf Breeze Parkway	Gulf Breeze	Florida	32561	(850) 932-2244
0707	Aharon (Eric) Bitton	5081 Sheridan Street	Hollywood	Florida	33021	(954) 966-1771
1309	Anthony Butera	1640 Sheridan St	Hollywood	Florida	33020	(954) 306-9177
0029	Mike Drum	13820 Old St Augustine Rd., Ste. #157	Jacksonville	Florida	32258	(904) 262-5585
0130	Mike Drum	4509 St Johns Ave Suite 1	Jacksonville	Florida	32210	(904) 224-5405
0182	Mike Drum	13475 Atlantic Blvd STE 18	Jacksonville	Florida	32225	(904) 394-2500
0676	Mike Drum	4375 Southside Boulevard, STE 10	Jacksonville	Florida	32216	(904) 483-2233
1215	Johanna Logue	9651 Crosshill Blvd #110	Jacksonville	Florida	32222	(904) 771-3689
0721	Mike Drum	3940 S. Third Street	Jacksonville Beach	Florida	32250	(904) 746-4440
0477	Mike Drum	3755 Military Trail, STE A-1	Jupiter	Florida	33458	(561) 743-8878
1380	Deborah Glorius	3245 Rolling Oaks Blvd	Kissimmee	Florida	34747	(321) 765-9227
0347	John Freeland	6169 Jog Rd. Unit 4C Establishment	Lake Worth	Florida	33467	(561) 964-3689
0509	Scott Grebler	3615 S. Florida Ave., #440 MM# 25557	Lakeland	Florida	33803	(863) 646-3689
0339	Mike Drum	10609 Ulmerton Rd	Largo	Florida	33771	(727) 581-6500
0362	Kimberly Kitchen	17673 N. Dale Mabry Hwy	Lutz	Florida	33548	(813) 868-5400
0968	Patricia Barnett	2261 Town Center Ave., #115	Melbourne	Florida	32940	(321) 433-3689
0310	Roni Cohen	14200 SW 8th St Suite 108	Miami	Florida	33184	(305) 222-1984
0397	Aharon (Eric) Bitton	13660 SW 88th Street	Miami	Florida	33186	(305) 383-1984

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0839	Arthur Wayne Retsema	900 S. Miami Avenue	Miami	Florida	33130	(305) 995-6080
0876	Mike Drum	3401 N. Miami Ave., Suite 107	Miami	Florida	33127	(305) 438-1101
0905	Mike Drum	9751 NW 41st St.	Miami	Florida	33178	(305) 800-3689
1062	Gary Hirsch	9017 SW 107th Ave	Miami	Florida	33176	(305) 595-3689
1293	Arthur Wayne Retsema	13721 SW 152nd St	Miami	Florida	33177	(305) 252-4626
0832	Jeff Unger	767 17th Street	Miami Beach	Florida	33139	(305) 370-3689
0606	Aharon (Eric) Bitton	15422 B&C NW 77th Court	Miami Lakes	Florida	33016	(305) 558-3689
0532	Mike Drum	12304 Miramar Parkway	Miramar	Florida	33025	(954) 251-5678
0094	John Preston	6345 Naples Blvd, STE A3-4	Naples	Florida	34109	(239) 325-3689
1243	Mike Drum	1815 NE 123rd St.	North Miami	Florida	33181	(305) 893-4772
0176	Aharon Bitton	11686 US 1, Suite 60	North Palm Beach	Florida	33408	(561) 624-3444
0922	Dawn Douglas	2701 SW College Rd.	Ocala	Florida	34474	(352) 873-3689
1445	Patricia Barnett	985 Harley Strickland Blvd, Suite 300	Orange City	Florida	32763	(386) 878-8045
0328	Mike Drum	833 N Alafaya Trail	Orlando	Florida	32828	(407) 903-3689
0565	Dawn Douglas	8081 Turkey Lake Rd, STE 100	Orlando	Florida	32819	(407) 354-3689
0724	Donald Zondervan	45 W Crystal Lake St, STE 193	Orlando	Florida	32806	(407) 841-3689
0744	Mark Mooney	4101 Hunter's Park Lane, STE 404	Orlando	Florida	32837	(407) 438-3689
1360	Mike Drum	6889 Eagle Watch Drive Ste. 225	Orlando	Florida	32822	(407) 990-1192
1435	Mary Pompilus	13919 Narcoossee Rd. Suite 100	Orlando	Florida	32832	(407) 992-7868
1442	Patricia Barnett	332 N Nova Road	Ormond	Florida	32174	(386) 944-1970
0833	Mike Drum	75 Alafaya Woods Blvd	Oviedo	Florida	32765	(407) 366-6400
0216	Gregory King	3938 Northlake Blvd	Palm Beach Gardens	Florida	33403	(561) 627-3689
0173	Alyssa Kimble	2927 SW High Meadows Ave	Palm City	Florida	34990	(772) 287-1177
1316	William Meyer	250 Palm Coast Pkwy NE. Ste. 210-211	Palm Coast	Florida	32137	(386) 463-3689
0031	Ron Wuchko	34848 US Highway 19N	Palm Harbor	Florida	34684	(727) 787-3689
0377	Monica Trujillo	13605 S. Dixie HWY	Palmetto Bay	Florida	33176	(786) 430-4100

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0342	Sean Kajcienski	15801 LC Hilton Drive, STE 120	Panama City Beach	Florida	32413	(850) 563-0070
0311	Luis Delgado	14912 Pines Blvd. MM# 19994	Pembroke Pines	Florida	33027	(954) 430-4456
0688	Joseph Szablewski	6601 North Davis Highway, Suite 37A	Pensacola	Florida	32504	(850) 484-3689
0312	Howard Strickman	12101 West Sunrise Blvd	Plantation	Florida	33323	(954) 370-3689
0361	Jorge Ramos	1159 South Federal Highway	Pompano Beach	Florida	33062	(954) 946-7600
1300	Karen McLoughlin	1808 Tamiami Trail	Port Charlotte	Florida	33948	(941) 629-3689
0520	Patricia Barnett	5535 S Williamson Blvd., STE 645	Port Orange	Florida	32128	(386) 523-2828
0739	Mike Drum	1707 NW St. Lucie West Blvd., Ste. 146	Port St. Lucie	Florida	34986	(772) 344-0222
0139	Kevin Kern	11021 Southern Blvd, STE 100	Royal Palm Beach	Florida	33411	(561) 422-8889
1384	Calvin Robinson	3726 Sun City Center Blvd, Suite 102	Ruskin	Florida	33573	(813) 419-1047
0281	Tomer Taggart	1465 WP Ball Blvdt	Sanford	Florida	32771	(407) 333-9599
0639	Eric Seace	4055 Clark Road	Sarasota	Florida	34233	(941) 927-6200
0640	Eric Seace	2855 University Parkway	Sarasota	Florida	34243	(941) 556-6400
0641	Eric Seace	1279 S Tamiami Trail	Sarasota	Florida	34239	(941) 308-7600
1419	Melad Safar	90 Shops Blvd, Unit #30	St. Johns	Florida	32259	(904) 201-2434
0251	Steve Plattner	5020 4th Street N.	St. Petersburg	Florida	33703	(727) 490-3000
0451	Steve Plattner	1422 66th Street	St. Petersburg	Florida	33710	(727) 381-3689
0936	Alyssa Kimble	1503 NW Federal Hwy	Stuart	Florida	34994	(772) 497-7500
0374	John Preston	2887 Kerry Forest Parkway	Tallahassee	Florida	32312	(850) 422-3689
0024	Steve Plattner	3830 W. Neptune St., Ste C-2	Tampa	Florida	33629	(813) 251-3300
0198	Donovan Blake	8618 Citrus Park Drive	Tampa	Florida	33625	(813) 341-1900
1257	Steve Plattner	1120 E Kennedy Blvd STE 152	Tampa	Florida	33602	(813) 605-3689
0969	Tomer Taggart	1004 Bichara Blvd	The Villages	Florida	32159	(352) 430-3689
1444	Patricia Barnett	2530 S Washington Ave, Suite 110	Titusville	Florida	32780	(321) 222-1144
0956	Kelly Perelli-Minetti	5820 20th St	Vero Beach	Florida	32966	(772) 794-9411
1061	John Freeland	2615 State Road 7	Wellington	Florida	33414	(561) 692-7777
0508	Mike Drum	1821 Bruce B. Downs Blvd STE 124	Wesley Chapel	Florida	33544	(813) 948-5600
1044	Donald Zondervan	4311 Norfolk Parkway	West Melbourne	Florida	32904	(321) 608-4295
0620	Harry Marklin	851 Village Blvd., Ste. 503	West Palm Beach	Florida	33409	(561) 333-3323

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0309	Mike Drum	1374 Weston Road	Weston	Florida	33326	(954) 660-3689
0506	Tomer Taggart	3025 Daniels Parkway, STE 104	Winter Garden	Florida	34787	(321) 221-9966
0499	Tomer Taggart	1919 Aloma Avenue	Winter Park	Florida	32792	(407) 875-3689
0881	Joseph Clay	3384 Cobb Parkway STE 110/120	Acworth	Georgia	30101	(770) 974-0880
0045	Mike Drum	5530 Windward Pkwy., Bldg G, Ste 1050	Alpharetta	Georgia	30004	(678) 336-1280
0928	Mark Preetorius	1850 Epps Bridge Parkway STE 325	Athens	Georgia	30606	(706) 543-3000
0030	Mike Drum	3495 Buckhead Loop	Atlanta	Georgia	30326	(404) 869-3689
0430	Mike Drum	4530 Olde Perimeter Way STE 110	Atlanta	Georgia	30346	(404) 477-3689
0504	Mike Drum	3755 Carmia Drive, STE 410	Atlanta	Georgia	30331	(404) 477-3699
0632	Mark Preetorius	650 Ponce De Leon Ave Suite 600A	Atlanta	Georgia	30308	(404) 876-3689
0805	Mark Preetorius	1801 Howell Mill Road	Atlanta	Georgia	30318	(404) 352-3330
0929	Mike Drum	2999 N Druid Hills Rd STE 130	Atlanta	Georgia	30329	(678) 399-2311
1029	Mike Drum	2625 Piedmont Rd. NE, Ste. 51	Atlanta	Georgia	30324	(404) 841-3599
0954	Dwayne Harper	210 Robert C. Daniel Jr. Pkwy, Ste. E/F	Augusta	Georgia	30909	(706) 738-0288
0656	Mike Drum	4180 Austell Road	Austell	Georgia	30106	(678) 903-0300
0349	Soraya Hosn	3420 Buford Drive, Suite E-770	Buford	Georgia	30519	(678) 541-6868
1247	Mark Preetorius	1810 Cumming Hwy.	Canton	Georgia	30115	(770) 345-4772
0886	David Blanchard	1639 Bradley Park Drive	Columbus	Georgia	31904	(706) 576-3689
0554	Lawrence Rich	2065 Marketplace Blvd	Cumming	Georgia	30041	(678) 208-2888
1021	Mike Drum	525 Dacula Rd., Ste. 250	Dacula	Georgia	30019	(678) 376-3444
1261	Allauddin Khoja	7338 Spout Springs Rd STE C12	Flowery Branch	Georgia	30542	(770) 965-8853
0240	Lawrence Rich	2585 Peachtree Parkway, #200	Johns Creek	Georgia	30041	(678) 208-0680
0329	Mike Drum	745 Chastain Road NW, Suite 1080-1090	Kennesaw	Georgia	30144	(678) 213-3689
0249	Mike Drum	1860 Duluth Highway, Bldg 400 Ste 405	Lawrenceville	Georgia	30043	(678) 218-3689
0394	Mike Drum	1205 Johnson Ferry Road, Ste. 126	Marietta	Georgia	30068	(678) 213-2368
0406	Donna Rhea-Bailey	3000 Windy Hill Rd. A-11	Marietta	Georgia	30067	(770) 955-3339
1333	Soraya Hosn	2960 Shallowford Rd	Marietta	Georgia	30066	(470) 298-3689
0732	Mike Drum	238 Newnan Crossing Bypass	Newnan	Georgia	30265	(770) 252-3000

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1269	Soraya Hosn	5270 Peachtree Pkwy., Suite 109B	Norcross	Georgia	30092	(770) 300-0033
0428	Mike Drum	1215 Peachtree Parkway	Peachtree City	Georgia	30269	(678) 216-1000
0022	Mike Drum	885 Woodstock Road (Hwy 92), Ste. 300	Roswell	Georgia	30075	(770) 928-3689
0645	Mike Drum	1905 Scenic Highway, STE 220	Snellville	Georgia	30078	(770) 817-6868
0267	Mike Drum	1490 Hudson Bridge Rd	Stockbridge	Georgia	30281	(678) 902-0300
1038	Joseph Clay	134 Woodstock Square Ave.	Woodstock	Georgia	30189	(770) 928-0800
1313	Nate McFarland	820 W Hind Dr.	Honolulu	Hawaii	96821	(808) 524-3689
1310	Nate McFarland	70 Ho'okele Street	Kahului	Hawaii	96732	(808) 524-3689
1000	Nate McFarland	45-480 Kaneohe Bay Dr., Ste. B18	Kaneohe	Hawaii	96744	(808) 524-3689
1195	Nate McFarland	4460 Kapolei Parkway STE 220	Kapolei	Hawaii	96707	(808) 524-3689
0885	Nate McFarland	1000 Kamehameha Hwy, #222	Pearl City	Hawaii	96782	(808) 524-3689
0711	Favad Malik	3047 S 25th East	Ammon	Idaho	83406	(208) 522-0877
1304	Joseph Szablewski	7640 W. State Street	Boise	Idaho	83714	(208) 391-5649
1339	Tiffany Avery	212 West Ironwood Drive, Suite E	Coeur d?Alene	Idaho	83814	(208) 502-0500
0302	Joseph Szablewski	1180 North Eagle Road	Meridian	Idaho	83642	(208) 343-3689
0301	Joseph Szablewski	16469 N Marketplace Blvd	Nampa	Idaho	83687	(208) 468-3689
0293	Michael Weiss	790 B Randall Road	Algonquin	Illinois	60102	(847) 658-1155
0457	Daniel Vaughan	342 W. Army Trail, #120	Bloomingdale	Illinois	60108	(630) 295-5600
0448	Niranjan Sundaram	345 East Ohio Street	Chicago	Illinois	60611	(312) 222-0808
0449	Niranjan Sundaram	1845 North Clybourn Ave Ste H	Chicago	Illinois	60614	(773) 904-1100
0450	Niranjan Sundaram	1222 N. Wells Street	Chicago	Illinois	60610	(312) 642-3689
0818	Joe Davis	668 W Diversey	Chicago	Illinois	60614	(773) 747-3000
0939	Joe Davis	1520 Damen Ave.Suite B	Chicago	Illinois	60622	(773) 292-1300
0940	Joe Davis	3718 N. Southport Ave	Chicago	Illinois	60613	(773) 747-3232
1030	Rakesh Malhotra	1136 S Delano Ct West, STE E201	Chicago	Illinois	60605	(312) 386-1000
1031	Rakesh Malhotra	808 W. Monroe Street	Chicago	Illinois	60607	(312) 564-5260
0314	Sean Kajcienski	2445 75th Street, Unit E	Darien	Illinois	60561	(630) 910-4500
0471	Sean Kajcienski	191 S. IL Route 83	Elmhurst	Illinois	60126	(630) 758-4050

Location Number	Franchisee	Location Address	City	State	Zip Code	Location Phone
1080	Niranjan Sundaram	11061 W. Lincoln Highway	Frankfort	Illinois	60423	(815) 277-5151
0315	Sean Kajcienski	116 Commons Drive	Geneva	Illinois	60134	(630) 208-0100
0743	Lori Rossy	3000 South State Route 159	Glen Carbon	Illinois	62034	(618) 656-3689
0296	Lauren Zibble	840 Roosevelt Road	Glen Ellyn	Illinois	60137	(630) 790-4400
1327	Linda Weiler	811 E. Belvidere Rd.	Grayslake	Illinois	60030	(224) 259-2200
0262	Matthew Klemp	2652 N Sutton Road	Hoffman Estates	Illinois	60192	(847) 645-1700
1383	Michael Weiss	2936 Commerce Drive	Johnsburg	Illinois	60051	(815) 385-3001
0575	Scott Barnum	1 N. La Grange Rd., Unit 2A	La Grange	Illinois	60525	(708) 354-3689
0294	Sean Kajcienski	299 South Rand Road	Lake Zurich	Illinois	60047	(847) 438-9100
1071	Sean Kajcienski	1052 Center Drive	Mt Prospect	Illinois	60056	(847) 577-3677
0122	Sean Kajcienski	2720 Showplace Drive, Suite 100	Naperville	Illinois	60564	(630) 717-3689
0268	Sean Kajcienski	1212 S Naper Blvd STE 106	Naperville	Illinois	60540	(630) 718-3700
0313	Sean Kajcienski	2760 Aurora Ave.	Naperville	Illinois	60540	(630) 355-3689
0284	Matt Klemp	5661 W. Touhy Ave., Unit A	Niles	Illinois	60714	(847) 588-0900
1204	Niranjan Sundaram	314 Towanda Ave., #310	Normal	Illinois	61761	(309) 862-0900
1175	Sean Kajcienski	1866 Town Center Drive	North Aurora	Illinois	60542	(630) 907-6100
0285	Sean Kajcienski	840 Willow Road	Northbrook	Illinois	60062	(847) 564-0500
1051	Scott Barnum	11022 S. Cicero Ave	Oak Lawn	Illinois	60453	(708) 423-3689
0162	Travis Doke	1140 Central Park Drive	O'Fallon	Illinois	62269	(618) 622-3689
0299	Brian Penn	15159 S. LaGrange Rd., Ste. 200	Orland Park	Illinois	60462	(708) 675-1555
0306	Sean Kajcienski	1770 Douglas Rd	Oswego	Illinois	60543	(630) 554-5055
0352	Sean Kajcienski	728 E. Dundee Rd.	Palatine	Illinois	60074	(847) 991-1010
1065	Matt Klemp	110 S. Northwest Highway, Unit 3	Park Ridge	Illinois	60068	(847) 268-4641
1216	Niranjan Sundaram	7424 N Orange Prairie Rd.	Peoria	Illinois	61615	(309) 683-3689
1083	John Signa	13400 S. Route 59, #118	Plainfield	Illinois	60585	(815) 609-9999
0316	Niranjan Sundaram	7341 Lake Street, Unit B	River Forest	Illinois	60305	(708) 771-5300
1176	David Kallas	6241 E. State Street	Rockford	Illinois	61108	(815) 398-3689
1053	Susan Edmund	1213 Savoy Plaza Lane, Suite D	Savoy	Illinois	61874	(217) 356-6368
0351	Matt Klemp	600 E Golf Rd	Schaumburg	Illinois	60173	(847) 843-3689

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0846	John Signa	1033 Brookforest Ave	Shorewood	Illinois	60404	(815) 676-3800
0300	Michael Esmay	600 Randall Road	South Elgin	Illinois	60177	(847) 888-8500
1220	Travis Doke	2933 Veterans Pkwy	Springfield	Illinois	62704	(217) 210-3689
0298	Lori Johnson	7270 W. 191st St.	Tinley Park	Illinois	60477	(815) 469-4400
0283	Sean Kajcienski	700 N. Milwaukee Avenue, STE 138	Vernon Hills	Illinois	60061	(847) 367-1010
0169	Sean Kajcienski	211 Rice Lake Square	Wheaton	Illinois	60189	(630) 510-3689
0292	Michael Weiss	701 N. Milwaukee Avenue	Wheeling	Illinois	60090	(847) 537-9500
0286	Sean Kajcienski	3232 Lake Ave Unit 165	Wilmette	Illinois	60091	(847) 267-0101
0781	Bree Emsweller	10960 E US 36	Avon	Indiana	46123	(317) 271-9000
1177	Dennis Schattel	2652 E. 3rd Street	Bloomington	Indiana	47401	(812) 323-7727
0934	Tom Bradford	311 W. Northfield Drive	Brownsburg	Indiana	46112	(317) 852-0700
0518	Sherry Keene	4000 W. 106th St. Suite 155	Carmel	Indiana	46032	(317) 873-3909
1348	Julie Hull	1950 Greyhound Pass, #10	Carmel	Indiana	46033	(317) 816-0600
1197	Sean Kajcienski	1025 Veterans Parkway	Clarksville	Indiana	47129	(812) 725-1387
0890	Julie Hull	6501 E. Lloyd Expressway, Ste. 16	Evansville	Indiana	47715	(812) 436-3689
0879	Sherry Keene	11680 Commercial Dr., #300-400	Fishers	Indiana	46038	(317) 577-4400
0863	Dave Tokos	6409 W Jefferson Blvd	Fort Wayne	Indiana	46804	(260) 489-3689
1018	Dave Tokos	4302 Coldwater Road	Fort Wayne	Indiana	46805	(260) 423-2300
0869	Julie Hull	1001 N State Road 135, Ste. B8-B10	Greenwood	Indiana	46142	(317) 300-2300
1151	Scott Barnum	10343 Indianapolis Blvd., Ste. 107	Highland	Indiana	46322	(219) 922-0900
0649	Christopher Doll	8555 N. River Road, Ste. 140	Indianapolis	Indiana	46240	(317) 846-8300
0902	Sherry Keene	6815 S. Emerson Avenue	Indianapolis	Indiana	46237	(317) 782-1400
1146	Sherry Keene	6280 N. College Ave., Ste. 150	Indianapolis	Indiana	46220	(317) 253-5000
1119	Tom Bradford	3540 State Road 38 East, Ste. 709	Lafayette	Indiana	47905	(765) 448-3689
0995	Dave Tokos	6501 N. Grape Road, Ste. 1125	Mishawaka	Indiana	46545	(574) 272-3689
0630	Christopher Doll	17247 Mercantile Boulevard	Noblesville	Indiana	46060	(317) 770-4910
0648	Christopher Doll	14139 Town Center Blvd, Ste 750	Noblesville	Indiana	46060	(317) 776-2550
0880	Bree Emsweller	2683 E. Main St., Suite 111	Plainfield	Indiana	46168	(317) 839-6000
1314	Christopher Doll	4432 S US Highway 41, Suite 102	Terre Haute	Indiana	47802	(812) 233-3663

