FRANCHISE DISCLOSURE DOCUMENT

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Franchisor:

Maximized Living Health Centers, LLC
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Maximized Living Health Centers, LLC (**"MLHC"**) offers franchises for the operation of a chiropractic and holistic care clinic under the MAXLIVING® mark (**"Franchise Clinic"**). The total investment necessary to begin operation of a new Franchise Clinic ranges from $167,600 to $370,500. This includes $30,000 that must be paid to MLHC or its affiliate(s).

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Leslie Lopez, VP of Finance, 4700 Millenia Blvd. Ste 220, Orlando, Florida 32839 at Tel. 321-939-3060, or at leslie.lopez@maxliving.com.

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

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

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

This Disclosure Document was issued on March 31, 2022.

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit E.
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 B 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 MaxLiving 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 MaxLiving franchisee?	Items 20 or Exhibit E list 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 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 Florida. 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 Florida than in your own state.

2. **Choice of Law.** The franchise agreement requires that Florida law governs the agreement, and this law may not provide the same protections and benefits of local law. You may want to compare these laws.

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.

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

General. To simplify the language in this Disclosure Document, "MLHC," "MaxLiving", "we," or "us" means Maximized Living Health Centers, LLC, the franchisor. "You" or "Franchisee" means the person or entity who buys the franchise, including all equity owners of a corporation, general partnership, limited partnership, limited liability company, or any other type of entity (an **"Entity"**).

MLHC was a Florida limited liability company that was organized on January 14, 2005. MLHC did business as Maximized Living Health Centers, LLC ("MLHC"). MLHC has offered franchises for MLHC businesses since 2005. On January 11, 2017, MLHC changed its company organizational status to a Florida limited partnership and operated as Maximized Living Health Centers, LP. On January 1, 2022, MLHC changed its company organization status to a Florida limited liability company. MLHC is now Maximized Living Health Centers, LLC. MLHC's principal business address is 4700 Millenia Blvd. Ste 220, Orlando, Florida 32839. To the extent that we have designated agents for service of process in other states, they are listed in **Exhibit D**.

Our affiliate Max 3, LLC was a Florida limited liability company that was organized on December 7, 2007. On January 11, 2017, Max 3, LLC ("Max 3") changed its company organizational status to a Florida limited partnership and operated as Max 3, LP. On January 1, 2022, Max 3 changed its company organization status to a Florida limited liability company. Max 3 is now Max 3, LLC. Max 3 provides branded MAXLIVING® programs, marketing materials, educational products, proprietary formulations and products, homecare and nutraceutical products that complement patient care for MLHC Franchise doctors, professionals, and Franchised Clinics. Max 3 has its principal place of business at our address. Max 3 conducts business under its company name.

Our affiliate Maximized Living, Inc. was a Florida corporation that was organized on June 4, 1999, under the name Teaching the World About Chiropractic, Inc. On May 23, 2006, Teaching the World About Chiropractic, Inc. changed its name to Maximized Living, Inc. On January 11, 2017, Maximized Living, Inc. ("ML") changed its company organization status to a Florida limited partnership and operated as Maximized Living, LP. On January 1, 2022, ML changed its company organization status to a Florida limited liability company. ML is now Maximized Living, LLC. ML provides coaching and training support to MLHC Franchise Clinics. ML has its principal place of business at our address. ML conducts business under its company name.

MLHC, Max 3 and ML are wholly-owned by Maximized Living Partners, LLC ("MLP"). MLP was originally organized as a Delaware limited partnership. On January 1, 2022, MLP changed its company organization status to a Delaware limited liability company. Its principal place of business is 4700 Millenia Blvd. Ste 220, Orlando, Florida 32839.

Max 3, ML and MLP do not own or operate any franchises, nor have they offered any franchises for sale.

The Business and Franchises Offered. We are offering, under the terms of this Disclosure Document, the opportunity for chiropractors who are licensed to practice chiropractic medicine pursuant to applicable state and federal laws and licensing requirements to become franchisees to develop and operate a Franchise Clinic that combines chiropractic adjustments and holistic care built upon the five core essential principles of health. The franchisee will provide

chiropractic services and be the principal manager and administrator of the Franchise Clinic. The personal care each patient will receive at a Franchise Clinic location will not only address his or her chiropractic needs, but will attend to their physical, nutritional and emotional well-being through chiropractic adjustments, nutritional consultation and customized health plans. MLHC franchisees operate and maintain chiropractic clinics, and MLHC will provide educational and organizational services, including assistance with practice location, establishment, development and management. In the past, our Franchise Clinics operated under the mark MAXIMIZEDLIVING®. In 2017 we changed our primary trademark. Our Franchise Clinics now operate under the mark MAXLIVING®, and certain other trademarks, service marks, trade names, signs, associated designs, artwork, and logos (collectively, the **"Proprietary Marks"**). We may designate other trade names, service marks, and trademarks as Proprietary Marks.