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1147	Lauren Zibble	300 Porter's Vale Blvd, Suite 110	Valparaiso	Indiana	46383	(219) 476-7474
0884	Tom Bradford	500 Sagamore Parkway W.	West Lafayette	Indiana	47906	(765) 807-5670
1374	Margaret Ortiz	110 North Ankeny Blvd, Suite 500	Ankeny	Iowa	50023	(515) 393-5500
0112	Mike Earp	12655 University Avenue, Suite 180	Clive	Iowa	50325	(515) 225-3689
0973	Margaret Ortiz	5302 Elmore Avenue	Davenport	Iowa	52807	(563) 355-5003
0979	Ravi Kapoor	1422 Twixt Town Rd	Marion	Iowa	52302	(319) 377-9900
0718	Amy Gilliland	4931 W 6th Street STE 110	Lawrence	Kansas	66049	(785) 841-2000
0266	James Mellon	4312 14 W. 119th	Leawood	Kansas	66209	(913) 491-4440
0433	Jennifer Meents	13224 W 87th St.	Lenexa	Kansas	66215	(913) 888-3689
0258	Amy Gilliland	14913 West 119th Street	Olathe	Kansas	66062	(913) 747-3689
0602	James Mellon	15032 S. Black Bob Road	Olathe	Kansas	66062	(913) 390-6400
0326	James Mellon	9095 Metcalf Ave	Overland Park	Kansas	66212	(913) 381-3689
0604	James Mellon	2130 SW Wanamaker Rd.	Topeka	Kansas	66614	(785) 228-3689
0719	Amy Gilliland	2441 N Maize Rd STE 1601	Wichita	Kansas	67205	(316) 722-9100
1032	Amy Gilliland	10096 E. 13th St., Ste. 126	Wichita	Kansas	67206	(316) 630-9400
0751	Ralph Simpson	4960 Houston Road, Suite E	Florence	Kentucky	41042	(859) 647-1777
0714	Piers Harvey	1908 Bryant Rd, Suite 140	Lexington	Kentucky	40509	(859) 258-2200
0978	Piers Harvey	116 Marketplace Drive, STE A	Lexington	Kentucky	40503	(859) 899-2300
0386	Sean Kajcienski	4600 Shelbyville Road, #208	Louisville	Kentucky	40207	(502) 895-2007
0387	Sean Kajcienski	3563 Springhurst Blvd., Ste. 29	Louisville	Kentucky	40241	(502) 425-0000
0388	Marcia Cotner	12911 Shelbyville Road, STE 109	Louisville	Kentucky	40243	(502) 253-2980
1227	Katherine (Kami) Luers	189 Pavilion Parkway	Newport	Kentucky	41071	(859) 261-3689
1289	Piers Harvey	630 Euclid Ave	Chevy Chase	Lexington	40502	(859) 281-1218
0378	Jeff Powdrill	2561 Citiplace Ct	Baton Rouge	Louisiana	70808	(225) 922-7000
0814	Jeff Powdrill	7940 Bluebonnet Blvd	Baton Rouge	Louisiana	70810	(225) 761-3689
1290	Jeff Powdrill	14650 Village Market Street	Baton Rouge	Louisiana	70817	(225) 754-4960
0989	Ray Harrigill	2800 Beene Blvd	Bossier City	Louisiana	71111	(318) 741-3722
0985	Ray Harrigill	1208 S. Clearview Pkwy.	Harahan	Louisiana	70123	(504) 737-3689

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0644	Natalie Smith	130 North College Road, STE B	Lafayette	Louisiana	70506	(337) 232-7040
0975	Natalie Smith	4243 Ambassador Caffrey Pkwy STE 106	Lafayette	Louisiana	70508	(337) 989-6900
0801	Natalie Smith	3471 E. Causeway Approach, STE 4	Mandeville	Louisiana	70448	(985) 626-6260
0366	Ray Harrigill	701 Metairie Road	Metairie	Louisiana	70005	(504) 832-0007
0971	Ray Harrigill	3131 Veterans Blvd., Ste. 102	Metairie	Louisiana	70002	(504) 833-1002
0988	Ray Harrigill	4429 Pecanland Mall Dr STE 5	Monroe	Louisiana	71203	(318) 651-9902
0809	Penny O'Krepki	5300 Tchoupitoulas St.	New Orleans	Louisiana	70115	(504) 891-8980
0986	Ray Harrigill	7523 Youree Drive	Shreveport	Louisiana	71105	(318) 797-3722
1178	Ray Harrigill	126 Town Center Pkwy	Slidell	Louisiana	70458	(985) 781-7900
0725	Malcolm Williams	343 Gorham Road	South Portland	Maine	04106	(207) 772-7770
0812	Thai Nguyen	2327 B Forest Dr	Annapolis	Maryland	21401	(410) 224-4184
1132	Mary Harp	727 W. 40th Street, Suite 108	Baltimore	Maryland	21211	(410) 387-2555
0581	Thai Nguyen	591 Baltimore Pike	Bel Air	Maryland	21014	(410) 420-7770
0657	Thai Nguyen	10260 Baltimore Ave, STE L	College Park	Maryland	20740	(301) 313-0555
0505	Andrea Mial	6630 Marie Curie Drive, Suite J	Elkridge	Maryland	21075	(443) 661-3689
1122	Andrea Mial	10039 Baltimore National Pike	Ellicott City	Maryland	21042	(410) 313-8600
0577	Joseph Szablewski	7820 Wormans Mill Rd, STE G	Frederick	Maryland	21701	(240) 397-2333
0516	Joseph Szablewski	127 Crown Park Ave	Gaithersburg	Maryland	20878	(301) 519-3689
0896	Sean Kajcienski	1404 S Main Chapel Way STE 110	Gambrills	Maryland	21054	(410) 451-3689
0500	Chris Brandolini	20950 Frederick Rd.	Germantown	Maryland	20876	(301) 972-5599
1320	David Chalk	7927 Ritchie Hwy	Glen Burnie	Maryland	21061	(410) 691-8181
1276	Michelle Donahue	12814 Shank Farm Way Suite D	Hagerstown	Maryland	21742	(240) 513-6981
1224	Andrea Mial	7645 Arundel Mills Blvd #40	Hanover	Maryland	21076	(410) 799-2002
0868	Thai Nguyen	9300 Woodmore Towne Centre STE 501	Lanham	Maryland	20706	(301) 364-3400
1125	Thai Nguyen	14720 Baltimore Ave STE 103	Laurel	Maryland	20707	(301) 497-9977
1249	Nancy Boone	140 Englar Rd., Suite 21	Maryland	Maryland	21157	(410) 848-8400
1250	David Galloway	5247 Campbell Blvd.	Nottingham	Maryland	21236	(410) 933-0308
1246	Joseph Szablewski	11001 Manklin Creek Rd, Bldg D, Unit 4	Ocean Pines	Maryland	21811	(410) 387-2698

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1322	Tyrone Stephenson	10130 Reisterstown Rd	Owings Mills	Maryland	21117	(443) 546-9902
0673	Danette Mertz	12266 Rockville Pike STE Q	Rockville	Maryland	20852	(240) 221-0078
0952	Joseph Szablewski	2657 N. Salisbury Blvd., Ste. 105	Salisbury	Maryland	21801	(410) 677-3689
0580	Thai Nguyen	145 Ritchie Highway North	Severna Park	Maryland	21146	(410) 544-3800
1328	Wendy Muhammad	955 Wayne Avenue	Silver Spring	Maryland	20910	(301) 264-5154
1325	Bess Burnett	3511 John Simmons Road	South Frederick	Maryland	21704	(301) 321-3689
0526	David Galloway	1810 York Road, Ste. D-F	Timonium	Maryland	21093	(410) 387-4600
0806	Sean Kajcienski	3031 Festival Way	Waldorf	Maryland	20601	(301) 645-6697
0715	Marc Cannon	1398 Massachusetts Ave	Arlington	Massachusetts	02476	(781) 641-3689
0716	Marc Cannon	211 Berkeley Street	Boston	Massachusetts	02116	(857) 239-1111
1023	Richard Silva	400 Franklin Street	Brainstree	Massachusetts	02184	(781) 380-3689
0831	Richard Silva	1309 Belmont Street	Brockton	Massachusetts	02301	(508) 580-3689
0861	Eric Yu	481 Harvard Street	Brookline	Massachusetts	02446	(617) 277-5600
1364	Elise Pashigian	3 Wayside Road	Burlington	Massachusetts	01803	(781) 270-5555
0826	Elise Pashigian	750 Memorial Drive	Cambridge	Massachusetts	02139	(617) 234-0007
0930	Erwan de Naurois	100 Independence Way	Danvers	Massachusetts	01923	(978) 777-7002
0438	Richard Silva	820 Providence Highway South	Dedham	Massachusetts	02026	(781) 329-2777
1156	Paul Louko	405 Franklin Drive	Franklin	Massachusetts	02038	(508) 541-3689
1089	Vandana Patel	1070 Iyannough Road, Unit 50	Hyannis	Massachusetts	02601	(508) 790-3689
0853	Ajay Misra	672 Fellsway	Medford	Massachusetts	02155	(781) 391-9111
0849	Elise Pashigian	70 Pleasant Valley St	Methuen	Massachusetts	01844	(978) 685-1077
1268	Frank Russo	1250 S. Washington Street	North Attleboro	Massachusetts	02760	(508) 699-3689
1187	Elise Pashigian	199 Boston Rd Suite 14	North Billerica	Massachusetts	01862	(978) 663-3689
1294	Susan Bambury	271 Main Street	North Reading	Massachusetts	01864	(978) 207-7222
0437	Richard Silva	10 Washington Street	Norwell	Massachusetts	02061	(781) 792-0077
0847	Richard Silva	70 Quincy Avenue	Quincy	Massachusetts	02169	(617) 479-3689
0815	Ajay Misra	358 Broadway	Saugus	Massachusetts	01906	(339) 600-9000
1236	Tia Yezzi	193 Boston Turnpike Rd., Suite 3110	Shrewsbury	Massachusetts	01545	(508) 749-5900
0717	Marc Cannon	1030 Main Street, Ste. 13	Waltham	Massachusetts	24510	(918) 528-2700

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1095	Mark Sarrazin	935 Riverdale Street, #G100	West Springfield	Massachusetts	01089	(413) 736-3689
1026	Ajay Misra	18 Lyman Street	Westborough	Massachusetts	01581	(508) 836-3689
1166	Sean Kajcienski	3143 Ann Arbor-Saline Road, Suite C	Ann Arbor	Michigan	48103	(734) 373-5258
1118	Orest Iwasiuk	34256 Woodward Ave.	Birmingham	Michigan	48009	(248) 593-9903
1306	Sean Kajcienski	42791 Ford Road	Canton	Michigan	48187	(734) 928-2133
0652	Sean Kajcienski	30825 Orchard Lake Road, Suite B-130	Farmington Hills	Michigan	48324	(248) 851-3689
0910	Rachel Dombroski	4530 Ivanrest Ave.	Grandville	Michigan	49418	(616) 530-9500
0949	Josh Shields	17909 Haggerty Road	Northville	Michigan	48167	(248) 662-0396
0461	Sean Kajcienski	322 N. Adams	Rochester Hills	Michigan	48309	(248) 652-2368
1255	Orest Iwasiuk	835 E Big Beaver Rd.	Troy	Michigan	48083	(248) 528-3689
1101	Sean Kajcienski	18768 West Road	Woodhaven	Michigan	48183	(734) 676-6500
0129	Mike Drum	10450 Baltimore Street NE	Blaine	Minnesota	55449	(763) 780-3689
0098	Mike Drum	7949 Southtown Center	Bloomington	Minnesota	55431	(952) 463-1000
0475	Mike Drum	12580 Riverdale Boulevard Suite 103	Coon Rapids	Minnesota	55448	(763) 235-9000
1425	James George	3360 Central Park Village Drive	Eagan	Minnesota	55121	(651) 600-3550
0535	James George	11995 Singletree Lane	Eden Prairie	Minnesota	55344	(952) 641-1200
0358	Scot Ziessman	7101 France Ave South	Edina	Minnesota	55435	(952) 955-8228
1058	Kevin Seeger	7704 B Olsen Memorial Highway	Golden Valley	Minnesota	55427	(763) 543-1000
0357	Mike Drum	8091 Wedgewood Lane North	Maple Grove	Minnesota	55369	(763) 425-1777
0476	Mike Drum	3254 West Lake Street	Minneapolis	Minnesota	55416	(612) 455-9000
1229	James George	321 S Washington Ave	Minneapolis	Minnesota	55415	(612) 332-3689
0534	James George	13185 Ridgedale Drive	Minnetonka	Minnesota	55305	(952) 955-8484
0536	James George	4754 Hwy 101 STE E4	Minnetonka	Minnesota	55345	(952) 380-1100
0099	David Denniston	3225 Vicksburg Lane North Suite D	Plymouth	Minnesota	55447	(763) 550-1600
0634	James George	2550 South Broadway	Rochester	Minnesota	55904	(507) 289-3689
0483	James George	14165 James Road	Rogers	Minnesota	55374	(763) 428-3605
0698	Mike Drum	2480 Fairview Ave, STE 120	Roseville	Minnesota	55113	(651) 636-4020
0467	James George	14119 Highway 13 S	Savage	Minnesota	55378	(952) 440-4411
0680	Scot Ziessman	2714 W. Division Street	St. Cloud	Minnesota	56301	(320) 252-4400

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0738	James George	2140 Ford Parkway	St. Paul	Minnesota	55116	(651) 699-4522
0277	Scot Ziessman	5901 Norwich Avenue North	Stillwater	Minnesota	55082	(651) 430-0300
0051	Scot Ziessman	925 East County Road E East, Suite 160	Vadnais Heights	Minnesota	55127	(651) 203-1015
0047	Mike Drum	572 Commons Drive, Suite 400	Woodbury	Minnesota	55125	(651) 203-9988
0987	Ray Harrigill	3920 Promenade Parkway, Suite H	Diberville	Mississippi	39540	(228) 396-1900
0835	Ray Harrigill	149 Market Street	Flowood	Mississippi	39232	(601) 709-3689
1172	Ray Harrigill	15256 Crossroads Pkwy.	Gulfport	Mississippi	39503	(228) 539-3393
0837	Ray Harrigill	6169 US Highway 98, Ste. 40	Hattiesburg	Mississippi	39402	(601) 261-1116
0836	Ray Harrigill	1220 Northside Drive	Jackson	Mississippi	39211	(601) 709-4300
0984	Ray Harrigill	111 Colony Crossing Way	Madison	Mississippi	39110	(601) 856-8686
0064	Michael Klearman	1694 Clarkson Road	Chesterfield	Missouri	63017	(636) 532-7733
0046	David Lovell	8251 Maryland Ave	Clayton	Missouri	63105	(314) 333-3368
0126	Pat Quinn	2703 E. Broadway, Suite 131	Columbia	Missouri	65201	(573) 446-3689
0057	Mark Figert	6085 Mid Rivers Mall Dr	Cottleville	Missouri	63304	(636) 442-5999
0062	Mark Figert	12528 H Olive Blvd	Creve Coeur	Missouri	63141	(314) 744-7779
0050	Kevin Fields	12123 Manchester Rd	Des Peres	Missouri	63131	(314) 965-7779
0463	James Mellon	6240 N Chatham Ave	Kansas City	Missouri	64151	(816) 505-3689
0603	James Mellon	4626 J.C. Nichols Parkway	Kansas City	Missouri	64112	(816) 994-3689
1335	Jennifer Meents	1748 Northwest Chipman Rd	Lees Summit	Missouri	64081	(816) 524-5118
0027	Kevin Fields	14523A Manchester Rd	Manchester	Missouri	63011	(636) 227-7711
0056	David Lovell	1811 Maplewood Commons	Maplewood	Missouri	63143	(314) 646-8484
0063	Don Wenkel	5656 Telegraph Road	Oakville	Missouri	63129	(314) 375-1100
0116	Aubrey Betz	3062 Winghaven Blvd	O'Fallon	Missouri	63368	(636) 300-9988
0220	John Loftin	2155 West Republic Road	Springfield	Missouri	65807	(417) 887-3689
0796	John Loftin	1425 E. Battlefield, Unit A	Springfield	Missouri	65804	(417) 889-3689
1345	David Lovell	9739 Manchester Rd.	St. Louis	Missouri	63119	(314) 292-5040
0118	Bruce Conner	3880 Lindbergh Blvd Suite 301	Sunset Hills	Missouri	63127	(314) 849-5100
0291	Michael Klearman	2424 Taylor Rd	Wildwood	Missouri	63040	(636) 821-2999
1162	Joseph Szablewski	1595 Grand Ave Suite 215	Billings	Montana	59102	(406) 256-9000

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1116	Joseph Szablewski	935 SW Higgins	Missoula	Montana	59803	(406) 721-9000
1112	Sheila Eriksen	3604 Twin Creek Dr., Ste. 105	Bellevue	Nebraska	68123	(402) 291-3000
0413	Sheila Eriksen	12746 Westport Parkway	La Vista	Nebraska	68138	(402) 933-3689
1114	Dean Coddington	6005 O Street STE F	Lincoln	Nebraska	68510	(402) 489-0007
0054	Sheila Eriksen	16902 Wright Plaza STE 175	Omaha	Nebraska	68130	(402) 898-3689
0187	Kurt Rames	3525 North 147th Street, Suite 206	Omaha	Nebraska	68116	(402) 991-0711
0493	Kurt Rames	1303 S. 72nd Street	Omaha	Nebraska	68124	(402) 551-3689
0032	Mario Hawkins	711 Marks Street, Ste. A	Henderson	Nevada	89014	(702) 454-3689
0175	Mike Drum	10845 S Eastern Ave, STE 100	Henderson	Nevada	89052	(702) 309-3689
0822	Mario Hawkins	1000 North Green Valley Pkwy, Ste 700	Henderson	Nevada	89074	(702) 563-3689
0948	Mario Hawkins	358 W Lake Mead Parkway, STE 100	Henderson	Nevada	89015	(702) 588-6934
1019	Mario Hawkins	3520 St. Rose Parkway, Suite 103	Henderson	Nevada	89052	(702) 966-0454
0163	Mario Hawkins	6475 N. Decatur Boulevard, #160	Las Vegas	Nevada	89131	(702) 836-3689
0227	Mike Drum	9484 West Flamingo Road, Suite 150	Las Vegas	Nevada	89147	(702) 368-3689
0228	Mike Drum	4280 Blue Diamond Road, Suite 101	Las Vegas	Nevada	89139	(702) 851-3689
0245	Franchesta Hammonds	7140 N. Durango Drive #140	Las Vegas	Nevada	89149	(702) 839-9997
0246	Franchesta Hammonds	5643 Centennial Center Blvd, STE 135	Las Vegas	Nevada	89149	(702) 228-3689
0323	Mario Hawkins	7175 West Lake Mead Blvd Suite 174	Las Vegas	Nevada	89128	(702) 567-3689
0523	Mario Hawkins	8950 W. Charleston Boulevard, Suite 7	Las Vegas	Nevada	89117	(702) 212-3689
0756	Barry Houghtalen	6870 S Rainbow Blvd STE 122	Las Vegas	Nevada	89118	(702) 436-3689
0364	Jeff Pennell	6795 S. Virginia Street Suite A	Reno	Nevada	89511	(775) 853-8399
0382	Jeff Pennell	5110 MaeAnne Avenue	Reno	Nevada	89523	(775) 825-3689
0365	Jeff Pennell	155 Disc Drive	Sparks	Nevada	89436	(775) 857-3689
0782	Elise Pashigian	375 South Willow Street	Manchester	New Hampshire	03103	(603) 622-2400
0827	Elise Pashigian	310 Daniel Webster Highway	Nashua	New Hampshire	03060	(603) 598-4400

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0932	DiPali Patel	211 Lefante Way	Bayonne	New Jersey	07002	(201) 243-1777
0955	Anne Christensen	402-404 Springfield Ave.	Berkeley Heights	New Jersey	07922	(908) 464-0070
0687	Scott Demeritt	3150 Route 22 W, Ste 6	Branchburg	New Jersey	08876	(908) 704-0404
0993	Eric Pallop	682 Route 70	Brick	New Jersey	08723	(732) 920-3100
0865	Joseph Szablewski	957 Haddonfield Rd, Ste 3B	Cherry Hill	New Jersey	08002	(856) 665-3800
0233	DiPali Patel	145 Route 206 South	Chester	New Jersey	07930	(908) 879-4200
0273	Gerald Bleth	852 Route 3 West	Clifton	New Jersey	07012	(973) 340-3689
0263	Sol Glastein	51 Vervalen Street	Closter	New Jersey	07624	(201) 784-3333
0230	Greg Robertson	314 Rt. 18	East Brunswick	New Jersey	08816	(732) 238-4444
1378	DiPali Patel	100 Route 17 North	East Rutherford	New Jersey	07073	(201) 728-9460
0280	Colleen Crooker	725 River Rd	Edgewater	New Jersey	07020	(201) 941-2424
0287	DiPali Patel	126 Route 9 North	English Town	New Jersey	07726	(732) 972-9800
1194	Mirelis Alvarez	2150 Promenade Blvd	Fair Lawn	New Jersey	07410	(201) 794-2000
0622	Greg Robertson	100 Reaville Ave	Flemington	New Jersey	08822	(908) 782-2223
0052	DiPali Patel	184 Columbia Turnpike	Florham Park	New Jersey	07932	(973) 822-2300
0219	Eric Pallop	57 Village Center Drive	Freehold	New Jersey	07728	(732) 845-3300
0101	DiPali Patel	518 North Avenue	Garwood	New Jersey	07027	(908) 233-4442
0682	Greg Robertson	30 Falcon Rd	Hillsborough	New Jersey	08844	(908) 281-7995
0650	Mirelis Alvarez	1170 Maxwell Lane	Hoboken	New Jersey	07030	(201) 253-1000
0128	DiPali Patel	2101 Route 35	Holmdel	New Jersey	07733	(732) 796-1000
1376	DiPali Patel	389 Washington Street	Jersey City	New Jersey	07302	(201) 427-7997
0192	Greg Robertson	3373 Brunswick Pike #55	Lawrenceville	New Jersey	08648	(609) 750-0140
0484	Joseph Szablewski	153 Route 73 South	Marlton	New Jersey	08053	(856) 983-8333
1278	DiPali Patel	665 Middlesex Ave. Suite 115	Metuchen	New Jersey	08840	(732) 395-4791
0223	DiPali Patel	1711 State Route 10 East, Suite 15B	Morris Plains	New Jersey	07950	(973) 539-2900
0485	Joseph Szablewski	46A, Centerton Road, Unit I-1	Mount Laurel	New Jersey	08054	(856) 780-1078
0474	Dave Ellinwood	1119 US Route 46 East	Parsippany	New Jersey	07054	(973) 335-4900
1282	DiPali Patel	1344 Centennial Ave	Piscataway	New Jersey	08854	(732) 844-1010
0218	Carrie Neto	1300 State Route 17	Ramsey	New Jersey	07446	(201) 236-2550

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1008	Mirelis Alvarez	1041 Main Street	River Edge	New Jersey	07661	(201) 525-5550
0538	Carrie Neto	2100 Highway 35, #7	Sea Girt	New Jersey	08750	(732) 449-3689
0473	DiPali Patel	726 Morris Turnpike	Short Hills	New Jersey	07078	(973) 467-5700
0217	Thomas Walsh	210 Shrewsbury Plaza	Shrewsbury	New Jersey	07702	(732) 460-1919
1251	Joseph Szablewski	610 Cross Keys Rd Suite 303	Sicklerville	New Jersey	08081	(856) 740-3689
0722	Frank Luis	1325 US Rt. 206 STE 18	Skillman	New Jersey	08558	(609) 921-7000
0994	Eric Pallop	2 Route 37 West, STE G-4	Toms River	New Jersey	08753	(732) 341-3300
0079	DiPali Patel	285 Pompton Avenue	Verona	New Jersey	07044	(973) 571-1322
0264	Sol Glastein	26 Franklin Turnpike	Waldwick	New Jersey	07463	(201) 689-8400
0239	Greg Robertson	12 Mt Bethel Rd	Warren	New Jersey	07059	(908) 412-6200
0195	Gerald Bleth	22 Preakness Shopping Center	Wayne	New Jersey	07470	(973) 686-3689
0368	Jaime Rochman	286 Fairview Avenue	Westwood	New Jersey	07675	(201) 722-0055
0232	Rhiannon Bransford	5901 Wyoming Blvd. NE, Ste P3	Albuquerque	New Mexico	87109	(505) 242-3689
0335	Rhiannon Bransford	3601 Old Airport Rd NW Ste #F6	Albuquerque	New Mexico	87114	(505) 922-0202
0578	Rhiannon Bransford	6231 Riverside Plaza LN NW, Ste. B	Albuquerque	New Mexico	87120	(505) 890-7979
0694	Rhiannon Bransford	8850 Holly Ave, STE H	Albuquerque	New Mexico	87122	(505) 797-3689
1091	Paul Grindstaff	4917 E. Main Street, Ste. C	Farmington	New Mexico	87402	(505) 326-3689
0798	Jeff Pennell	2001 E Lohman Suite 103	Las Cruces	New Mexico	88011	(575) 525-3689
0616	Salina Palmerton	4229 Crestview Drive	Rio Rancho	New Mexico	87124	(505) 892-3689
0625	Rhiannon Bransford	3490 Zafarano Drive, STE A	Santa Fe	New Mexico	87507	(505) 471-3689
0946	Evelin Medina-Alayon	38-03 Bell Boulevard	Bayside	New York	11361	(718) 279-3689
0918	Jennifer Travis	737 Bedford Road	Bedford Hills	New York	10507	(914) 244-3689
0859	Vandana Patel	4375 Transit Road	Clarence	New York	14221	(716) 633-6300
0660	Elyse Pedersen	5001 Jericho Turnpike	Commack	New York	11725	(631) 499-3689
0916	Vandana Patel	4900 Transit Road, Ste. 300	Depew	New York	14043	(716) 656-2000
1393	Joseph Cheng	224 Airport Plaza Boulevard	Farmingdale	New York	11735	(631) 393-2995
1143	Vandana Patel	103 Towne Dr	Fayetteville	New York	13066	(315) 329-5070
0840	Joseph Szablewski	680 Stewart Avenue	Garden City	New York	11530	(516) 227-3689

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0927	Vandana Patel	2833 Ridge Road, West Bldg. 1, Unit 1C	Greece	New York	14626	(585) 613-7700
0917	Vandana Patel	3670 McKinley Parkway, Unit 5B	Hamburg	New York	14219	(716) 822-3689
1006	Elyse Pedersen	133 Alexander Avenue	Lake Grove	New York	11755	(631) 361-2929
1142	Vandana Patel	3873 State Route 31, Suite 135	Liverpool	New York	13090	(315) 652-6100
0776	Joseph Cheng	4906 Merrick Rd	Massapequa Park	New York	11762	(516) 799-3689
0762	Joseph Szablewski	1660 Merrick Road	Merrick	New York	11566	(516) 623-3689
0867	John Lundgren	1476 Union Turnpike, Space Q	New Hyde Park	New York	11040	(516) 673-4278
1049	Rita Ewing	525 West 42nd Street	New York	New York	10036	(212) 473-3689
1136	John Vatistas	312 East 23rd Street	New York	New York	10010	(212) 995-1999
0482	Joseph Szablewski	3153 Long Beach Road	Oceanside	New York	11572	(516) 255-1919
0788	Edward Malley	355 South Oyster Bay Road	Plainview	New York	11803	(516) 513-1334
1366	Joseph Szablewski	47 Main Street	Port Washington	New York	11050	(516) 767-6368
0817	Vandana Patel	3400 Monroe Avenue	Rochester	New York	14618	(585) 641-3689
0677	Joseph Szablewski	346 Route 25A, Suite #106	Rocky Point	New York	11778	(631) 821-3999
0919	Jennifer Travis	158 South Ridge Street	Rye Brook	New York	10573	(914) 417-6940
0807	Andrei Kisselev	777 White Plains Road	Scarsdale	New York	10583	(914) 902-9200
1027	Vandana Patel	410 Balltown Rd	Schenectady	New York	12304	(518) 370-3689
1028	Vandana Patel	10 Vista Boulevard	Slingerlands	New York	12159	(518) 478-0900
0690	Joseph Szablewski	280 Marsh Avenue	Staten Island	New York	10314	(718) 477-2800
0915	Vandana Patel	1154 Niagara Falls Boulevard	Tonawanda	New York	14150	(716) 566-1000
1140	Philip Proetto	344 East 63rd Street	Upper Eastside-Sutton Place	New York	10065	(212) 840-3689
0926	Vandana Patel	7553 Common Blvd.	Victor	New York	14564	(585) 223-3689
0925	Vandana Patel	900 Holt Road, Bldg. 1, Unit 3	Webster	New York	14580	(585) 872-6772
0439	Mike Drum	1473 Beaver Creek Commons Dr	Apex	North Carolina	27502	(919) 303-3689
0894	Scott Orlinski	1863 Hendersonville Road STE 100	Asheville	North Carolina	28803	(828) 210-1100
0895	Scott Orlinski	354 Merrimon Ave STE 10	Asheville	North Carolina	28801	(828) 333-4400
0964	Steve Green	1469 University Drive	Burlington	North Carolina	27215	(336) 278-9000
0479	Mike Drum	1385 Kildaire Farm Road	Cary	North Carolina	27511	(919) 467-5400

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0569	Mike Drum	1800 E Franklin St	Chapel Hill	North Carolina	27514	(919) 442-0500
0066	James Fitzsimmons	1730 East Woodlawn Road	Charlotte	North Carolina	28209	(704) 525-4800
0166	Torsten Schermer	14835 Ballantyne Village Way, Ste. 160	Charlotte	North Carolina	28277	(704) 369-5220
0167	Torsten Schermer	9905 Sandy Rock Place, Suites B & D	Charlotte	North Carolina	28277	(704) 541-2600
0168	Torsten Schermer	8020 Providence Road Suite 100	Charlotte	North Carolina	28277	(704) 749-5000
0356	Mike Drum	12840 Walker Branch Dr., Ste 300	Charlotte	North Carolina	28273	(704) 588-8885
0404	Christian Roedlich	2008 E. Arbor Drive, Ste 310	Charlotte	North Carolina	28262	(704) 717-3010
0423	James Fitzsimmons	2907 Providence Road	Charlotte	North Carolina	28211	(704) 970-4444
0570	Mike Drum	9733 Northlake Centre Pkw, Suite A-1	Charlotte	North Carolina	28216	(704) 596-7800
0494	Mike Drum	6004 Bayfield Parkway	Concord	North Carolina	28027	(704) 721-0170
0414	David Holzworth	8202 Renaissance Parkway Unit 111	Durham	North Carolina	27713	(919) 493-3689
0767	Mike Drum	737 Ninth Street, Ste. 240	Durham	North Carolina	27705	(919) 667-0808
0496	Steve Green	2043 Skibo Rd	Fayetteville	North Carolina	28314	(910) 864-1500
1414	Steve Green	4251 Ramsey St #102	Fayetteville	North Carolina	28311	(910) 557-9500
0889	James Fitzsimmons	2290 E. Franklin Blvd.	Gastonia	North Carolina	28054	(704) 867-2290
0073	James Fitzsimmons	2619 Lawndale Drive	Greensboro	North Carolina	27408	(336) 286-1308
1303	Kelvin Farmer	205 SE Greenville Blvd	Greenville	North Carolina	27858	(252) 756-3182
0966	Christian Roedlich	2262 Hwy 70 SE	Hickory	North Carolina	28602	(828) 322-7001
0074	James Fitzsimmons	1589 Skeet Club Rd., Ste. #137	High Point	North Carolina	27265	(336) 882-3689
0794	Richard Bell	177 Grand Hill Place	Holly Springs	North Carolina	27540	(919) 577-1500
0409	Mike Drum	16933 Kaufinger Street, STE 110 & 120	Huntersville	North Carolina	28078	(704) 896-8881
1381	Tanha Patel	6431 Old Monroe Rd, Suites E & F	Indian Trail	North Carolina	28079	(704) 980-0240
1013	Kelvin Farmer	3494 Western Blvd.	Jacksonville	North Carolina	28546	(252) 509-0799
0888	Torsten Schermer	2233 Matthews Township Pkw, Ste H-1	Matthews	North Carolina	28105	(704) 846-3689
0469	Christian Roedlich	591 J River Highway	Mooresville	North Carolina	28117	(704) 664-3090
0768	Mike Drum	1001 Market Center Dr STE 30	Morrisville	North Carolina	27560	(919) 469-3689
0447	David Holzworth	8201 Brier Creek Parkway, STE 105	Raleigh	North Carolina	27617	(919) 806-3689
0548	Richard Bell	3201 Edwards Mill Road, Ste. 143-145	Raleigh	North Carolina	27612	(919) 787-1114
0567	Mike Drum	8357 Creedmoor Road	Raleigh	North Carolina	27613	(919) 847-8220

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0568	David Holzworth	9660 Falls of the Neuse Road, STE 156	Raleigh	North Carolina	27615	(919) 847-3633
0737	Mike Drum	1028 Oberlin Road, STE 222	Raleigh	North Carolina	27605	(919) 838-5060
0749	David Holzworth	141 Park at North Hills St., STE 104	Raleigh	North Carolina	27609	(919) 398-6499
1012	Kelvin Farmer	10564 US Hwy 15-501	Southern Pines	North Carolina	28387	(910) 693-1001
1182	Nancy Fierro	12610 Capital Blvd STE 104	Wake Forest	North Carolina	27587	(919) 569-3689
0519	Beverly Fox	8139 Kensington Drive, STE C-D	Waxhaw	North Carolina	28173	(704) 243-1111
0643	James Fitzsimmons	964 Inspiration Drive	Wilmington	North Carolina	28405	(910) 256-1211
0729	James Fitzsimmons	5541 Carolina Beach Rd STE 130	Wilmington	North Carolina	28412	(910) 794-5252
0547	Mike Drum	1271 Creekshire Way	Winston-Salem	North Carolina	27103	(336) 774-9994
0750	Mike Drum	3350 Robinhood Rd.	Winston-Salem	North Carolina	27106	(336) 774-8777
0947	Kevin Seeger	2424 13th Avenue South	Fargo	North Dakota	58103	(701) 239-9000
0753	Sean Kajcienski	35825 Detroit Road, Ste. 105	Avon	Ohio	44011	(440) 937-0877
0490	Chris Dale	2101 Richmond Road	Beachwood	Ohio	44122	(216) 593-0140
1002	Sean Kajcienski	2750 N. Fairfeld Rd.	Beavercreek	Ohio	45431	(937) 431-5000
0401	Sean Kajcienski	4470 Everhard Rd	Canton	Ohio	44718	(330) 526-0444
0183	Francis Victa	7825 Kenwood Rd	Cincinnati	Ohio	45236	(513) 793-3689
0733	Francis Victa	3774 Paxton Avenue	Cincinnati	Ohio	45209	(513) 533-3689
0967	Sean Kajcienski	4450 Eastgate Blvd., Ste. 245	Cincinnati	Ohio	45245	(513) 753-3689
1011	Sean Kajcienski	3650 Stone Creek Bvld. Ste. 100	Cincinnati	Ohio	45251	(513) 245-1111
0452	Chad Warner	767 Bethel Road	Columbus	Ohio	43214	(614) 326-3689
0587	Sean Kajcienski	15 Greene Blvd STE C	Dayton	Ohio	45440	(937) 458-0056
0224	Rick Weiner	357 West Bridge Street	Dublin	Ohio	43017	(614) 792-3689
0491	Chris Dale	3265 W. Market Street	Fairlawn	Ohio	44333	(330) 867-3689
0159	Chad Warner	1319 Stoneridge Dr	Gahanna	Ohio	43230	(614) 476-3689
0858	Jonathan Turner	775 Yard Street	Grandview Heights	Ohio	43212	(614) 484-6860
0958	Rick Weiner	5907 Hoover Road	Grove City	Ohio	43123	(614) 871-3689
0651	Sean Kajcienski	3417 Princeton Road, STE 127	Hamilton	Ohio	45011	(513) 868-3689
0586	Jonathan Turner	3965 Trueman Blvd	Hilliard	Ohio	43026	(614) 771-6860
1200	Rick Weiner	6497 Pullman Dr.	Lewis Center	Ohio	43035	(740) 657-1200

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1355	Kevin Flynn	650 E Aurora Road Unit B	Macedonia	Ohio	44056	(330) 748-0151
0566	Sean Kajcienski	5525 Deerfield Boulevard	Mason	Ohio	45040	(513) 770-0190
0653	Sean Kajcienski	2100 Oak Street, Ste 400	Maumee	Ohio	43537	(419) 458-7570
0754	Sean Kajcienski	9666 Mentor Avenue	Mentor	Ohio	44060	(440) 352-6666
0944	Sean Kajcienski	9536 Springboro Pike	Miamisburg	Ohio	45342	(937) 424-5888
0907	Chad Warner	1686 Hill Road North	Pickerington	Ohio	43147	(614) 863-3689
0384	Rick Weiner	4028 Powell Road	Powell	Ohio	43065	(614) 734-3689
0400	Sean Kajcienski	6 Southpark Center	Strongsville	Ohio	44136	(440) 878-0500
0654	Sean Kajcienski	3305 West Central Ave	Toledo	Ohio	43606	(419) 535-3689
0877	Sean Kajcienski	7639 Voice of America Center Drive	West Chester Township	Ohio	45069	(513) 779-7444
0588	Chad Warner	668 N. State Street	Westerville	Ohio	43082	(614) 818-3689
0642	Sean Kajcienski	30307 Detroit Road	Westlake	Ohio	44145	(440) 808-8000
0746	Garret Steggs	13801 North Penn, Suite C	Oklahoma City	Oklahoma	73134	(405) 418-4393
0747	Garret Steggs	10700 S. Penn, Suite 23	Oklahoma City	Oklahoma	73170	(405) 237-3345
0748	Philip Powell	9455 N. Owasso Expressway, Ste. G	Owasso	Oklahoma	74055	(918) 274-3689
0990	Patrick Strickland	1339 East 41st Street	Tulsa	Oklahoma	74105	(918) 747-2700
1179	Patrick Strickland	8115 South Olympia Avenue West	Tulsa	Oklahoma	74132	(918) 794-3588
0972	Patrick Strickland	8125 E. 101st St, Suite 50	Tulsa	Oklahoma	74133	(918) 528-2700
0014	Laszlo Szalvay	2680 SW Cedar Hills Blvd	Beaverton	Oregon	97005	(503) 726-3689
0367	Laszlo Szalvay	9895 SE Sunny Side Road, Suite K	Clackamas	Oregon	97015	(503) 653-0400
0355	Laszlo Szalvay	6395 Keizer Station Blvd #103	Keizer	Oregon	97303	(503) 589-1597
0661	Laszlo Szalvay	9732 SE Washington St. Suite B	Portland	Oregon	97216	(503) 935-5550
0360	Laszlo Szalvay	16078 SW Tualatin-Sherwood Road	Sherwood	Oregon	97140	(503) 625-0100
0914	Melissa Purin	1898 Catasauqua Road, Unit 2	Allentown	Pennsylvania	18109	(610) 231-3689
0823	Patrick Carothers	5223 Library Road	Bethel Park	Pennsylvania	15102	(412) 854-3689
0752	Sean Kajcienski	161 Market Street, Suite 3	Collegeville	Pennsylvania	19426	(610) 409-2525
0177	Jonathan Flagg	1694 Route 228 Suite 108	Cranberry Township	Pennsylvania	16066	(724) 772-3689