Franchise Clinics are operated under a business format, developed by us and our affiliates over a considerable period of time, with a distinctive system, including our valuable know-how, information, trade secrets, training methods, operation manuals, standards, designs, methods of trademark usage, marketing programs, and research and development connected with the operation and promotion of MLHC Franchise Clinics (the "**System**"). We and our affiliates have collectively developed distinctive elements of the System used to operate MLHC Clinics. These elements currently include providing assistance in finding Franchise Clinic locations; design services; suggested and required vendor relationships for equipment, nutritional supplements and other products used in and sold from your Franchise Clinic; procedures for monitoring operations and quality of services offered; training and development assistance; advertising, marketing, promotional, and patient development services and programs; business formats, methods, procedures, standards and specifications. We reserve the right to change or otherwise modify the System at any time at our sole discretion. We do not provide advice regarding doctor patient treatment or doctor practice management.

The distinguishing characteristics of the System include, but are not limited to, our Franchise Clinic designs, layouts, and identification schemes (collectively, the **"Trade Dress"**); our specifications for equipment, inventory, and accessories; our relationships with vendors; our software and computer programs; the accumulated experience reflected in our training program, operating procedures, customer service standards methods, and marketing techniques; and the policies, procedures, standards, and specifications set out in our proprietary operations manual(s) (**"Operations Manual"**). We change, improve, add to, and further develop the elements of the System from time to time. Prior to any purchase of a franchise from us you will have access to the complete Operations Manual for your review.

Unless otherwise permitted by law, a Franchise Clinic may only open for business at such time when the franchisee is licensed to practice or provide chiropractic care under the laws of the state in which the Franchise Clinic is or will be located. You must operate the Franchise Clinic according to the System and our standards and specifications, and you must sign our standard franchise agreement ("**Franchise Agreement**") and related attachments and agreements.

You may purchase a MLHC franchise (**"Franchise"**) to develop and operate one Franchise Clinic at a mutually agreed upon site (the **"Site"**) within an area (**"Site Selection Area"**) that we will specify in the Franchise Agreement that we and you will execute. Our current form of Franchise Agreement is included as **Exhibit A** to this Disclosure Document. You will have no obligation, nor any right, to open any additional Franchise Clinics. Under the Franchise Agreement, you have no right to use the Proprietary Marks, the Trade Dress, or the System at any location other than the Site or to use the Proprietary Marks, the Trade Dress, or the System in any wholesale, e-commerce, or other channel of distribution other than the operation of the

Franchise Clinic at the Site. MLHC has the right to use, or license the use of, the Proprietary Marks, or any other trademark or service mark, in the designated area of responsibility. **See Item 12**.

The Franchise offered under the Franchise Agreement and this Disclosure Document differs from the offers made to certain franchisees that have previously been granted franchises. Those franchisees have been offered a franchise opportunity reflecting contributions already made to the System.

Competition. Your patient market will range from infants to the elderly, consisting of anyone who uses chiropractic services. There is very little seasonality to the chiropractic services business. The market for chiropractic services is well-developed. Your Franchise Clinic will compete with other businesses offering pain relief, physical therapy, chiropractic services as well as nutrition and nutraceutical companies. These competitors include chiropractic clinics, physical therapy specialists, hospitals, and other medical facilities and franchises. You may also encounter competition from other Franchise Clinics operated by us or from other of our franchisees. The healthcare sector is competitive in most markets. Despite this competition, we believe that MLHC franchises will appeal to a Franchise Clinic's patients because of the distinct specific nature of services offered, the pricing model, unique brand awareness, expert and family-friendly environment, and other distinctive features. While you will provide your products and services to the general public, your target market will be persons seeking to achieve physical, nutritional and emotional well-being.