Location Number	Franchisee	Location Address	City	State	Zip Code	Location Phone
1221	Yvonne Lopata	2070 Interchange Rd	Erie	Pennsylvania	16565	(814) 866-3689
1036	Dennis O'Neil	282 Main Street, Suite K1	Exton	Pennsylvania	19341	(610) 280-7600
1202	Chris Baratz	5375 William Flynn Hwy	Gibsonia	Pennsylvania	15044	(724) 443-3689
1239	Chris Baratz	1420 Greengate Center Cir	Greensburg	Pennsylvania	15601	(724) 832-8383
0543	Sean Kajcienski	1647 The Fairway	Jenkintown	Pennsylvania	19046	(215) 887-0100
1107	Joseph Szablewski	1327 E. Lincoln Hwy	Levittown	Pennsylvania	19056	(267) 460-3689
0773	Dawn Albert	4120 Washington Road, #130	McMurray	Pennsylvania	15317	(724) 942-0600
1198	Chris Baratz	4124 William Penn Highway	Monroeville	Pennsylvania	15146	(412) 856-2001
0778	Sean Kajcienski	1460 Bethlehem Pike, Suite 300	North Wales	Pennsylvania	19454	(267) 708-1090
0391	Christopher Miller	5836 Forbes Avenue	Pittsburgh	Pennsylvania	15217	(412) 420-5188
0866	Ingar Lesheim	1910 Settlers Ridge Center Dr, Ste. 1910	Pittsburgh	Pennsylvania	15205	(412) 446-2000
1016	Chris Baratz	791 Providence Blvd	Pittsburgh	Pennsylvania	15237	(412) 366-6000
1161	Dawn Albert	680 Washington Road	Pittsburgh	Pennsylvania	15228	(412) 531-1100
1284	Patrick Carothers	595 Clairton Blvd	Pittsburgh	Pennsylvania	15236	(412) 655-9700
1120	Joseph Szablewski	718 Woodland Rd	Reading	Pennsylvania	19610	(484) 926-2730
1001	Joseph Szablewski	498 2nd Street Pike	Southampton	Pennsylvania	18966	(215) 355-3689
1037	Dennis O'Neil	1001 Baltimore Pike, STE 3	Springfield	Pennsylvania	19064	(610) 544-2020
0685	Sean Kajcienski	1603 Main Street, Bldg 11, STE 1102B	Warrington	Pennsylvania	18976	(215) 343-3688
1454	Dennis O'Neil	283 East Swedesford Road	Wayne	Pennsylvania	19087	(484) 584-4997
1164	Randy Baker	1500 Village Run Road	Wexford	Pennsylvania	15090	(724) 934-3689
0783	Michael D'Amara	1000 Chapel View Blvd STE 146	Cranston	Rhode Island	02920	(401) 275-4900
0851	Michael D'Amara	1000 Division St	East Greenwich	Rhode Island	02818	(401) 336-2900
1181	Frank Russo	5 Catamore Blvd	East Providence	Rhode Island	02914	(401) 438-1181
1208	Michael D'Amara	618 George Washington Hwy., Bldg C	Lincoln	Rhode Island	02865	(401) 334-3689
1209	Michael D'Amara	229 Waterman Street	Providence	Rhode Island	02906	(401) 455-3689
1213	Terri Goldenberg	330 Robert Smalls Pkwy	Beaufort	South Carolina	29906	(843) 470-1254
0813	Terri Goldenberg	1019 Fording Island Rd STE 102G	Bluffton	South Carolina	29910	(843) 837-3689
0769	Mike Drum	975 Savannah Hwy	Charleston	South Carolina	29407	(843) 766-5660

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0692	Andrew Martinez	4710 Forest Drive	Columbia	South Carolina	29206	(803) 790-9000
0800	Andrew Martinez	144 Harbison Boulevard	Columbia	South Carolina	29212	(803) 227-4444
0852	Dwayne Harper	630-3 Promenade Place	Columbia	South Carolina	29229	(803) 788-8811
1004	Allen Meglin	229 Rolling Hills Circle	Easley	South Carolina	29640	(864) 850-3689
0597	Donald Taylor	101 Verdae Boulevard, STE 900	Greenville	South Carolina	29607	(864) 675-1155
0598	Donald Taylor	3714 Pelham Road	Greenville	South Carolina	29615	(864) 288-1150
1288	Donald Taylor	120 North Laurens Street, Suite 100	Greenville	South Carolina	29601	(864) 520-1111
0856	Dwayne Harper	205 Columbia Ave.	Lexington	South Carolina	29072	(803) 951-3689
0255	Mike Hughes	1948 Long Grove Drive, Suite 4	Mount Pleasant	South Carolina	29464	(843) 849-7377
1273	Mike Hughes	903 Houston Northcutt Blvd	Mt Pleasant	South Carolina	29464	(843) 216-3689
0780	Steve Green	980 Cipriana Dr., Unit A-2	Myrtle Beach	South Carolina	29572	(843) 213-4050
0784	Steve Green	181 Brookton Circle, Unit 5	Myrtle Beach	South Carolina	29588	(843) 293-3689
1323	Steve Green	1236 Highway 17N., Suite C3	Myrtle Beach	South Carolina	29582	(843) 420-1910
0887	Steve Green	636 Crown Pointe Lane	Rock Hill	South Carolina	29730	(803) 412-3313
0696	Andrew Martinez	355 Harrison Bridge Rd	Simpsonville	South Carolina	29680	(864) 688-3689
0695	Andrew Martinez	117 East Blackstock Road	Spartanburg	South Carolina	29301	(864) 576-2555
0517	Mike Drum	404B Azalea Square Blvd	Summerville	South Carolina	29483	(843) 871-6300
1174	Catherine Lee	9500 Dorchester Rd., Ste. 314	Summerville	South Carolina	29485	(843) 832-2112
1363	Michael Oster	1147 Eglin St,, Suite 200	Rapid City	South Dakota	57701	(605) 415-4480
0883	Michael Oster	4821 S. Louise Avenue	Sioux Falls	South Dakota	57106	(605) 275-6555
1126	Michael Oster	704 S. Highline Place	Sioux Falls	South Dakota	57110	(605) 274-2595
1145	Mike Drum	258 Hamilton Crossing Dr Ste B	Alcoa	Tennessee	37701	(865) 983-9828
0464	Joseph Szablewski	8024 Highway 100, STE 2B	Bellevue	Tennessee	37221	(615) 662-3689
0373	Hunter Shelden	1731-A Mallory Lane	Brentwood	Tennessee	37027	(615) 309-7575
0615	Steve Cram	330 Franklin Rd, STE 120A	Brentwood	Tennessee	37027	(615) 690-3689
0844	Dave Goodyear	2100 Hamilton Place Blvd STE 208	Chattanooga	Tennessee	37421	(423) 855-8686
0864	Douglas Helms	345 Frazier, Suite 108	Chattanooga	Tennessee	37405	(423) 757-2900
1093	Darrell Evans	1767 Madison Street, Suite B102	Clarksville	Tennessee	37043	(931) 221-0616
1158	Valencia Daniels	1780 Tiny Town Rd	Clarksville	Tennessee	37042	(931) 552-0383

Location Number	Franchisee	Location Address	City	State	Zip Code	Location Phone
0120	Antonio Frye	4610 Merchants Park Circle, Suite 511	Collierville	Tennessee	38017	(901) 854-8255
1054	Antonio Frye	2362 N Germantown Parkway	Cordova	Tennessee	38016	(901) 372-3689
0802	Ron Nichols	11669 Parkside Drive	Farragut	Tennessee	37934	(865) 218-3689
0775	Antonio Frye	7820 Poplar Avenue, Ste. 4-6	Germantown	Tennessee	38138	(901) 312-5382
0608	Patrick Strickland	1050 Glenbrook Way # 200	Hendersonville	Tennessee	37075	(615) 822-7636
1180	Dave Goodyear	5591 Highway 153,	Hixson	Tennessee	37343	(423) 877-3000
0689	Ron Nichols	5508 Kingston Pike	Knoxville	Tennessee	37919	(865) 330-2322
1099	Mike Drum	9450 S. Northshore Dr., Ste. 112	Knoxville	Tennessee	37922	(865) 531-9966
0209	Antonio Frye	1680 Union Ave Suite 111	Memphis	Tennessee	38104	(901) 276-1011
0893	Patrick Strickland	401 S. Mt. Juliet Road, #240	Mt. Juliet	Tennessee	37122	(615) 773-0772
0665	Patrick Strickland	2615 Medical Center Parkway, STE 1760	Murfreesboro	Tennessee	37129	(615) 907-4888
0185	Steve Cram	2002 Richard Jones Rd., Ste. A-101	Nashville	Tennessee	37215	(615) 964-6500
1092	Hunter Shelden	2304 Elliston Place	Nashville	Tennessee	37203	(615) 316-7700
1097	Joseph Szablewski	73 White Bridge Rd., Ste. 121	Nashville	Tennessee	37205	(615) 354-5500
1113	Ron Nichols	627 Emory Rd.	Powell	Tennessee	37849	(865) 947-3689
0740	Jeff Pennell	5225 Belt Line Road STE 250	Addison	Texas	75254	(972) 388-5500
1041	Jeff Pennell	6484 N. New Braunfels	Alamo Heights	Texas	78209	(210) 826-3689
0070	Koran Winters	816 W McDermott Dr., Suite 340	Allen	Texas	75013	(972) 747-7511
0212	Neeraj Jindal	3900 Arlington Highlands Blvd, STE 125	Arlington	Texas	76018	(817) 465-3456
1382	Koran Winters	1805 N. Collins St	Arlington	Texas	76011	(817) 402-3232
0144	Koran Winters	9600 Escarpment Blvd. Suite 860	Austin	Texas	78749	(512) 288-3689
0145	Koran Winters	14005 North US Hwy 183 Suite 200	Austin	Texas	78717	(512) 335-3689
0390	Koran Winters	507 Pressler Street	Austin	Texas	78703	(512) 346-3689
0421	Jeff Pennell	5770 North Mopac Expressway STE 300	Austin	Texas	78731	(512) 735-2000
1406	Jeff Pennell	3201 Bee Cave Road, Suite 156	Austin	Texas	78746	(512) 306-0777
1408	Jeff Pennell	10515 N. Mopac Expressway, Suite 210	Austin	Texas	78759	(512) 834-3689
1410	Jeff Pennell	9500 South IH 35, Suite L500	Austin	Texas	78748	(512) 381-9500
1449	Marcel Fadi	8824 N SH 146	Baytown	Texas	77523	(281) 317-2818

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1242	Jeff Pennell	3970 Dowlen Rd.	Beaumont	Texas	77706	(409) 892-3689
1409	Jeff Pennell	12921 Shops Parkway, Suite 101	Bee Cave	Texas	78738	(512) 263-1515
0275	Jeff Pennell	1012 W. Hebron Parkway, Ste. 300	Carrollton	Texas	75010	(972) 939-6868
1076	Jeff Pennell	305 W FM 1382, Ste. 110	Cedar Hill	Texas	75104	(469) 272-3689
1412	Jeff Pennell	1335 East Whitestone Blvd, Suite E-300	Cedar Park	Texas	78613	(512) 337-0000
0107	Jeff Pennell	243 FM 2094, Ste Q	Clear Lake Shores	Texas	77565	(281) 535-3689
0238	Ted Thorne	4444 S Highway 6	College Station	Texas	77845	(979) 690-5344
0200	Jeff Pennell	5615 Colleyville Blvd., Ste 470	Colleyville	Texas	76034	(817) 427-3689
0961	Mack Miller	1140 N. FM 3083, Ste. 900	Conroe	Texas	77304	(936) 539-3689
0039	Peter Nguyen	120 S Denton Tap Rd STE 303	Coppell	Texas	75019	(972) 956-5999
0594	Koran Winters	4451 FM 2181, STE 130	Corinth	Texas	76210	(940) 497-5777
0933	Jeff Pennell	5425 South Padre Island Dr, #165	Corpus Christi	Texas	78411	(361) 992-3689
0157	Ron Guthrie	25626 Northwest Freeway, Ste 900	Cypress	Texas	77429	(832) 220-1900
0037	Jeff Pennell	5500 Greenville Ave., Ste. #201	Dallas	Texas	75206	(214) 575-3689
0135	Jeff Pennell	7529 Campbell	Dallas	Texas	75248	(972) 818-3689
0211	Neeraj Jindal	3699 McKinney Avenue, Suite 104	Dallas	Texas	75204	(214) 522-2727
0345	Koran Winters	11930 Preston Rd., #150	Dallas	Texas	75230	(972) 361-0270
0684	Koran Winters	9440 Garland Road, Suite 174	Dallas	Texas	75218	(972) 993-3333
1317	Jeff Pennell	2515 West University Dr., Suite 1023	Denton	Texas	76201	(817) 803-6655
0627	Jeff Pennell	1886 Joe Battle Blvd.	El Paso	Texas	79936	(915) 855-3689
0628	Jeff Pennell	7500 North Mesa St, Ste 207	El Paso	Texas	79912	(915) 585-3689
1087	Jeff Pennell	8889 Gateway Blvd West, Ste. 500	El Paso	Texas	79925	(915) 590-3689
1270	Jeff Pennell	2901 Rio Grande Blvd. STE 100	Euless	Texas	76039	(817) 545-3689
0067	Thai Nguyen	2500 Cross Timbers Rd.	Flower Mound	Texas	75028	(972) 899-3610
0210	Neeraj Jindal	3000 S. Hulen Suite 153	Fort Worth	Texas	76109	(817) 732-7200
0446	Neeraj Jindal	3100 Texas Sage Trail	Fort Worth	Texas	76177	(817) 337-7300
1072	Neeraj Jindal	2600 W. 7th Street	Fort Worth	Texas	76107	(817) 334-0070
0061	Koran Winters	3685 Preston Rd., Suite 159	Frisco	Texas	75034	(972) 370-3689
0546	Brendan McBratney	5105 Eldorado Parkway, Ste 100	Frisco	Texas	75033	(214) 619-4801

Location Number	Franchisee	Location Address	City	State	Zip Code	Location Phone
1073	Neeraj Jindal	5636 N. Tarrant Pkwy., #116	Ft. Worth	Texas	76244	(817) 281-7200
0208	Jeff Pennell	4430 Lavon Drive STE 310	Garland	Texas	75040	(972) 675-3689
0619	Wendy Danner	5232 South State Hwy 360, Suite 610	Grand Prairie	Texas	75052	(817) 303-3689
1291	Quincy Butler	300 East Central Texas Expressway	Harker Heights	Texas	76548	(254) 781-4550
0040	Ron Guthrie	19720 Katy Freeway	Houston	Texas	77094	(281) 579-9223
0044	Joseph Szablewski	6915 FM 1960 West, Suite H1	Houston	Texas	77069	(281) 469-3689
0049	Thai Nguyen	5885 San Felipe St, Suite 475	Houston	Texas	77057	(713) 627-3689
0093	Sanjay Jain	14008 C Memorial	Houston	Texas	77079	(281) 558-4900
0106	Ron Guthrie	7039 Highway 6 North	Houston	Texas	77095	(832) 593-6800
0184	Sanjay Jain	5162 Buffalo Speedway	Houston	Texas	77005	(713) 664-3689
0260	Joseph Szablewski	190 Meyerland Plaza	Houston	Texas	77096	(281) 220-6000
0350	Sanjay Jain	9758 Katy Freeway STE 700	Houston	Texas	77055	(713) 457-3689
0618	Thai Nguyen	1210 W 43rd STE 200	Houston	Texas	77018	(713) 686-3689
1307	Jeff Pennell	100 S. Oakridge Drive, #140	Hudson Oaks	Texas	76087	(817) 550-1665
0274	Thai Nguyen	19250 W. Lake Houston Parkway Suite A	Humble	Texas	77346	(281) 852-0808
0497	Jeff Pennell	975 W John Carpenter Fwy, STE 112	Irving	Texas	75039	(972) 556-0777
0009	Thai Nguyen	9550 Spring Green Blvd STE 420	Katy	Texas	77494	(281) 392-3689
0117	Thai Nguyen	23730 Westheimer Parkway Suite L	Katy	Texas	77494	(281) 347-3689
1223	Brett Gunn	1708 Spring Green Blvd, Ste 140	Katy	Texas	77494	(832) 437-1074
0132	Thai Nguyen	724-B Kingwood Drive	Kingwood	Texas	77339	(281) 312-6377
1321	Jeff Pennell	5401 S FM 1626	Kyle	Texas	78640	(512) 273-3689
0460	William Laurence	2925 Gulf Freeway South Suite E	League City	Texas	77573	(281) 337-1052
1256	Jeff Powdrill	3088 N. Eastman Rd.	Longview	Texas	75605	(903) 663-2600
0495	Todd Bains	4414 82nd St, STE 109	Lubbock	Texas	79424	(806) 687-3689
0617	Thai Nguyen	6531 FM 1488, STE 309	Magnolia	Texas	77354	(281) 766-1350
1081	Wendy Danner	1497 US Hwy 287	Mansfield	Texas	76063	(817) 453-3689
0791	Paul Grindstaff	5800 North 10th Street	McAllen	Texas	78504	(956) 686-0853
0201	Koran Winters	2890 Craig Dr. Suite #120	McKinney	Texas	75070	(214) 544-3689

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0203	Koran Winters	8950 State Highway 121 Suite 340	McKinney	Texas	75070	(214) 644-0967
1024	Jeff Pennell	1765 N. Town East Blvd., Ste. 155	Mesquite	Texas	75150	(972) 681-0101
0626	Todd Bains	3208 N Loop 250 W STE 900	Midland	Texas	79707	(432) 550-3689
0025	Joseph Szablewski	5201 Hwy 6 South, Ste. 100	Missouri City	Texas	77459	(281) 208-4445
1258	Mack Miller	20212 Eva Street, Suite 250	Montgomery	Texas	77356	(936) 207-2007
0344	Cindy Gulledge	223 E Farm Road 544 Suite 801	Murphy	Texas	75094	(972) 354-8888
0531	Jeff Pennell	1667 State Highway 46 West, STE 415	New Braunfels	Texas	78132	(830) 625-3689
0557	Jeff Pennell	5774 Fairmont Parkway	Pasadena	Texas	77505	(281) 998-3689
0069	Thai Nguyen	2754 Smith Ranch Road, Suite 106	Pearland	Texas	77584	(713) 436-8860
1259	Thai Nguyen	2682 Pearland Parkway Ste. 100	Pearland	Texas	77581	(281) 997-3689
0087	Jeff Pennell	1900 Preston Road, Ste. 201	Plano	Texas	75093	(972) 964-0600
0343	Cindy Gulledge	6101 Avenue K, Ste 160	Plano	Texas	75074	(972) 516-8888
1338	Michael Gamble	750 Richland Blvd	Prosper	Texas	75078	(469) 904-6988
1265	Jeff Pennell	1415 E. Renner Rd Suite 210	Richardson	Texas	75082	(972) 982-2895
1455	Marcel Fadi	10237 W Grand Parkway South	Richmond	Texas	77407	(346) 762-1700
0164	Thai Nguyen	2951 Ridge Rd STE 101	Rockwall	Texas	75032	(972) 722-9595
1411	Jeff Pennell	201 University Oaks Blvd, Suite 1240	Round Rock	Texas	78665	(512) 735-2900
0205	Jeff Pennell	4301 Lakeview Parkway Ste 600	Rowlett	Texas	75088	(972) 463-0101
0142	Barbara Kane	19178 Blanco Road Suite 101	San Antonio	Texas	78258	(210) 490-3689
0202	Jeff Pennell	11398 Bandera Road Suite 301	San Antonio	Texas	78250	(210) 682-3689
0481	Jeff Pennell	8211 Highway 151, STE 105	San Antonio	Texas	78245	(210) 933-3689
0710	Jeff Pennell	5511 W Loop 1604 N STE 106	San Antonio	Texas	78253	(210) 558-8800
0530	Greggory Singhaus	17460 IH 35 Ste. 460	Schertz	Texas	78154	(210) 447-3689
0092	Neeraj Jindal	100 North Kimball, #108	Southlake	Texas	76092	(817) 421-6727
0445	Neeraj Jindal	250 Randol Mills Avenue, STE 300	Southlake	Texas	76092	(817) 562-4433
0059	Brett Gunn	10807 Kuykendahl Rd., Suite 400	Spring	Texas	77382	(281) 465-9596
0124	Brett Gunn	9595 Six Pines Drive Suite 1430	Spring	Texas	77380	(281) 466-4645
0131	Brett Gunn	8707 Spring Cypress Rd., Suite D	Spring	Texas	77379	(281) 379-3535
0681	Jeff Pennell	2211 Rayford Road, suite 115	Spring	Texas	77386	(281) 292-8878

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0354	Dinh Lam	19760 Southwest Freeway	Sugarland	Texas	77479	(281) 633-9500
1340	Jeff Pennell	3166 S 31st St	Temple	Texas	76502	(254) 935-2055
1077	Jeff Pennell	24230 Kuykendahl Rd. Ste. 220	Tomball	Texas	77375	(281) 516-0077
1196	Mack Miller	14257 FM 2920 Rd. Ste. 125	Tomball	Texas	77377	(281) 255-5000
1218	Craig Meunier	8950 S. Broadway Ave., Suite 104	Tyler	Texas	75703	(903) 509-3689
1260	Jeff Pennell	2812 W. Loop 340, STE H6	Waco	Texas	76711	(254) 662-3689
1311	Paul Grindstaff	1620 N U.S. Highway 77, Suite 300	Waxahachie	Texas	75165	(469) 296-3689
0041	Thai Nguyen	943 W. Bay Area Blvd	Webster	Texas	77598	(281) 332-0808
1245	Paul Grindstaff	2905 Garnett Ave	Wichita Falls	Texas	76308	(940) 767-3689
0136	Larissa Jones	356 North 750 West Suite D-5	American Fork	Utah	84003	(801) 763-1351
0149	Mike Drum	24 South 500 West, Ste B	Bountiful	Utah	84010	(801) 295-0290
0060	Mike Drum	219 E 12300 South, STE 16	Draper City	Utah	84020	(801) 495-4280
1417	Lisa Maze	134 N. Station Parkway	Farmington	Utah	84025	(385) 988-6406
0190	Lee Song	519 Ring Road	Layton	Utah	84041	(801) 336-3330
0083	Joseph Szablewski	6352 South State Street	Murray	Utah	84107	(801) 281-3689
0945	Mike Drum	1068 S. 750 East	Orem	Utah	84097	(801) 616-4444
0440	Joseph Szablewski	1476 Newpark Blvd STE 70	Park City	Utah	84098	(435) 658-3322
1217	Kim Gunlock	4097 Riverdale Rd	Riverdale	Utah	84405	(801) 399-5400
0150	Mike Drum	655 East 400 South, Suite B	Salt Lake City	Utah	84102	(801) 433-5333
0186	Mike Drum	2236 South 1300 East	Salt Lake City	Utah	84106	(801) 484-0223
0065	Mike Drum	1838 E. 9400 S	Sandy	Utah	84093	(801) 545-9111
0407	Mike Drum	11553 S Parkway Plaza Drive	South Jordan	Utah	84095	(801) 253-5330
0213	Joseph Szablewski	1091 N. Bluff Suite 304	St. George	Utah	84770	(435) 628-9049
0214	Joseph Szablewski	2376 Redcliffs Drive, #305	St. George	Utah	84790	(435) 627-6960
0308	Sandy Tenney	6884 South Redwood	West Jordan	Utah	84084	(801) 495-4490
0779	Erwan de Naurois	2141 Essex Road	Williston	Vermont	05495	(802) 879-0888
0561	Henry Kim	6465 Old Beulah St	Alexandria	Virginia	22315	(703) 719-7721
0571	Henry Kim	4539 Duke Street	Alexandria	Virginia	22304	(703) 461-3689
0501	Sean Kajcienski	1180 N Garfield St	Arlington	Virginia	22201	(571) 483-3333

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0572	Danette Mertz	3600 South Glebe Road #120	Arlington	Virginia	22202	(703) 414-0808
0562	Henry Kim	5747-B Burke Centre Parkway	Burke	Virginia	22015	(703) 239-0224
0693	Sean Kajcienski	420 Twentyninth Place Court	Charlottesville	Virginia	22901	(434) 977-3689
0579	Mike Drum	235 East Hanbury Rd, Ste 4	Chesapeake	Virginia	23322	(757) 546-7373
0420	Sean Kajcienski	22000 Dulles Retail Plaza, Suite 162	Dulles	Virginia	20166	(703) 230-3689
1139	Michael Fitzgerald	24570 Dulles Landing Dr, Suite 160	Dulles	Virginia	20166	(703) 327-4432
0647	Sean Kajcienski	4100 Fortuna Center Plaza	Dumfries	Virginia	22025	(703) 670-3689
0551	Michael Fitzgerald	12999 Fair Lakes Cr	Fairfax	Virginia	22033	(703) 322-9797
0563	Henry Kim	7395 H Lee Hwy	Falls Church	Virginia	22042	(703) 226-8999
0113	Sean Kajcienski	1927 Carl D. Silver Parkway	Fredericksburg	Virginia	22401	(540) 548-0747
0549	Michael Fitzgerald	5123 Wellington Rd	Gainesville	Virginia	20155	(703) 753-6024
0359	Sean Kajcienski	4346 Pouncey Tract Road	Glen Allen	Virginia	23060	(804) 612-0540
1450	John Preston	10114 Brook Rd	Glen Allen	Virginia	23059	(804) 456-4111
1201	Mark Banach	1220 Merchant Ln. Ste. C-110	Hampton	Virginia	23666	(757) 825-8300
0552	Michael Fitzgerald	2557 John Milton Drive	Herndon	Virginia	20171	(703) 391-0123
0573	Danette Mertz	2219 Old Bridge Road	Lake Ridge	Virginia	22192	(703) 497-5567
0553	Sean Kajcienski	1612 Village Market Blvd, STE 100	Leesburg	Virginia	20176	(571) 209-3689
1129	Kathleen Washburn	3901 Old Forest Rd., Bldg. G., Ste. 704	Lynchburg	Virginia	24501	(434) 385-8600
0870	Sean Kajcienski	10073 Market Circle	Manassas	Virginia	20110	(703) 396-8111
1138	Sean Kajcienski	7236 Bell Creek Rd., Ste. B	Mechanicsville	Virginia	23111	(804) 746-1100
0560	Sean Kajcienski	5201 Commonwealth Centre Parkway	Midlothian	Virginia	23112	(804) 744-8440
0872	Mark Banach	12080 Jefferson Ave. STE 210	Newport News	Virginia	23606	(757) 881-9188
0550	Michael Fitzgerald	1412 North Point Village Center	Reston	Virginia	20194	(703) 689-2600
0610	Sean Kajcienski	1601 Willow Lawn Dr STE 304E	Richmond	Virginia	23230	(804) 440-0004
1130	Kathleen Washburn	2037 Colonial Ave. SW	Roanoke	Virginia	24015	(540) 343-9600
1305	Sean Kajcienski	8428 Old Keene Mill Rd	Springfield	Virginia	22152	(703) 789-9099
1040	Sean Kajcienski	325 Garrisonville Rd., Ste. 101	Stafford	Virginia	22554	(540) 658-9999
0761	Mike Drum	7386 Harbour Towne Parkway STE 25	Suffolk	Virginia	23435	(757) 638-9888
0938	Henry Kim	126-A Branch Road	Vienna	Virginia	22180	(703) 319-3689

Location Number	Franchisee	Location Address	City	State	Zip Code	Location Phone
0456	Sean Kajcienski	3352 Princess Anne Road, STE 915	Virginia Beach	Virginia	23456	(757) 689-4959
0609	Sean Kajcienski	4000 Virginia Beach Blvd STE 160	Virginia Beach	Virginia	23452	(757) 463-3689
1296	Sean Kajcienski	539 Hilltop Plaza	Virginia Beach	Virginia	23454	(757) 422-0004
0871	Mark Banach	5107 Main Street	Williamsburg	Virginia	23188	(757) 565-2800
1299	Christopher Ganoe	2638 S Pleasant Valley Rd	Winchester	Virginia	22601	(540) 401-0011
1228	Eva Powell	15201 Potomac Town Place Ste 130	Woodbridge	Virginia	22191	(703) 672-3689
0016	Rick Davis	14339 NE 20th Street, Ste. G	Bellevue	Washington	98007	(425) 614-3689
0018	Cathy Nelson	15100 Southeast 38th Street, #306	Bellevue	Washington	98006	(425) 957-7979
0528	Michelle Cate	27115 185th Ave SE #107	Covington	Washington	98042	(253) 236-1111
0422	Edna Christianson	15 SW Everett Mall Way STE K	Everett	Washington	98204	(425) 353-5000
0081	Rick Davis	1409 S. 348th St., Ste. D-102	Federal Way	Washington	98003	(253) 517-0888
0667	Joseph Szablewski	4641 Pt Fosdick Dr NW, STE 300	Gig Harbor	Washington	98335	(253) 853-4555
0702	Michelle Cate	735 NW Gilman Boulevard	Issaquah	Washington	98027	(425) 391-4455
1148	Joseph Szablewski	924 N Columbia Center Blvd. STE 100	Kennewick	Washington	99336	(509) 736-5444
0703	Donna Senatore	2701 184th St., SW, Ste. 122-C	Lynnwood	Washington	98037	(425) 409-5300
0088	Rick Davis	15111 Main Street, Suite A-102	Mill Creek	Washington	98012	(425) 341-2200
0468	Ashley Smith	2505 4th Avenue West, Suite 101	Olympia	Washington	98502	(360) 705-3689
0053	Michelle Cate	4423 S. Meridian, Suite A-711	Puyallup	Washington	98373	(253) 841-0808
1050	Phillip Kriss	5602 176th Street, Ste. G102/103	Puyallup	Washington	98375	(253) 847-7646
0015	Rick Davis	17214 Redmond Way	Redmond	Washington	98052	(425) 558-9399
1152	Michelle Cate	4 West Crockett Street	Seattle	Washington	98119	(206) 283-1199
0161	Lillian Anderson	20124 Ballinger Way N.E. Suite A-02	Shoreline	Washington	98155	(206) 366-1111
0668	Joseph Szablewski	3036 NW Bucklin Hill Road	Silverdale	Washington	98383	(360) 698-0311
0512	Joseph Szablewski	920 East Hoerner, STE 100	Spokane	Washington	99218	(509) 465-3689
1086	Joseph Szablewski	2203 E 29th Ave	Spokane	Washington	99203	(509) 394-4440
0089	Rick Davis	4502 S Steele Street	Tacoma	Washington	98409	(253) 471-2588
0256	Joseph Szablewski	8802 NE 5th Avenue	Vancouver	Washington	98665	(360) 718-8144
0257	Joseph Szablewski	322 SE 192nd Avenue, Suite 110	Vancouver	Washington	98683	(360) 883-3689
0026	Louise Markham	14213 NE Woodinville-Duvall Rd	Woodinville	Washington	98072	(425) 368-0800

Location Number	Franchisee	Location Address	City	State	Zip Code	Location Phone
1206	Geoffrey Cousins	950 Lauren Christian Drive	Barboursville	West Virginia	25504	(304) 410-0900
1128	Geoffrey Cousins	5707 MacCorkle Ave. SE, Ste. 370	Charleston	West Virginia	25304	(304) 925-3689
1222	Chris Baratz	343 Patteson Drive	Morgantown	West Virginia	26505	(304) 291-3200
1137	Will Rauckman	3085 Meadowlark Lane	Altoona	Wisconsin	54720	(715) 598-8125
1015	Sean Kajcienski	3201 E. Calumet Street	Appleton	Wisconsin	54915	(920) 731-5300
0478	John Gawronski	19115 W Capitol Drive #104	Brookfield	Wisconsin	53045	(262) 786-5060
0629	Terry White	17125-A W. Bluemound Road	Brookfield	Wisconsin	53005	(262) 641-5777
0109	Ginger Hartman	2920 Golf Road	Delafield	Wisconsin	53018	(262) 646-6369
1014	Sean Kajcienski	1241 Lombardi Access Road, Ste. G	Green Bay	Wisconsin	54304	(920) 405-9200
0720	Terry White	7985 West Layton Avenue	Greenfield	Wisconsin	53220	(414) 325-3689
0708	Sean Kajcienski	4624 East Washington Avenue	Madison	Wisconsin	53704	(608) 663-9300
0664	Terry White	10960 N. Port Washington Rd.	Mequon	Wisconsin	53092	(262) 241-3689
1170	Sean Kajcienski	8301 Murphy Drive Ste.200	Middleton	Wisconsin	53562	(608) 833-9500
1357	Chad George	9160A 76th St.	Pleasant Prairie	Wisconsin	53158	(262) 289-3689

B. Contact Information for Former Franchisees (Left System During 2022 Fiscal Year)

The names, city and state and business (or, if unknown, home) telephone numbers of every franchisee who ceased to do business under the franchise agreement or had an outlet terminated, canceled, not renewed within the last fiscal year, or who has not communicated with the franchisor within 10 weeks of the application date, including transfers, are:

Former Franchisee	City	State	Telephone Number
Melodi Morrisette	Alabaster	AL	(205) 542-5717
*Richard Norton	Auburn	AL	(251) 269-2952
**John Choi	Chico	CA	(916) 802-5554
Artem Gavrilov	Morgan Hill	CA	(408) 636-8248
Paul Lee	Napa	CA	(916) 791-3120
Kate Yi man Chan	San Jose	CA	(415) 309-5099
*William Fine	Coral Springs	FL	(443) 463-6815
**Mike Kern	Jupiter	FL	(954) 734-0115
Daniel Villalobos	North Palm Beach	FL	(786) 449-4444
Paul Royak	Wesley Chapel	FL	(813) 340-5532
*Kathy Welch	Kennesaw	GA	(770) 841-5831
*Pamela Eaton	Boise	ID	(208) 447-7358
*Matt Pate	Noblesville	IN	(765) 438-3890
Ronald Garffie	Lenexa	KS	(816) 916-6363
*Tim Gallagher	Hyannis	MA	(203) 918-6038
Scott Loev	Gaithersburg	MD	(856) 261-1799
Rod MacIntyre	Canton	MI	(586) 899-5340
Michael Umbro	Sea Girt	NJ	(732) 513-3227
Steven Meyer	Sicklerville	NJ	(267) 246-5763
Lauren D'Amico	Bayside	NY	(917) 623-6848
*Chris Elders	Garden City	NY	(516) 767-6368
Eric Minkow	Merrick	NY	(201) 323-8621
Hope McNeilly	Monroe	NY	(203) 451-6641

Former Franchisee	City	State	Telephone Number
Jacqueline Elders	Port Washington	NY	(917) 968-2723
*Brian Quinn	Canton	OH	(440) 352-6666
Paula Martin	Reading	PA	(570) 449-6111
Christine Winkelvoss	Wayne	PA	(215) 514-4583
*Samantha Caitlin Daly	Charleston	SC	(843) 813-4484
*Robert Gray	Alcoa	TN	(713) 249-8365
*Chris Taylor	Bellevue	TN	(615) 438-1043
Gitanjali Hiranandani	Austin	TX	(512) 762-0474
*Kirk Risha	Austin	TX	(512) 554-2467
*Tina Michels	Cedar Hill	TX	(479) 790-3510
Michelle Smith	Dallas	TX	(817) 614-2630
*Roger Gulledge	Plano	TX	(325) 998-2500
Eureka Patton	Richmond	TX	(713) 205-7975
*Bob Higgins	Spring	TX	(713) 858-5055
Lyle Matthis	Waxahachie	TX	(214) 354-8849
Nancy Allen	Olympia	WA	(360) 339-0227
Jennifer Stitzel	Seattle	WA	(206) 294-3039
Marvin Adriano	Seattle	WA	(425) 442-6076
Todd Young	Seattle	WA	(206) 601-6157

***Indicates former franchisees that operated multiple units**
****Indicates former franchisees that remain regional developers**

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

EXHIBIT D
LIST OF STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

[*See Attached*]

STATE AGENCIES/AGENTS
FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. We may not yet be registered to sell franchises in any or all of these states.

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

There also may be additional agents appointed in some of the states listed.

CALIFORNIA

Commissioner of the Department
of Financial Protection and Innovation:
Toll Free: 1 (866) 275-2677

Los Angeles

Suite 750
320 West 4th Street
Los Angeles, California 90013-2344
(213) 576-7500

Sacramento

2101 Arena Boulevard
Sacramento, California 95834
(916) 445-7205

San Diego

1350 Front Street, Rm. 2034
San Diego, California 92101-3697
(619) 525-4233

San Francisco

One Sansome Street, Suite 600
San Francisco, California 94105-2980
(415) 972-8565

HAWAII

(for service of process)

Commissioner of Securities
Department of Commerce
and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

(for other matters)

Commissioner of Securities
Department of Commerce
and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 205
Honolulu, Hawaii 96813
(808) 586-2722

ILLINOIS

Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

INDIANA

(for service of process)

Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6531

(state agency)

Indiana Secretary of State
Securities Division
Room E-111
302 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6681

MARYLAND

(for service of process)

Maryland Securities Commissioner
at the Office of Attorney General-
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

(state agency)

Office of the Attorney General-
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

MICHIGAN

Michigan Attorney General's Office
Consumer Protection Division
Attn: Franchise Section
G. Mennen Williams Building, 1st Floor
525 West Ottawa Street
Lansing, Michigan 48933
(517) 335-7567

MINNESOTA

Commissioner of Commerce
Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
(651) 539-1500

NEW YORK

(for service of process)

Attention: New York Secretary of State
New York Department of State
One Commerce Plaza,
99 Washington Avenue, 6th Floor
Albany, New York 12231-0001
(518) 473-2492

(Administrator)

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, New York 10005
(212) 416-8236 (Phone)

NORTH DAKOTA

(for service of process)

Securities Commissioner
North Dakota Securities Department
600 East Boulevard Avenue, Suite 414
Bismarck, North Dakota 58505
(701) 328-4712

(state agency)

North Dakota Securities Department
600 East Boulevard Avenue, Suite 414
Bismarck, North Dakota 58505
(701) 328-2910

OREGON

Oregon Division of Financial Regulation
350 Winter Street NE, Suite 410
Salem, Oregon 97301
(503) 378-4140

RHODE ISLAND

Securities Division
Department of Business Regulations
1511 Pontiac Avenue
John O. Pastore Complex-Building 69-1
Cranston, Rhode Island 02920
(401) 462-9500

SOUTH DAKOTA

Division of Insurance
Securities Regulation
124 S. Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

VIRGINIA

(for service of process)

Clerk, State Corporation Commission
1300 East Main Street
First Floor
Richmond, Virginia 23219
(804) 371-9733

(for other matters)

State Corporation Commission
Division of Securities and Retail Franchising
Tyler Building, 9th Floor
1300 East Main Street
Richmond, Virginia 23219
(804) 371-9051

WASHINGTON

(for service of process)

Director Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, Washington 98501
(360) 902-8760

(for other matters)

Department of Financial Institutions
Securities Division
P. O. Box 9033
Olympia, Washington 98501-9033
(360) 902-8760

WISCONSIN

(for service of process)

Administrator, Division of Securities
Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-2139

(state administrator)

Division of Securities
Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-9555

EXHIBIT E
OPERATIONS MANUAL TABLE OF CONTENTS

[*See Attached*]

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*Please note this Table of Contents is organized in Sections based on various topics or categories you may encounter in operating your business. Please note that the Section headings are just a guide and are designed to provide you with easy reference by topic or category. Some System Standards might appear in multiple Sections and some System Standards might not be included under Section headings for which they may be relevant based on some circumstances. It is your responsibility to understand and comply with all mandatory System Standards at all times.

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EXHIBIT F
STATE-SPECIFIC ADDITIONAL DISCLOSURES

[*See Attached*]

ADDITIONAL DISCLOSURES FOR THE
MULTI-STATE FRANCHISE DISCLOSURE DOCUMENT OF
ME SPE FRANCHISING, LLC

No Waiver or Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

> No statement, questionnaire, or acknowledgment signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
STATE OF CALIFORNIA

1. THE FOLLOWING PARAGRAPH IS ADDED AT THE END OF ITEM 1 OF THIS DISCLOSURE DOCUMENT:

> Licensing and/or registration is required in certain jurisdictions and/or municipalities in California. As of the date of this Disclosure Document, we know of no state licensing requirements.

2. THE FOLLOWING PARAGRAPH IS ADDED AT THE END OF ITEM 3 OF THIS DISCLOSURE DOCUMENT:

> Except as disclosed above, neither we nor any person or franchise broker identified in Item 2 of this Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, 15 U.S.C.A. Section 78a et seq., suspending or expelling such person from membership in that association or exchange.

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

4. SECTION 31125 OF THE FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE THE YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR EXISTING FRANCHISE.

5. OUR WEBSITE, www.massageenvy.com, HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THE WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

6. THE FOLLOWING PARAGRAPHS ARE ADDED AT THE END OF ITEM 17 OF THIS DISCLOSURE DOCUMENT:

> The Franchise Agreement requires you to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of certain of your rights under the Franchise Investment Law (California Corporations Code Section 31000-31516). Business and Professions Code Section 20010 voids a waiver of certain of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000-20043).
>
> California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or nonrenewal of a franchise. If

the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

The Franchise Agreement requires binding arbitration. The arbitration will occur at a location in the county where our then-current principal place of business is located (currently in Maricopa County, Arizona), with the costs initially being borne by the party filing the arbitration. 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 restricting venue to a forum outside the State of California.

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

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

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

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
STATE OF ILLINOIS

A. You must sign a general release if you renew or transfer your franchise. The Illinois Franchise Disclosure Act (the "Act") requires that releases must comply with provisions of the Act.

B. Section 4 of the Illinois Franchise Disclosure Act, and Rule Section 200.608 of the Rules and Regulations require that governing law, jurisdiction and venue shall be the State of Illinois. However, all mediation and arbitration proceedings shall be held in the county in which our then current principal place of business is located in accordance with Section 17.G and 17.H of the franchise agreement.

C. Items 17(g), Summary, of both tables of the Disclosure Document is revised as follows:

You have 3 days to cure health, safety, or sanitation law violations or failure to operate safely; and 30 days to cure monetary defaults, operational defaults, attachments of property, appointment of receiver and other defaults not listed in (h) below.

D. We will comply with Section 705/41 of the Illinois Franchise Disclosure Act, which states "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. This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to provisions of Title 9 of the United States Code."