Industry-Specific Regulations. You must comply with industry-specific regulations, including federal and state laws regarding chiropractic licensure, insurance, and professional fees. You must also comply with all laws regarding immigration, taxes, unemployment and worker's compensation, employment and discrimination, disabilities, the environment, product labeling, building and zoning laws, and all other local, state and federal laws in the operation of the Franchise Clinic. Many states and local jurisdictions have enacted laws, rules, regulations and ordinances that may apply to the operation of your Franchise Clinic. For example, state licensing and certification requirements may apply to persons who perform services for you or at your Franchise Clinic location. These laws and regulations may also impose restrictions on referrals for designated health services to entities with which you have financial relationships. In all cases, you must also comply with laws that apply generally to all businesses.

Additionally, as a covered entity (as defined under the Health Insurance Portability and Accountability Act of 1996 (as Amended from time to time, "HIPAA"), the operation of your Franchise Clinic must comply with HIPAA rules and regulations. Violations of industry-specific regulations, including federal and state laws, may result in substantial civil or criminal penalties for individuals or entities. The Franchise Agreement will in no way interfere, affect or purport to limit the independent exercise of medical judgment by you or your employees or agents. All medical and chiropractic related decisions, acts or omissions made by, or in connection with any person in any way associated with you or your franchise will be the decisions of the individual professionals involved and will not be affected by or attributed to us.

We have made no determination concerning the acceptance of Medicare patients. Enrollment in any state and/or federal reimbursement program, such as Medicaid or Medicare is solely your responsibility.

It is solely your responsibility to apprise yourself of the existence and requirements of all applicable laws, licensure requirements, ordinances and regulations applicable to the Franchise

Clinic and to adhere to them and to the then-current implementation or interpretation of them. You should investigate these laws, and consult with a legal advisor about whether these and/or other requirements apply to your Franchise Clinic.

ITEM 2
BUSINESS EXPERIENCE

Chief Executive Officer and Director: Shel Hart

Shel Hart joined us as Chief Executive Officer on December 1, 2019. He has served as a non-voting member of the Board of Directors of Maximized Living Partners, LLC since January 1, 2022. Mr. Hart previously served as Chief Executive Officer of our successor, Maximized Living LLC, from 2009 to 2014. From 2014 to the present, Mr. Hart has owned and operated FL Venture Catalysts, LLC, which provides leadership and consulting services to middle market private companies. He received his bachelor's degree in Organizational Development and Finance from LeMoyne College in Syracuse, New York. Mr. Hart works at the corporate office located at 4700 Millenia Boulevard, Suite 220, Orlando, Florida 32839.

Vice President of Finance: Leslie Lopez, CPA

Leslie Lopez, CPA, joined us as Vice President of Finance in April 2018. She is a Florida Board Certified Public Accountant. Before joining us, Ms. Lopez was a Regional Controller for TUI, PLLC (May 2014 - March 2016). Prior to that position, she was a Finance Manager at Raytheon Company (March 2008 - May 2014). She earned her Master's Degree in Accounting and Finance at the University of San Diego and her Bachelor's Degree in Business Administration at the University of Washington. Ms. Lopez works at the corporate office located at 4700 Millenia Boulevard, Suite 220, Orlando, Florida 32839.

Director: Dr. Peter Gianforte

Dr. Peter Gianforte has served on the Board of Directors of Maximized Living Partners, LLC since November 2019. Dr. Gianforte has been a practicing chiropractor since September 2011. He is the owner of Minnetonka Family Chiropractic in Hopkins, Minnesota, which he started in 2011.

Director: Dr. Greg Loman

Dr. Greg Loman has served on the Board of Directors of Maximizing Living Partners, LLC since November 2019. Dr. Loman has been a practicing chiropractor since November 1990 and is one of the original founders of MaxLiving. He is the owner of Essential Chiropractic in Naples, Florida.

Director: Dr. Sarah Losby

Dr. Sarah Losby has served on the Board of Directors of Maximized Living Partners, LLC since January 2022. Dr. Losby has been a practicing chiropractor since June 2010. She is the owner of Capital City Chiropractic in Columbus, South Carolina, which she started in 2010.

Director: Dr. Tony Nalda

Dr. Tony Nalda has served on the Board of Directors of Maximized Living Partners, LLC since November 2019. Dr. Nalda has been a practicing chiropractor since June 1996. He is the owner of Celebration Family Chiropractic in Celebration, Florida, which he started in 2010.

Director: Dr. Nick Wilson

Dr. Nick Wilson has served on the Board of Directors of Maximized Living Partners, LLC since November 2019. Dr. Wilson has been a practicing chiropractor since December 2012. He is the owner of Indy Family Chiropractic in Indianapolis, Indiana, which he started in 2014.