E. On September 27, 2018, MEF and the Attorney General of the State of Illinois entered into an Assurance of Voluntary Compliance in which Massage Envy Franchising, LLC agreed to comply with

Section 2 of the Illinois Consumer Fraud Act, which requires that all Illinois franchisees to do the following: (i) take certain steps before and after hiring a massage therapist, (ii) to require all Illinois franchisees to take certain steps upon receipt of a complaint about inappropriate sexual conduct, (iii) to inform all Illinois franchisees regarding the existence and key terms of the Assurance of Voluntary Compliance, (iv) to perform or cause to be performed annual audits of Illinois franchisee files to verify that massage therapists files contain the requisite information, and (v) make an audit summary report available for inspection to the Illinois Attorney General's Office two times a year upon request. MEF also made a voluntary payment of $30,000 to the Attorney General Court Ordered and Voluntary Compliance Payment Projects Fund. MEF consented to the entry of the Assurance of Voluntary Compliance without an admission of liability. **In the Matter of Massage Envy Franchising, LLC** (State of Illinois, County of Sangamon)

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
STATE OF MARYLAND

A. Items 17(u), (v) and (w) of the Disclosure Document are amended to add the following sentence:

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

B. Item 17(v) of the Disclosure Document is amended to add the following sentence:

A franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

C. Item 17(h) of the Disclosure Document is amended to add the following sentence:

The provision in the franchise agreement which provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

D. Item 17(m) of the Disclosure Document is amended to add the following sentence:

Under COMAR 02.02.08.16L, 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.

E. Section 14-226 of the Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a prospective franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing a franchise. Our Franchise Disclosure Questionnaire requires prospective franchisees to disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Franchise Law in order to purchase a franchise. Such representations 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.

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
STATE OF MINNESOTA

A. The franchise agreement requires that you sign a general release upon renewal or transfer of the franchise. Minnesota Rule 2860.4400D prohibits us from requiring you to assent to a general release.

B. 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.

C. The franchise agreement requires that litigation must be in Arizona. Minnesota Statute Section 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, we cannot require that you consent to our obtaining injunctive relief, although we may seek injunctive relief. Any requirement(s) for a bond shall be determined by the court. We may not require that you waive your rights to a jury trial.

D. Nothing in the disclosure document or franchise agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. We cannot require you to waive any of your rights.

E. We will comply with Minnesota Statute Section 80C.12, Subd. 1(g) which requires that we protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

F. We will comply with Minnesota Statute Section 80C.17, Subd. 5 regarding limitation of claims.

G. Item 6, "Other Fees," shall be amended as follows:

We may be limited in the amount of the Returned Check Fee we may charge you as described in Item 6 of this Disclosure Document. The Minnesota Department of Commerce requires us to disclose to you that, currently, the highest such fee permitted under Minnesota Statute 604.113 is $30.

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
STATE OF NEW YORK

1. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE IN THIS PROSPECTUS.

2. The following paragraph is inserted in place of the response to Item 3 of this Disclosure Document:

Neither the franchisor, the predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. 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. Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-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.

C. Is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following paragraph in inserted in place of the response to Item 4 of this Disclosure Document:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the disclosure document: (a) has 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.

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
STATE OF NORTH DAKOTA

1. Covenants not to compete are generally considered unenforceable in the State of North Dakota, pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law.

2. Provisions requiring arbitration or mediation to be held at a location that is remote from the site of the franchisee's business are generally considered unenforceable in the State of North Dakota, pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law. Accordingly, the parties must agree on the site where arbitration or mediation will be held.

3. Provisions requiring jurisdiction in a state other than North Dakota are generally considered unenforceable in the State of North Dakota, pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law.

4. Provisions requiring that agreements be governed by the laws of a state other than North Dakota are generally considered unenforceable in the State of North Dakota, pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law.

5. Provisions requiring your consent to liquidated or termination damages are generally considered unenforceable in the State of North Dakota, pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law.

6. Provisions requiring you to sign a general release upon renewal of the franchise agreement have been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

7. Provisions requiring you to pay all costs and expenses incurred by us in enforcing the franchise agreement have been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Accordingly, any such provision is modified to read that the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

8. Provisions requiring you to consent to a waiver of trial by jury have been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

9. Provisions requiring you to consent to a limitation of claims within one year have been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Accordingly, any such provision is modified to read that the statute of limitations under North Dakota Law will apply.

10. Provisions requiring you to consent to a waiver of exemplary and punitive damages have been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Invest Law.

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
STATE OF 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."

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
COMMONWEALTH OF VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for ME SPE Franchising, LLC for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure. The following statements are added to Item 17.h.

> Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement 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.

ADDENDUM

TO FRANCHISE DISCLOSURE DOCUMENT FOR STATE OF WASHINGTON

The following paragraph is added at the end of Item 17 of this Disclosure Document:

If any of the provisions in this Disclosure Document or the Franchise Agreement are inconsistent with the relationship provisions of Revised Code of Washington Section 19.100.180 or any other requirements of the Washington Franchise Investment Protection Act (the "Act"), then (if the Act applies by its terms) the provisions of the Act will prevail over the inconsistent terms of the Disclosure Document or Franchise Agreement.

ASSURANCE OF DISCONTINUANCE

STATE OF WASHINGTON

To resolve an investigation by the Washington Attorney General and without admitting any liability, we have entered into an Assurance of Discontinuance ("AOD") with the State of Washington, where we have agreed to remove from our form franchise agreement a provision which restricts a franchisee from soliciting and/or hiring the employees of our other franchisees and/or our employees, which the Attorney General alleges violates Washington state and federal antitrust and unfair practices laws. We have agreed, as part of the AOD, to not enforce any such provisions in any existing franchise agreement, to request that our Washington franchisees amend their existing franchise agreements to remove such provisions, and to notify our franchisees about the entry of the AOD. In addition, the State of Washington did not assess any fines or other monetary penalties against us.

EXHIBIT G
LIST OF REGIONAL DEVELOPERS

[*See Attached*]

A. Current Regional Developers (as of December 31, 2022)

Region	Name	Entity	Address	City	State	Zip	Telephone
Alabama/FL Panhandle	Robert Conklin	NV Development, LLC	536 Ricker Ave.	Santa Rosa Beach	FL	32459	850-257-1073
Hawaii	Nate McFarland and Lari Jarvis	HIEnvy, LLC	1416 Auauki Street	Kailua	HI	96734	808-372-6459 208-339-3939
Los Angeles Northeast	Helen McDonagh and Andrew Garsten	Franchise Management Group, Inc.	2041 Park Drive	Los Angeles	CA	90026	323-620-2835
Los Angeles Northwest	Kirk Peacock and Pam Tanase	Coastal Massage, LLC	351 Paseo Nuevo, FL 2	Santa Barbara	CA	93101	805-455-5983
Los Angeles West	Helen McDonagh and Andrew Garsten	Franchise Management Group, Inc.	2041 Park Drive	Los Angeles	CA	90026	323-702-1647
Memphis	Antonio Frye	FMG Limited, LLC	1550 Bonnie Lane, Suite 103	Cordova	TN	38016	901-433-9375
Miami	Mike Kern and Jerome Kern	MJ Ventures, LLC	11858 179th CT N	Jupiter	FL	33478	954-734-0115
Nashville	Antonio Frye	FMG Limited, LLC	1550 Bonnie Lane, Suite 103	Cordova	TN	38016	901-433-9375
Pittsburgh	Sol Glastein	Western PA, LLC	31 Sherwood Dr.	Hillsdale	NJ	07642	201-248-7787
Sacramento	John Choi, and Joseph Abdallah	ME RD, LLC	101 Parkshore Drive, Suite 100	Folsom	CA	95630	916-802-5554
South Carolina	Torsten Schermer	PGD Investments, Inc.	7205 Piper Point Lane	Charlotte	NC	28277	704-907-1000
Utah	Michelle Waters	Allied Concepts, LLC	1044 North Nassau	Mesa	AZ	85205	480-707-8004

B. Former Regional Developers (Left System During 2022 Fiscal Year)

Former Regional Developer	City	State	Telephone
*Sol Glastein (Pittsburgh Region)	Hillsdale	NJ	201-248-7787

*Sol Glastein exited the system as of February 27, 2023.

ALABAMA REGIONAL DEVELOPER

Robert Conklin – NV Development, LLC. - Alabama Region

Mr. Conklin has been our Alabama Regional Developer since July 2006 with NV Development, LLC., located in Santa Rosa Beach, Florida.

CALIFORNIA REGIONAL DEVELOPERS

John Choi and Joseph Abdallah – ME RD, LLC - Sacramento, California Region

Mr. Choi, and Mr. Abdallah have been our Sacramento, California Regional Developers since January 2011.

Helen McDonagh and Andrew Garsten – Franchise Management Group, Inc. - Los Angeles, California (West Region & Northeast Region)

Ms. McDonagh and Mr. Garsten have been our Los Angeles West Regional Developers since August 2004, and Los Angeles Northeast Regional Developers since June 2005.

Kirk Peacock and Pam Tanase – Coastal Massage LLC - Los Angeles (Northwest), California Region

Mr. Peacock and Ms. Tanase have been our Los Angeles (Northwest), California Regional Developers since October 2004. Since April 2014, Mr. Peacock and Ms. Tanase have also been co-founders of Workzones SB, LLC located in Santa Barbara, California.

FLORIDA REGIONAL DEVELOPERS

Jerome Kern and Mike Kern - MJ Ventures, LLC - Miami, Florida Region

Messrs. Kern and Kern have been our Regional Developers of Miami, Florida since June 2005.

Mr. Jerome Kern has been self-employed since 1986 and has owned Camp Resort, AJ Kern Holdings, LLC, Yogi Bear, Josie Pizza & Wings, Innovative Cable and CPS Printing Company. Mr. Kern has also been co-founder of Orange Theory Fitness since 2010.

Since 1998, Mr. Mike Kern has been self-employed as owner and operator of Director Automotive & Recreation.

HAWAII REGIONAL DEVELOPERS

Nathan McFarland and Lari Jarvis - HIEnvy, LLC - Hawaii Region

Mr. McFarland and Ms. Jarvis joined our Regional Developer team in January 2011. They are our Regional Developers for Hawaii.

From September 1996 through 2010, Mr. McFarland had been a National Sales Development Consultant with Wells Fargo Financial. During his career with Wells Fargo, he was a District Manager in Albuquerque, New Mexico, Honolulu, Hawaii, Highlands Ranch, Colorado, and Modesto and San Jose, California.

Since January 1997 through 2011, Ms. Jarvis has been a National Sales Development Consultant for Wells Fargo. During her career with Wells Fargo, she was a District Manager for the state of Idaho.

SOUTH CAROLINA REGIONAL DEVELOPERS

Torsten Schermer - PGD Investments, Inc. - South Carolina Region

Mr. Schermer has been our South Carolina Regional Developer since March 2006. Since 2006, Mr. Schermer has been Owner of MESC, Inc., located in Charlotte, North Carolina.

TENNESSEE REGIONAL DEVELOPERS

Antonio Frye – FMG Limited, LLC - Memphis, Tennessee and Nashville, Tennessee Regions

Mr. Frye has been our Memphis, Tennessee (along with portions of along with portions of Mississippi, Arkansas, and Missouri) Regional Developer since June 2005. Mr. Frye has been our Nashville, Tennessee (along with portions of Georgia and Kentucky) Regional Developer since January 2006.

UTAH REGIONAL DEVELOPERS

Michelle Waters – Allied Concepts, LLC - Salt Lake City, Utah Region

Mrs. Waters, along with her late husband, Mr. Ren Waters, has been our Salt Lake City, Utah Regional Developer since November 2004. From June 2015 to July 2021, Mrs. Waters had interest in the Utah and Nevada Regions of Amazing Lash Studio Franchise and is currently a single unit franchisee of Amazing Lash Studio in Utah.

EXHIBIT H
MEEVO SUBSCRIPTION AGREEMENT

[*See Attached*]

Meevo®

Franchised Location Usage of MEEVO
Subscription Agreement

This Subscription Agreement (the "Subscription Agreement") establishes the terms and conditions under which the Massage Envy franchised location and franchisee (collectively, "you") are permitted to access and use Harms Software, Inc. (dba Millennium Systems International) ("MSI") Meevo products and services (collectively referred to as the "Services") and certain services provided by third parties with whom MSI has contracted ("Third Party Services") (the right to access and use the Services and Third Party Services are collectively referred to as your "Subscription"). By signing this Subscription Agreement, you agree to fully and timely comply with all your obligations regarding your Subscription. If you are accessing and using any Third Party Services (for example, SMS Messaging), you are also agreeing to comply with those Third Party Service Vendors' terms and conditions.

Subscriber Acknowledgements Regarding Meevo & Third Party Services

By signing this Subscription Agreement and agreeing to access and use Meevo, you are confirming that you understand, acknowledge, and agree that the Services are subject to the terms below:

1. **Prohibitions on Use.** You shall not:
   a) Make the Services or the documentation publicly available or grant access to the Services or the documentation in any manner not explicitly authorized herein;
   b) Copy, adapt, analyze, decompile, disassemble, reverse engineer, modify, translate (or the like) the Services or the documentation;
   c) Remove or transfer access to the Services from or to any other franchisee without MSl's express and prior written consent, and the termination or transfer of the applicable Subscription Agreement or, where necessary, the execution of a new Subscription Agreement;
   d) Transmit by any media, copy, or otherwise permanently or temporarily reproduce, in whole or in part, the Services or the documentation; or
   e) Re-use, distribute, or permit use or re-use of the Services by any third party other than the franchise location.

2. **Effect upon Termination of Franchise Agreement.** As of the effective date of such Franchise Agreement termination, the Subscription Agreement shall immediately terminate, and you shall promptly return to MSI any Meevo documentation in your possession. MSI acknowledges that a terminated franchisee may be permitted to operate for a temporary period following termination of the Franchise Agreement, and if ME SPE Franchising, LLC determines, in its sole and absolute discretion, that such permission should be granted, the terminated franchisee will be granted access to the Services such temporary period (and continue to pay any fees for access during such temporary period).

3. **Effect of the Sale or Transfer of Franchise.** Upon the sale or other transfer by a franchisee to a third party ("Transferee") of the franchisee's rights under its Franchise Agreement, such franchisee's Subscription Agreement may be assigned to such Transferee, provided that (i) such Transferee enters into a Subscription Agreement; and (ii) Transferee pays MSI an Administration Fee of One Hundred Fifty (S150.00) Dollars prior to MSI granting access to the Services to said Transferee. You shall provide ME SPE Franchising, LLC with not less than seven (7) days advance written notice requesting the transfer of this Subscription Agreement ("Transfer Notice"). The Transfer Notice shall include information regarding such transfer, including, but not limited to the effective date of such transfer, the contact information for the Transferee, and a copy of the Subscription Agreement duly executed by Transferee. MSI shall issue an invoice for the Administration Fee, which shall be due upon receipt.

4. **Payment.** Payment for your Subscription Agreement is made through ME SPE Franchising, LLC, pursuant to your Technology Investment and Billing Addendum.

5. **SMS Messaging.** By agreeing to access and use SMS Messages, you understand, acknowledge, and agree that those services are Third Party Services offered by MSI, and subject solely to the Terms of Service, located at www.millenniumsi.com/terms-of-service/text, as same may be updated or amended from time to time.

6. **Third Party Beneficiary.** You understand and agree that MSI is a third-party beneficiary to this Agreement and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto.

You further understand, acknowledge, and agree that MSI is not responsible or liable for Third Party Services, and that you must look directly to Third Party Service Vendors regarding my access to and use of any Third Party Services. Please reference https://www.millenniumsi.com/terms-of-service for additional information.

The undersigned hereby confirms that the undersigned is duly authorized to execute this Subscription Agreement on behalf of the franchised location, to bind the franchisee to the terms and conditions herein, and to cause compliance by the franchisee of the terms and conditions herein.

AUTHORIZED SIGNATORY:

PRINTED NAME:

_____

SIGNATURE:

_____

TITLE:

_____

DATE:

_____

LOCATION #:

_____

EXHIBIT I
GENERAL RELEASE

[See Attached]

WAIVER AND RELEASE OF CLAIMS

This Waiver and Release of Claims (the "Release") is made as of _____ ___, 20___ by _____, a(n) _____ ("Releasor") in favor of ME SPE Franchising, LLC, a Delaware limited liability company ("Franchisor," and together with Releasor, the "Parties").

WHEREAS, Franchisor and Releasor have entered into one or more Franchise Agreements [and/or a Regional Development Agreement] (collectively, the "Agreement"), pursuant to which Releasor was granted the right to own and operate one or more Massage Envy Businesses [and to solicit and assist other franchisees in owning and operating Massage Envy Businesses within the Development Area described therein];

WHEREAS, Releasor has notified Franchisor of its desire to transfer the Agreement and all rights related thereto to a transferee [enter into a successor agreement], and Franchisor has consented to such transfer; and

WHEREAS, as a condition to [Releasor's ability to enter into a successor agreement] Franchisor's consent to the transfer, Releasor has agreed to execute this Release upon the terms and conditions stated below.

NOW, THEREFORE, in consideration of [Franchisor entering into a successor agreement with Releasor] Franchisor's consent to the transfer, 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. [_____] represents and warrants that he/she is duly authorized to enter into and execute this Release on behalf of Releasor.

2. **Release**. Releasor and its subsidiaries, affiliates, direct and indirect parents, divisions, successors and assigns and all persons or firms claiming by, through, under, or on behalf of any or all of them (collectively, the "Releasor Parties"), hereby release, acquit and forever discharge Franchisor, any and all of its affiliates, direct and indirect parents, subsidiaries or related companies, divisions and partnerships, and its and their past and present officers, directors, agents, members, partners, shareholders, employees, agents, representatives, successors and assigns, and attorneys, and the spouses of such individuals, from any and all claims, liabilities, damages, expenses, actions or causes of action which Releasor or any of the Releasor Parties 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 rights related thereto.

3. **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 Arizona.

(c) 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.

(d) 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.

(e) 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 both Parties.

(f) 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.

(g) The Parties agree to execute and deliver such additional agreements and instruments as any Party may reasonably require to consummate, evidence, or confirm the Release contained herein in the matter contemplated hereby.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF Releasor has executed this Release as of the date first written above.

_____, a(n) __
_____

_____
By: _____
Name:_____
Its: _____

STATE OF _____)

) ss.

County of _____)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20___.

_____
Notary Public

My Commission Expires:

_____

EXHIBIT J
TECHNOLOGY INVESTMENT AND BILLING ADDENDUM

[*See Attached*]

TECHNOLOGY INVESTMENT AND BILLING ADDENDUM

MASSAGE ENVY LOCATION #_____

THIS TECHNOLOGY INVESTMENT AND BILLING ADDENDUM (this "**Technology Addendum**") is entered into as of this ____ day of _____**, 2022** (the "**Effective Date**") by and between **ME SPE FRANCHISING, LLC,** a Delaware limited liability company located at 14350 North 87th Street, Suite 200, Scottsdale, Arizona 85260, ("**Franchisor**"), and **[insert Franchisee entity]**, [insert entity formation and address], **("Franchisee")** and constitutes an amendment and addition to that certain franchise agreement between Franchisee and Franchisor dated _____ (**the "Franchise Agreement")**, which grants Franchisee the right to operate the Business.

WHEREAS, pursuant to section 2.F. of the Franchise Agreement, Franchisor can periodically modify specifications for and components of Franchisee's Computer System, and these modifications and technological developments require Franchisee to purchase, lease and/or license new or modified computer hardware and/or software and to obtain service and support for such software or hardware;

WHEREAS, Franchisor has designed, developed, and/or purchased certain hardware, software, and related technology services for use in the Business (such hardware, software, and related services are collectively referred to herein as the "Technology Investments");

WHEREAS, in order to negotiate competitive pricing and to maintain consistency in the brand and consumer experience within the Massage Envy franchise system, Franchisor purchased on behalf of Franchisee (and all other Massage Envy franchisees) the Technology Investments;

WHEREAS, Franchisee desires to purchase, lease, utilize and/or reimburse Franchisor for such Technology Investments made on behalf of Franchisee in order to use such Technology Investments in the Business;

THEREFORE, Franchisor and Franchisee agree as follows:

1. **TECHNOLOGY INVESTMENTS**. The Technology Investments made on behalf of Franchisee and the description, terms and conditions of each are set forth on Schedule A. If so indicated on Schedule A, the applicable hardware, software, or related services are being provided directly by a third party vendor, and Franchisor is acting solely as a billing service provider. If so indicated on Schedule A, the applicable hardware, software or related services are being directly provided by Franchisor. Franchisor or the applicable third-party vendor may require Franchisee to sign a separate license, subscription, or other agreement to ensure that Franchisee abides by the applicable terms and conditions associated with any particular Technology Investment. Franchisor may update Schedule A from time-to-time as additional Technology Investments are made, and will notify Franchisee of such updates by electronic mail at least 30 days prior to any new or additional payments being debited under section 2 below.

2. **BILLING SERVICES PROVIDED BY FRANCHISOR**. Franchisor shall bill Franchisee for all Technology Investments listed on Schedule A, and pursuant to section 3B of the Franchise Agreement, shall ACH or electronically debit the bank account on Franchisee's ACH Authorization Form attached to the Franchise Agreement.

3. **INFORMATION SHARING**. In connection with the Technology Investments, Franchisor will maintain certain information regarding Franchisee's customers (including information that may be considered a "medical record" under Franchisee's state law) (the "**Customer Information**"). Franchisor will use and disclose the Customer Information to Franchisee and other franchisees in the Massage Envy franchise network for purposes of providing continuity of services to such customers as part of Franchisor's nationwide reciprocity system. The terms and conditions governing Franchisor's maintenance, use and disclosure of the Customer Information are located on the Massage Envy Intranet at https://mecentral.massageenvy.com/share/asset/view/6376 (the "**Information Sharing Terms**"). Franchisee acknowledges and agrees Franchisor may modify the Information Sharing Terms at any time and from time-to-time in its sole discretion.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officers or representatives.

ME SPE FRANCHISING, LLC
a Delaware limited liability company

By: _____

Name: Kristin Paiva

Title: General Counsel

FRANCHISEE ENTITY
Insert where organized

By: _____

Name: _____

Title: _____

SCHEDULE A

Service	Billing Service Provider	Service Provider	Fee Amount per Franchised Location Per Month	Description
Internet Service Fee	ME SPE Franchising, LLC	Horizon River Technologies	$350 per month (for cable-enabled locations)	Primary landline internet service and backup failover wireless service
Managed Network & Internet Fee	ME SPE Franchising, LLC	Horizon River Technologies	$83 per month	24x7 monitoring services for network equipment, landline internet, wireless backup, troubleshooting, dispatch and maintenance of network hardware
Enhanced Security Fee	ME SPE Franchising, LLC	ME SPE Franchising, LLC	$37 per month	Additional security services including security incident and event monitoring and email filtering
App Development & Maintenance Fee	ME SPE Franchising, LLC	ME SPE Franchising, LLC	$122.50 per month	Use and maintenance of proprietary digital applications and enhancements
Meevo Computer Software	ME SPE Franchising, LLC	Millennium Systems International	$215 per month	Customized POS software that is cloud-based and customized for Massage Envy businesses
Centralized Tech Solutions & Support Fee	ME SPE Franchising, LLC	Millennium Systems International	$390 per month	Centralized technology support services, help desk, and technology compliance program

EXHIBIT K
FRANCHISEE QUESTIONNAIRE

[*See Attached*]

ME SPE FRANCHISING, LLC

FRANCHISEE DISCLOSURE QUESTIONNAIRE

As you know, ME SPE Franchising, LLC ("we" or "us'), and you are preparing to enter into a Franchise Agreement for the operation of a *Massage Envy* franchise. The purpose of this Questionnaire is to ascertain certain information from you in connection with your purchase of the Franchise.

In the event that you are intending to purchase an existing Franchised Business from an existing Franchisee, you may have received information from the transferring Franchisee, who is not an employee or representative of the Franchisor. The questions or inquiries below do not apply to any communications that you had with the transferring Franchisee.

NOTE: DO NOT COMPLETE, ANSWER OR RESPOND TO THE QUESTIONS OR INQUIRIES CONTAINED IN SECTION B OF THIS FRANCHISEE DISCLOSURE QUESTIONNAIRE IF THE OFFER OR SALE OF THE MASSAGE ENVY FRANCHISE TO YOU IS SUBJECT TO THE STATE FRANCHISE REGISTRATION/DISCLOSURE LAWS IN THE STATES OF CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN. THESE QUESTIONS OR INQUIRIES DO NOT APPLY TO YOU.

DO NOT COMPLETE, ANSWER, OR RESPOND TO THE QUSTIONS OR INQUIRIES CONTAINED IN SECTION B OF THIS FRANCHISEE DISCLOSURE QUESTIONNAIRE STATEMENT IF THE FRANCHISE IS TO BE OPERATED IN, OR IF YOU ARE A RESIDENT OF, CALIFORNIA OR MARYLAND.

SECTION A

Please review each of the following questions or inquiries carefully and provide honest and complete answers to each.

Yes__ No__ l. Are you seeking to enter into the Franchise Agreement in connection with a purchase or transfer of an existing Franchised Business from an existing Franchisee??

Yes__ No__ 2. I had my first face-to-face meeting with a Franchisor representative on _____, 20___.

Yes__ No__ 3. Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?

Yes__ No__ 4. Have you entered into any binding agreement with the Franchisor concerning the purchase of this franchise prior to today?

Yes__ No__ 5. Have you paid any money to the Franchisor concerning the purchase of this franchise prior to today?

Yes__ No__ 6. Have you spoken to any other franchisee(s) of this system before deciding to purchase this franchise? If so, who? _____?

I signed the Franchise Agreement and Addendum (if any) on _____, 20___, and acknowledge that the Franchise Agreement nor Addendum is effective until signed and dated by the franchisor.

SECTION B

Please review each of the following questions and inquiries carefully and provide honest and complete answers to each.

Yes__ No__ l. Have you received and personally reviewed the Franchise Agreement and each Exhibit or schedule attached to it?

Yes__ No__ 2. Have you received and personally reviewed the Franchise Disclosure Document we provided?

Yes__ No__ 3. Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?

Yes__ No__ 4. Do you understand all the information contained in the Franchise Disclosure Document and Franchise Agreement?

Yes__ No__ 5. Have you reviewed the Franchise Disclosure Document and Franchise Agreement with a lawyer, accountant or other professional advisor?

Yes__ No__ 6. Have you discussed the benefits and risks of developing and operating a *Massage Envy* franchise with an existing *Massage Envy* franchisee?

Yes__ No__ 7. Do you understand the risks of developing and operating a *Massage Envy* franchise?

Yes__ No__ 8. Do you understand the success or failure of your 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 weather, competition, interest rates, the economy, inflation, labor and supply costs, lease terms and the marketplace?

Yes__ No__ 9. Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be arbitrated in Arizona, if not resolved informally or by mediation?

Yes__ No__ 10. Do you understand that you (and any Manager employed by you) must satisfactorily complete the initial training course before we will allow your franchised business to open or consent to a transfer?

Yes__ No__ 11. 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 Envy* 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?

Yes__ No__ 12. 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, 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?

Yes__ No__ 13. 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 Envy* 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?

Yes__ No__ 14. Do you understand that the Franchise Agreement and exhibits to the Franchise Agreement contain the entire agreement between us and you concerning the franchise for the *Massage Envy Business*, meaning any prior oral or written statements not set out in the Franchise Agreement or the exhibits to the Franchise Agreement will not be binding?

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.

ANY REPRESENTATIONS ABOVE WHICH REQUIRE YOU TO ASSENT TO ANY RELEASE, ESTOPPEL OR WAIVER OF LIABILITY AS A CONDITION OF PURCHASING A FRANCHISE 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.

Signature of Franchise Applicant	Signature of Franchise Applicant
Name (please print)	Name (please print)
Dated _____	Dated _____
Signature of Franchise Applicant	Signature of Franchise Applicant
Name (please print)	Name (please print)
Dated _____	Dated _____

EXPLANATION OF ANY NEGATIVE RESPONSES [REFER TO QUESTION NUMBER]:

EXHIBIT L
SUPPLEMENTAL MARKETING PROGRAM AMENDMENT

[*See Attached*]

SUPPLEMENTAL MARKETING FUND PROGRAM AMENDMENT TO MASSAGE ENVY FRANCHISE AGREEMENT ( )

This Supplemental Marketing Fund Program Amendment (this "Amendment") is made and entered into this _____ day of _____, 20____ (the "Effective Date"), by and between _____ ("Franchisee") **and ME SPE FRANCHISING, LLC** ("Franchisor") and amends that certain Franchise Agreement ("Franchise Agreement") between the parties dated_____.

WHEREAS, pursuant to the Franchise Agreement, Franchisor granted Franchisee the right and license to own and operate Massage Envy location_____within the Territory defined therein (the "Business"). Capitalized terms used but not otherwise defined in this Amendment shall have the meanings as set forth in the Franchise Agreement.

WHEREAS, Franchisor is establishing a new Supplemental Marketing Fund (the "SMF") for purposes of funding centralized marketing and advertising efforts to be implemented by Franchisor or its designee and to which Franchisee has voluntarily agreed to contribute two percent (2%) of its annual Gross Sales to the SMF in accordance with the terms of this Amendment ("SMF Contribution"). The Massage Envy Supplemental Marketing Fund Council ("Council") will maintain oversight and governance over the SMF in accordance with the Bylaws of the Massage Envy Supplemental Marketing Fund Council (the "Bylaws") (attached as Exhibit A), which Bylaws may be amended from time to time as set forth therein;

WHEREAS, Section 9.B. of the Franchise Agreement currently requires Franchisee to contribute to the Marketing Fund (the "NAF") the amounts Franchisor periodically prescribes, not to exceed two percent (2%) of Franchisee's annual Gross Sales (the "NAF Contribution");

WHEREAS, Section 9.A. of the Franchise Agreement currently requires Franchisee to spend at least six percent (6%) of its annual Gross Sales on advertising, marketing and promotional programs for its Business (the "Minimum Marketing Spend Requirement") and which provision also provides, in part, that Franchisor will credit Franchisee's NAF Contribution toward Franchisee's Minimum Marketing Spend Requirement; and

WHEREAS, in connection with the establishment of the SMF, Franchisor has agreed that Franchisee's SMF Contribution will also be credited towards Franchisee's Minimum Marketing Spend Requirement, as further detailed herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated in this Amendment, and other valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Franchisee agrees to contribute its SMF Contribution (two percent (2%) of its annual Gross Sales) in the same manner as the Royalty (or in such other manner as Franchisor periodically prescribes) beginning on January 1, 2022 and ending on December 31, 2024 (the "SMF Period").

2. Franchisor agrees that as long as Franchisee fulfills both its SMF Contribution and NAF Contribution obligations during the SMF Period, (x) Franchisee will be deemed to have met its Minimum Marketing Spend Requirement during the SMF Period; and (y) Franchisee shall have no further obligation to spend any additional amounts on advertising, marketing, or promotional programs in order to meet its Minimum Marketing Spend Requirement. For the avoidance of any doubt and notwithstanding anything to the contrary in Section 9.A. of the Franchise Agreement, as a contributor to the SMF, the only manner in which Franchisee may satisfy its Minimum Marketing Spend Requirement is by making its full NAF Contribution and SMF Contribution as required by the Franchise Agreement, as amended by this Amendment. Franchisee further acknowledges and agrees that all other payment obligations set forth in

the Franchise Agreement (including those payment obligations in the Operations Manual) remain unchanged, including the requirement to pay technology fees. Franchisee further acknowledges and agrees that its payment of technology fees or any other non-marketing expenses shall not be credited to either Franchisee's NAF Contribution or SMF Contribution, regardless of any historical offsets previously permitted by Franchisor.

3. Franchisee acknowledges and agrees that Franchisor will administer the SMF and may use funds in the SMF to pay for a wide array of marketing, advertising, promotional, and public relations expenditures, which may include but are not limited to those expenditures identified in Section 9.B. of the Franchise Agreement (including, but not limited to, reasonable salaries, administrative costs, travel expenses, and overhead Franchisor incurs in administering the SMF and/or any of its permissible activities).

4. With respect to the SMF, the SMF is not a trust nor will it be Franchisor's asset and except as expressly provided herein, Franchisor does not owe Franchisee or the other franchisees contributing to the SMF, any fiduciary obligations relative to its maintaining, directing, or administering the SMF nor does Franchisor assume any direct or indirect liability or obligation to Franchisee for any other reason with respect to the SMF. The SMF funds will be maintained separately from Franchisor's other funds. Franchisee acknowledges and agrees that Franchisor need not ensure that SMF expenditures in or affecting any geographic area are proportionate or equivalent to the SMF Contributions by Massage Envy franchised locations operating in that geographic area or that any Massage Envy franchised location benefits directly or in proportion to its SMF Contributions. Franchisor has the right, but not the obligation, to use collection agents and institute legal proceedings to collect SMF Contributions at the SMF's expense. Franchisor may forgive, waive, settle, and compromise all claims by or against the SMF. The SMF may spend in any fiscal year more or less than the total SMF contributions in that year, borrow from Franchisor or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. Franchisor will use any interest earned on SMF Contributions to pay costs before using the SMF's other assets. Franchisor may incorporate the SMF or operate it through a separate entity whenever, and if, it deems appropriate, and any successor entity will have all of the rights and duties specified in the Franchise Agreement, as amended. Franchisor may at any time defer or reduce SMF Contributions of a Massage Envy franchised location (and can later reinstate the SMF Contributions at any time) and, upon thirty (30) days' prior written notice to you, reduce or suspend SMF Contributions and operations for one or more periods of any length and terminate (and if terminated, reinstate) the SMF. If Franchisor terminates the SMF, Franchisor will distribute all unspent monies to the Massage Envy franchised locations in proportion to their respective SMF Contributions during the preceding twelve (12) month period. Massage Envy franchised locations that Franchisor or its affiliates own will contribute to the SMF on the same basis as the Massage Envy franchisees who are contributing to the SMF.

5. Franchisor shall have the right, in its sole discretion, to offset the amount of any monies owed to Franchisee against any unpaid portion of its SMF Contribution.

6. Franchisee hereby represents and warrants that it is entering into this Amendment and participating in the SMF voluntarily and based on its own judgment after having had the ability to consult its advisors. Franchisee agrees that it has not been induced to enter into this Amendment by any statement, act or representation of any kind or character on the part of anyone except as expressly set forth in this Amendment. Franchisee acknowledges and agrees that Franchisor does not make any representation or warranty, express or implied, as to the success or benefits the SMF may bring to the Massage Envy franchise system as a whole or to any particular franchisee who contributes to the SMF.

7. This Amendment and Franchisee's participation in the SMF shall automatically renew for additional three (3) year terms (each a "Renewal Period") unless Franchisee provides written notice to Franchisor no less than ninety (90) days in advance of the expiration of the SMF Period or the then-current Renewal Period, as the case may be, that it does not intend to continue its participation in the

SMF. Any notice issued under this Section 7 shall comply with the notice provision of the Franchise Agreement.

8. This Amendment shall automatically terminate upon the termination or expiration of the Franchise Agreement.

9. This Amendment is an amendment to, and forms a part of, the Franchise Agreement. If there is an inconsistency between this Amendment and the Franchise Agreement, the terms of this Amendment shall control. This Amendment constitutes the entire agreement among the parties hereto relating to the subject matter of this Amendment, and there are no other oral or written representations, understandings or agreements among them with respect to the SMF. Unless otherwise expressly modified by the terms of this Amendment, the terms and conditions of the Franchise Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment on the Effective Date stated on the first page above.

ME SPE FRANCHISING, LLC
a Delaware limited liability company

By:_____	By:_____
Name: Kristin Paiva	Name:_____
Title: General Counsel	Title:_____

Exhibit A

BYLAWS OF THE MASSAGE ENVY SUPPLEMENTAL MARKETING FUND COUNCIL ("Bylaws")

(see attached)

BYLAWS OF THE MASSAGE ENVY
SUPPLEMENTAL MARKETING FUND COUNCIL ("Bylaws")

WHEREAS, the Massage Envy Supplemental Marketing Fund (the "Fund") has been established by the franchisor of the Massage Envy franchise system ("Franchisor") as a mechanism through which certain Massage Envy Franchisees (each a "Participating Franchisee") will contribute monies to the Fund beginning in January 2022 for the purposes of funding centralized marketing and advertising efforts to be implemented by Franchisor.

WHEREAS, the Massage Envy Supplemental Marketing Fund Council (the "Council") will maintain governance and oversight of the Fund in accordance with these Bylaws.

NOW THEREFORE, IT IS RESOLVED, these Bylaws are accepted and adopted.

ARTICLE I
Name and Organization

Section 1. Name. The name of the Council shall be the "Massage Envy Supplemental Marketing Fund Council."

Section 2. Organization. The Council is a nonprofit, unincorporated association whose members are selected in accordance with these Bylaws.

ARTICLE II
Composition of The Council

Section 1. Council Composition.

(a) Initial Formation of the Council.

i. The Council shall be initially comprised of nine (9) members (each a "Starting Council Member" and collectively, the "Starting Council") appointed by Franchisor from the individuals serving on the MAP Evolution Working Group identified in Exhibit A to these Bylaws (each a "Working Group Member"). Franchisor shall seek the advice and input of the Working Group Members in connection with its appointment of the Starting Council.

ii. Each Starting Council Member shall serve for a term of no more than six (6) months commencing on the effective date such Starting Council is appointed (the "Start Date") and expiring no later than 11:59 pm on the

date that is exactly six (6) months from the Start Date (the "Starting Term"). Starting Council Members may seek election to become a Council Member at the expiration of the Starting Term in accordance with Article III of these Bylaws.

iii. All provisions of these Bylaws applicable to Council Members shall apply equally to the Starting Council Members during the Starting Term.

(b) Continuation of the Council

i. Subsequent to the expiration of the Starting Term, the Council shall consist of eleven (11) members (each a "Council Member") as follows:

1. Nine (9) Council Members elected in accordance with Article III (each an "Elected Member"), with three (3) Elected Members representing each of the following three (3) geographic subgroups:

a. West Geographic Subgroup: Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming, and the El Paso, Texas DMA.

b. Central Geographic Subgroup: Alabama, Arkansas, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Michigan, Minnesota, Mississippi, Missouri, Nebraska, North Dakota, Ohio, Oklahoma, South Dakota, Tennessee, Texas (exclusive of the El Paso, Texas DMA), and Wisconsin.

c. East Geographic Subgroup: Connecticut, Delaware, District of Columbia, Florida, Georgia, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, and West Virginia.

2. Two (2) Council Members appointed in accordance with Article IV (each an "Appointed Member").

ii. Each Council Member shall serve for a three-year term (each a "Term"). Notwithstanding the prior sentence, and in order to achieve a staggered term cycle to promote continuity of the Council, after the inaugural election as outlined in Article III, the Council shall designate (a) one (1) Elected Member of each Subgroup to serve for a one-year term; (b) one (1) Elected Member of each Subgroup to serve for a two-year term; (c)

one (1) Appointed Member to serve for a one-year term; and (d) one (1) Appointed Member to serve for a two-year term. There are no restrictions or limits on the number of Terms a Council Member may serve.

Section 2. Council Member Eligibility.

(a) At all times during a Term, each Council Member must remain an Eligible Candidate. For the purposes of these Bylaws:

i "Eligible Candidate" shall mean a Managing Owner (or a substantially equivalent role within the Participating Franchisee's organization as solely determined by Franchisor ("Equivalent Role")) of a Participating Franchisee in Good Standing.

ii. "Managing Owner" shall have the same meaning as in the Participating Franchisee's Massage Envy Franchise Agreement.

iii. "Franchisee" shall mean the party to a Massage Envy Franchise Agreement that remains in full force and effect.

iv. "Participating Franchisee" shall mean a Franchisee who contributes to the Fund in accordance with the terms as presented and approved by Franchisor in the establishment of the Fund and these Bylaws, any Massage Envy Supplemental Fund Agreement, and/or its applicable Massage Envy Franchise Agreement.

v. "Good Standing" shall mean a Participating Franchisee (i) who in Franchisor's reasonable judgment is in substantial compliance with all required operational standards and contractual obligations set forth in all agreements between the Participating Franchisee and Franchisor (including any Franchise Agreement(s)) or any of Franchisor's affiliates, or any material vendor to the Massage Envy franchise system; and (ii) who has no outstanding payment obligations for any Fund contributions (as determined by the Council) regardless of whether Franchisor has issued a payment default notice to the Participating Franchisee pursuant to the terms of its Franchise Agreement and/or any Massage Envy Supplemental Fund Terms and Conditions. A Franchisee cannot be in Good Standing if it has received a notice of default from Franchisor that has not been cured or otherwise withdrawn by Franchisor.

vi. Notwithstanding any provision of this Article II, Section 2(a), if an individual is a Managing Owner or Equivalent Role of more than one (1) Franchisee, each such Franchisee must be a Participating Franchisee in Good Standing in order for the individual to be an Eligible Candidate.

(b) Any individual or entity which is owned or controlled in whole or in part by Franchisor, any parent company of Franchisor, subsidiary or corporate affiliate of Franchisor, or any of their officers, employees or directors shall not be eligible to serve as a Council Member.

ARTICLE III
Election, Appointment and Removal of Elected Members

Section 1. Election. Each year, Franchisor shall hold an election to replace any Elected Member whose Term expired or is set to expire during the then-current calendar year (each an "Open Vacancy"). Franchisor shall reasonably attempt to hold the election prior to April 30th of the then-current calendar year, but Franchisor is not bound by April 30th, and may choose to hold the election at a later date in its sole discretion, provided such date shall not be later than September 30th of the then-current calendar year.

Section 2. Nominations. At least thirty (30) days prior to the date set for the election, Franchisor shall solicit self-nominations from all Eligible Candidates who wish to run for Open Vacancies. Eligible Candidates may self-nominate to run for an Open Vacancy in only one Geographic Subgroup (regardless of whether the Eligible Candidate may be eligible to run for an Open Vacancy in more than one Geographic Subgroup).

Section 3. Voting for Council Members.

(a) Each Participating Franchisee in Good Standing shall be entitled to cast one vote per each of its Territories within the Geographic Subgroup for each Open Vacancy in the Geographic Subgroup. For the purposes of these Bylaws, "Territory" shall have the same meaning as in the applicable Participating Franchisee's Massage Envy Franchise Agreement. By way of example but not limitation:

i. If ABC, LLC is a Participating Franchisee that is a party to two Massage Envy Franchise Agreements, each with a Territory within the West Geographic Subgroup, and the West Geographic Subgroup has two Open Vacancies for the election in question, then ABC, LLC may cast two votes for each Open Elected Vacancy for a total of four votes.

ii. If XYZ, LLC is a party to two Massage Envy Franchise Agreements, one with a Territory within the West Geographic Subgroup and one with a Territory within the Central Geographic Subgroup, and for the election in question, there is one open seat in each territory, then XYZ, LLC may cast one vote for an Open Vacancy in the West Geographic Subgroup and one vote for an Open Vacancy in the Central Geographic Subgroup.

(b) Franchisor shall send ballots to the last known primary contact person for each Participating Franchisee in Good Standing via the email address Franchisor has on

file. Participating Franchisees are required to email their completed ballots to Franchisor at the same email address from which the Participating Franchisee received the aforementioned ballot(s). To the extent Franchisor chooses to select a method of collecting votes different from the method stated in the initial two sentences of this subsection, Franchisor shall obtain the approval of the Council.

(c) The results of the election shall be tabulated by Franchisor and the Secretary (as defined in Article VI, Section 6), and Franchisor and the Secretary shall share the tabulated results (removing all information which may indicate for whom any particular Participating Franchisee voted) with the current Officers (as defined in Article VI, Section 1), each of whom shall verify in writing that the results as determined by Franchisor are true, complete and accurate. If the Officers are unable unanimously to agree that the results are true, complete and accurate, then Franchisor and the Officers shall convene to determine the process for securing election results which are in fact true, complete and accurate, which process may include, but not be limited to, Franchisor conducting another election. In the event any such then-current Officer is running for an Open Vacancy, he/she shall be excluded from this review, verification and voting process.

Section 4. Lack of Interest. In the event there is no self-nominated Eligible Candidate desirous of running for an Open Vacancy, the Council shall appoint a Council Member through a Super-Majority Vote of the Council Members. The member appointed by the Council shall be subject to the eligibility requirements set forth in Article II, Section 2 and shall be entitled to serve for the entirety of the Term.

Section 5. Removal of Elected Members.

(a) An Elected Member may be removed from the Council for any reasonable reason upon a Super-Majority Vote of the then-current Council Members (as defined in Article VII, Section 3(a)), and such removal shall be effective immediately upon a Super-Majority Vote being obtained. By way of example, but not limitation, a reasonable reason for removal will include an Elected Member's unexcused absence from two (2) consecutive Council Meetings.

(b) Franchisor may remove an Elected Member from the Council in the event the Elected Member breaches Article VII, Section 5 or is no longer an Eligible Candidate, and such removal shall be effective upon Franchisor's issuance of written notice of such removal to the affected Elected Member.

(c) In the event an Elected Member is unable to serve his/her entire Term, whether due to removal, resignation, or otherwise, the Council shall appoint a replacement through a Super-Majority Vote of the then-current Council Members (as defined in Article VII, Section 3(a)). The replacement Council Member shall be subject to

the eligibility requirements set forth in Article II, Section 2 and shall serve for the remaining Term of the replaced Council Member.

ARTICLE IV
Appointment of Appointed Members

Section 1. Appointment.

(a) Franchisor may appoint the Appointed Members in its reasonable discretion and may consider factors such as whether an Eligible Candidate self-nominated for an Open Vacancy, the Eligible Candidate's expertise in a particular field relevant to his/her role as a Council Member, and the Eligible Candidate's tenure with the brand.

Section 2. Removal of Appointed Members.

(a) Franchisor may remove an Appointed Member from the Council in the event the Appointed Member breaches Article VII, Section 5 or is no longer an Eligible Candidate, and such removal shall be effective upon Franchisor's issuance of written notice of such removal to the affected Appointed Member.

(b) Franchisor may remove an Appointed Member from the Council for any reasonable reason, and such removal shall be effective upon Franchisor's issuance of written notice of such removal to the affected Appointed Member. By way of example, but not limitation, a reasonable reason for removal will include an Appointed Member's unexcused absence from two (2) consecutive Council Meetings. In the event the President reasonably believes a reasonable reason exists for removal of an Appointed Member, the President may request in writing that Franchisor remove the Appointed Member pursuant to the terms of this subsection, however, Franchisor shall retain sole discretion whether to remove the Appointed Member.

(c) In the event an Appointed Member is unable to serve their entire Term, whether due to removal, resignation, or otherwise, Franchisor shall appoint a replacement. The replacement Council Member shall be subject to the eligibility requirements set forth in Article II, Section 2 and shall serve for the remaining Term of the replaced Council Member.

ARTICLE V
Council Meetings

Section 1. Regular Meetings. The Council shall meet no fewer than four times per calendar year to participate in the activities outlined in Article VII, as applicable (each a "Regular Meeting"). The date and times of the Regular Meetings for the following

calendar year shall be set by the President no less than thirty (30) days prior to each meeting.

Section 2. Special Meetings. Special meetings of the Council may be called by the President or Franchisor at any time, or upon a Super Majority Vote of Council Members (as defined in Article VII, Section 3(a)) specifying the matters to be addressed (each a "Special Meeting").

Section 3. Minutes. Minutes of all Regular and Special Meetings will be prepared jointly by the Secretary and Franchisor. The Secretary, with the assistance of Franchisor, shall publish the minutes to all Participating Franchisees by sending the minutes to the last known primary contact person for each Participating Franchisee in Good Standing via the email address Franchisor has on file within thirty (30) days after each such Meeting. To the extent the Secretary chooses to select a method of publishing the minutes different from the method stated in the prior sentence of this subsection, the Secretary shall obtain the approval of the Council.

Section 4. Method of Meeting. Council Meetings may be held in person, via video conference, or telephonically. The Council shall reasonably attempt to meet in person at least once during a calendar year, which may include during the Massage Envy Annual Conference.

Section 5. Franchisor's Presence at Meetings. Franchisor shall have the right to attend all meetings of the Council and the Council shall ensure Franchisor receives all notices of Regular and Special Meetings

ARTICLE VI
Officers

Section 1. Officers. The officers of the Council shall be a President, Vice President, Treasurer, and Secretary (each an "Officer"). Officers shall serve for two-year terms (each an "Officer Term") with a maximum of two (2) consecutive term limits.

Section 2. Election of Officers. At least 15 days prior to the expiration of an Officer Term, Franchisor shall solicit self-nominations from all Council Members to serve as an Officer. Elections of Officers shall take place by the Council during a Regular Meeting, or, if circumstances require, at a time and place of the Franchisor's choosing in its reasonable discretion, provided that the election must occur during the applicable calendar year. Each Council Member is entitled to cast one vote for each Officer, and the Council Member receiving the most votes shall be elected as the Officer. In the event of a tie, another election shall take place in the same manner as the initial vote. In the event of a tie in the second election, Franchisor shall cast the tie- breaking vote. Council Members' votes shall be recorded in the minutes of the Regular Meeting in which the election of Officers took place.

Section 3. Officer Vacancy. Any Officer vacancy shall be filled by a Council Member selected

by Franchisor until the next Council Meeting at which time the Council Members will elect a replacement using the same method described in Article VI, Section 2.

Section 4. President. The President shall serve as the chief elected officer and primary spokesperson of the Council and shall preside at the Council Meetings. At such times as deemed proper, the President shall communicate to the Council Members and Participating Franchisees pertinent matters. The President may perform other actions to help facilitate the Council to exercise the authority specifically granted to it by these Bylaws.

Section 5. Vice President. The Vice President shall preside at Council Meetings in absence of the President and may be tasked by the President to perform other actions to help facilitate the Council to exercise the authority specifically granted to it by these Bylaws.

Section 6. Secretary. The Secretary shall be responsible for recording and distributing the minutes of the proceedings of all Council Meetings as outlined in Article V, Section 3. The Secretary shall also be responsible for giving (or causing to be given) notice of all Council Meetings to the Council Members. The Secretary shall also be responsible for tabulating the results of elections with Franchisor as described in Article III, Section 3(c)

Section 6. Treasurer. The Treasurer shall be responsible for ensuring the completion of the quarterly review of the Fund's Summary of Collection and Expenditures as outlined in Article VII, Section 1(b) and the completion of the annual inspection of the Fund's annual Summary of Collection and Expenditures as outlined in Article VII, Section 1(c).

ARTICLE VII
Responsibilities and Activities of the Council

Section 1. Responsibilities. The Council shall have the responsibilities outlined in this Article VII, Section 1.

(a) Approve annual marketing plans presented to the Council by Franchisor (each an "Annual Plan") by a Super-Majority Vote. Franchisor shall commence discussions with the Council pertaining to the preliminary draft of the Annual Plan no later than September 30th and Franchisor and the Council shall make reasonable efforts to ensure the Annual Plan is approved no later than December 1st prior to the start of the calendar year to which the Annual Plan applies.

i. Each Annual Plan shall, at minimum, (x) identify the overall priorities and strategic direction to be accomplished in the applicable year; and (y) allocate a dollar amount of the Fund to be spent by Franchisor on general categories of centralized marketing and other brand initiative expenses (each a "Marketing Category"). By way of example and not limitation, in a given Annual Plan, Marketing Categories may include (i) Media (to include all purchases of media in any form); (ii) Support (to include all support

functions including but not limited to production, agency, the general cost of personnel to accomplish the Annual Plan (with no specific individual remuneration), and the cost of reimbursement of Council Member expenses as described in Article IX, Section 2); (iii) Marketing Technology and Digital Footprint (to include all technological and digital capabilities such as website and application support); and (iv) Tools (to include functionalities designed to help with measurement, effectiveness, and related issues).

ii. Franchisor and the Council shall cooperate to ensure the Annual Plan provides a sufficient level of detail to provide the Council with insight into how the Franchisor will spend the contributions to the Fund while also permitting Franchisor sufficient discretion to manage the Fund efficiently.

iii. Franchisor need not include within the Annual Plan details regarding how it will spend certain amounts allocated to each Marketing Category. While Franchisor agrees to consult with the Council as outlined in Article VII, Section 2, Franchisor shall exclusively control, manage, and oversee how the amounts allocated to each Marketing Category are spent within each Marketing Category, including the terms and conditions of any contract entered into with vendors (collectively, "Vendor Contracts"). Franchisor shall also exclusively control, manage, and oversee how to spend any overages or how to manage the Fund through any shortages resulting from imprecise estimates of Fund contributions, but shall be limited to spending any such overages on centralized marketing and advertising efforts, which may include efforts related to franchisee employee recruiting and retention. In exercising the responsibilities outlined in the prior sentence, Franchisor agrees, where feasible, to consider the feedback of the Council and generally act in accordance with the Annual Plan.

iv. In the event the Council does not approve the Annual Plan prior to the start of the calendar year to which the Annual Plan applies, Franchisor shall have no obligation to spend any amounts from the Fund but may, using reasonable business judgment, spend amounts from the Fund that Franchisor believes are appropriate to maintain a reasonable level of centralized marketing, maintain revenues, and maintain the reputation of the brand ("Outside Expenditures"). Such Outside Expenditures may include, but are not limited to, payment under Vendor Contracts, continued retention of Franchisor's employees paid by the Fund, and media placement.

v. Once approved, Franchisor shall not make any major shift in the overall priorities or strategic direction set forth in the Annual Plan or shift funding between Marketing Categories without the prior approval of the Council.

vi. Any revisions to the Annual Plan require both: (i) a Super-Majority Vote of the Council; and (ii) written approval of Franchisor, which shall not be

unreasonably withheld. No revisions to the Annual Plan will be permitted if such revisions cause a default or breach of an existing Vendor Contract.

(b) On a quarterly basis, review the Fund's Summary of Collection and Expenditures prepared by Franchisor within thirty (30) days of the end of the quarter and report the findings of the review to Participating Franchisees in accordance with Article V, Section 3.

(c) On an annual basis, perform an inspection of the annual Summary of Collection and Expenditures prepared by Franchisor including inspecting reasonable documentation supporting expenditures during the applicable year within sixty (60) days of the end of the calendar year and report the findings of the inspection to Participating Franchisees in accordance with Article V, Section 3.

(d) On an annual basis, perform an inspection of the List of Fund FTEs prepared by Franchisor within sixty (60) days of the end of the calendar year and report the findings of the inspection to Participating Franchisees in accordance with Article V, Section 3. For the purposes of this subsection, "List of Fund FTEs" shall mean a list setting forth the names and titles of all fulltime equivalent employees employed by Franchisor and compensated using monies contributed by Participating Franchisees to the Fund.

(e) Regularly consult with and seek feedback from the Participating Franchisees within their respective Subgroup.

Section 2. Activities. Council shall participate in the following activities during Regular Meetings or as reasonably necessary to exercise the powers set forth in Article VII, Section 1:

(a) Review strategies pertaining to each Marketing Category with Franchisor.

(b) Develop and review with Franchisor key performance indicators of Marketing Categories.

(c) Provide feedback to Franchisor on major agencies and vendors receiving amounts from the Fund.

(d) Provide feedback to Franchisor as requested by Franchisor on other issues impacting marketing initiatives including but not limited to promotional planning and creative strategies.

Section 3. Council Member Voting.

(a) Unless expressly set forth herein, each action taken by the Council shall require the presence of a quorum and a Super-Majority Vote in order to be a valid and binding action of the Council. For the purposes of these Bylaws, "Quorum" shall mean nine

(9) or more Council Members and "Super Majority Vote" shall mean at least eight (8) Council Members.

(b) There shall be no right of proxy and the voting rights of a Council Member may not be delegated.

(c) Council action taken by a mail, email, video conference, or telephonic vote of the Council Members shall be a valid action of the Council and shall be recorded in the Minutes of the next Council Meeting.

Section 4. Reservation. Unless expressly granted to the Council by these Bylaws, Franchisor retains exclusive control, management, and oversight over all marketing, creative, and other brand initiative and activities including those funded by the Fund.

Section 5. Confidentiality. Each Council Member shall hold and maintain all Confidential Information received by them as part of their participation as a Council Member in strict confidence and shall not disclose any such Confidential Information to anyone other than current Council Members without the express authorization of Franchisor. For the purposes of these Bylaws, "Confidential Information" means proprietary, confidential, or sensitive information relating to the Fund. Each Council Member may also be required to sign a Non-Disclosure Agreement at the discretion of the President or Franchisor.

ARTICLE VIII
Amendments to Bylaws

Section 1. Amendments. Proposals to amend these Bylaws may be made by a Council Member, provided however, amendments to these Bylaws will only be effective upon: (i) approval of Super-Majority Vote of the Council; and (ii) the written approval of Franchisor while exercising its discretion in a commercially reasonable manner.

ARTICLE IX
Miscellaneous

Section 1. Compensation. No Council Member shall receive any compensation for their services to the Council. Council Members shall be reimbursed by the Fund for reasonable out-of-pocket expenses incurred in connection with their service as a Council Member including, but not limited to, reasonable travel reimbursement to attend Council Meetings, and Directors and Officers liability insurance. All requests for reimbursements shall be submitted to the Treasurer for approval, which approval shall not be unreasonably withheld, delayed, or conditioned.

Section 2. Expenses. All expenses of maintaining the Fund and the Council including, but not limited to, meeting expenses, travel expenses, and administrative expenses, shall be accounted for in the Annual Plan and paid from the Fund.

Section 3. Hold Harmless. Franchisor, Council Members, and the Council shall hold harmless each other from any expenses (including attorneys' fees), judgments, fines, settlements, and other amounts (collectively "Liabilities") based exclusively upon an act or failure to act by the Council or any Council Member, provided that such act or failure to act was in compliance with these Bylaws and within the authority granted herein. Notwithstanding the prior sentence, this subsection shall have no effect with respect to the Council or any Council Member in the event such Liabilities arise out of the willful misconduct or gross negligence of the Council or such Council Member.

Section 4. Arbitration. Any legal dispute brought by a Council Member arising, in whole or in part, from the Council Member's participation on the Council shall be resolved by binding individual arbitration conducted in accordance with the Commercial Rules of Arbitration of the American Arbitration Association in Phoenix, Arizona. The arbitration will be the exclusive and final remedy for resolving any such dispute. There shall be no right of appeal. Under no circumstances shall a Council Member bring any arbitration proceeding against Franchisor relating to the Council on behalf of, or as part of, any purported class, consolidated, representative, or private attorney general proceeding.

[Signatures page]

Exhibit A
Working Group Members

Sam Biggs
Quint Cannon
Stacia Counelis
Robert Fish
Sol Glastein
Ray Harrigill
Steve Karson
Holly Lassak
Jeff Pennell
John Preston
Joe Szablewski
Anthony Vidal
Michael Weiss
Koran Winters

FIRST AMENDMENT TO THE BYLAWS OF THE MASSAGE ENVY SUPPLEMENTAL MARKETING FUND COUNCIL

WHEREAS, the Massage Envy Supplemental Marketing Fund Council (the "Council") desires to amend the Bylaws of the Massage Envy Supplemental Marketing Fund Council (the "Bylaws") as set forth in this First Amendment to the Bylaws (the "First Amendment") pursuant to Article VIII, Section 1 of the Bylaws;

WHEREAS, capitalized words not otherwise defined herein shall have the same meaning as in the Bylaws;

NOW THEREFORE, IT IS RESOLVED, the Bylaws are hereby amended as set forth herein:

1. Article V, Section 3 shall be deleted in its entirety and replaced with the following:

   Section 3. Minutes. Minutes of all Regular and Special Meetings will be prepared jointly by the Secretary and Franchisor. The Secretary shall submit all minutes for approval by the Council during the next Regular Meeting following the meeting for which the minutes were taken (the "Subsequent Meeting"). The Secretary shall take reasonable efforts to provide a draft of the minutes to the Council for its review at least five (5) days in advance of the Subsequent Meeting to allow the Council an opportunity to review and provide comments to the Secretary. To the extent the minutes are not approved by the Council at the Subsequent Meeting, the Secretary shall be responsible to make any revisions required for approval by the Council and the Council shall hold a Special Meeting within a reasonable time period to approve the minutes. The Secretary, with the assistance of Franchisor, shall publish the minutes to all Participating Franchisees by sending the minutes to the last known primary contact person for each Participating Franchisee in Good Standing via the email address Franchisor has on file within thirty (30) days after the minutes have been approved by the Council. To the extent the Secretary chooses to select a method of publishing the minutes different from the method stated in this subsection, the Secretary shall obtain the approval of the Council.

Reviewed, accepted, and agreed to:

Starting Council Member

By:_____
Name:_____
Date:_____

State Effective Dates

The following states have franchise laws that 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 document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	April 28, 2023
Hawaii	Pending
Illinois	April 28, 2023
Indiana	April 28, 2023
Maryland	Pending
Michigan	April 28, 2023
Minnesota	Pending
New York	April 28, 2023
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	April 28, 2023

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT M
RECEIPTS

[*See Attached*]

RECEIPT #1

(This copy is for the prospective franchise owner and must remain herein)

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 ME SPE Franchising, LLC offers you a franchise, it must provide this Disclosure Document to you 14 days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale.

If ME SPE 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency listed in Exhibit D to this Disclosure Document.

The franchise seller(s) involved with the sale of this franchise is/are **(to be completed by franchise seller involved in sales process)**:

Name: _____; Address: _____; Phone: _____

Name :_____; Address: _____; Phone:_____

ME SPE Franchising, LLC's agent to receive service of process is listed in Exhibit D to this Disclosure Document.

Issuance Date: April 28, 2023

I have received the ME SPE Franchising, LLC Franchise Disclosure Document that included the following Exhibits:

Exhibit A	Financial Statements
Exhibit B	Franchise Agreement
Exhibit C	List of Franchisees
Exhibit D	List of State Agencies/Agents for Service of Process
Exhibit E	Operations Manual Table of Contents
Exhibit F	State-Specific Additional Disclosures
Exhibit G	List of Regional Developers
Exhibit H	Meevo Subscription Agreement
Exhibit I	General Release
Exhibit J	Technology Investment and Billing Addendum
Exhibit K	Franchisee Questionnaire
Exhibit L	Supplemental Marketing Program Amendment
Exhibit M	Receipts

_____	_____
Date	Franchisee (signature)
_____	_____
(State in which proposed franchise to be located)	(Printed Name)

(This receipt should be executed in duplicate. Receipt #1 must be signed and remains in the Franchise Disclosure Document as the prospective franchise owner's copy. Receipt #2 must be signed and returned to ME SPE Franchising, LLC.)

RECEIPT #2

(This copy must be signed by the prospective franchise owner and returned to ME SPE Franchising, LLC.)

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 ME SPE Franchising, LLC offers you a franchise, it must provide this Disclosure Document to you 14 days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale.

If ME SPE 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 and state law may have occurred and

should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency listed in Exhibit D to this Disclosure Document.

The franchise seller(s) involved with the sale of this franchise is/are **(to be completed by franchise seller involved in sales process)**:

Name: _____; Address: _____; Phone: _____

Name: _____; Address: _____; Phone: _____

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_____	_____
Date	Franchisee (signature)
_____	_____
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