ITEM 3
LITIGATION

Maximized Living Health Centers, LLC ("MLHC") filed an application to register to sell franchises with the Commonwealth of Virginia State Corporation Commission ("Virginia Commission") in 2008, then later withdrew an application to register in 2009. As a result, MLHC did not have an effective registration to sell franchises in Virginia. In 2009 and 2013, MLHC offered and sold two franchise opportunities to Virginia residents ("Franchisees"). In 2015 MLHC filed a new application to register to sell franchises with the Virginia Commission. In connection with this new application to register to sell franchises in Virginia, the Virginia Commission initiated an investigation as to whether MLHC offered to sell the 2009 and 2013 franchises to Franchisees without a formal franchise registration in violation of §13.1-560 of the Virginia Retail Franchising Act ("Act") and §13.1.563(4) of the Act because it failed to, directly or indirectly, provide the Franchisees with a franchise agreement and franchise disclosure document as may be required by rule or order of the Virginia Commission. The Virginia Commission concluded its investigation in 2016. Without admitting any liability or to the truth of the facts stated therein, MLHC and the Virginia Commission entered into a Settlement Order, wherein based on the allegation that MLHC's offer or sale of the franchises to the Franchisees in 2009 and 2013 violated §13.1-560 and §13.1.563(4) of the Act. MLHC agreed to pay the Virginia Treasurer $30,000 in monetary penalties, provide a copy of the Settlement Order to all current and former Virginia Franchisees, and to not violate the Act in the future. MLHC further agreed to pay, and has paid the Virginia Treasurer investigative costs of $5,000.

Ashley Hamilton and Kelly Poffenberger, as Personal Representative of the Estate of Michael Hamilton, and Ashley Hamilton, as Personal Representative of the Estate of Teddy Hamilton v. Maximized Living GP, LLC, et al., Cause No. 29D03-1907-CT-006175 (Hamilton County, Indiana). On July 2, 2019, Plaintiffs filed a complaint against Maximized Living GP, LLC, Maximized Living Health Centers, LP and Maximized Living LP alleging that we negligently trained one of our independently-owned franchisees who is a licensed chiropractor in Indiana and that chiropractor's negligent treatment resulted in the death of Teddy Hamilton. We answered the complaint and denied liability for the claims. On December 15, 2020, the parties entered into a settlement that also resolved claims against Kyle Peacock, D.C., Peacock Family Chiropractic, LLC, Community Health Network, and Community Hospital North related to the same incident. In settlement, we paid $10,000 of the total $25,000 paid by all defendants. All claims against us were dismissed and released.

Other than these two (2) actions, no litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this item.

ITEM 5
INITIAL FEES

You must pay to us an initial fee ("**Initial Franchise Fee**") of $30,000 upon signing your Franchise Agreement. Except as provided in this Item, the Initial Franchise Fee is fully earned and non-refundable in all or in part in consideration of administrative and other expenses incurred by us in entering into the Franchise Agreement and for our lost or deferred opportunity to enter into the Franchise Agreement with others. The Initial Franchise Fee is uniform to new franchisees.

ITEM 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fees (1)	You will pay the lesser of 8% of your Gross Sales or $4,000.	Currently due monthly within five business days after the end of each calendar month	The Royalty Fee ("**Royalty Fee**") is the continuing payment you must pay us for your license to use the System and the Marks, and the continuing services we provide in support of your franchise. "**Gross Sales**" are defined in Note 2, and include the total of all revenue and receipts derived from the operation of your Franchise Clinic.
Marketing Fee	You will pay 1% of your Gross Sales.	Currently due monthly within five business days after the end of each calendar month	Irrespective of the amount contributed by each franchisee, we reserve the right to allocate Marketing Fee funds to local and national advertising and promotions, in whatever ratios we decide in our sole and absolute discretion. The total amount of advertising and promotional money spent in your local market may be less than the amount you pay in Marketing Fees.
Local Marketing Fee	We reserve the right to establish a Local Marketing Fee, which will require you to spend up to 1.5% of your Gross Sales on local area marketing.	Monthly as incurred; not currently required	We reserve the right to require you to spend the Local Marketing Fee on advertising and promotions targeted to reach prospective clients in your territory as defined in **Schedule 1** to **Appendix A** of the Franchise Agreement. If imposed, your Local Marketing Fee for each month shall be an amount up to 1.5% of Gross Sales for the preceding month.

Type of Fee	Amount	Due Date	Remarks
Successor Fee	50% of our then-current Initial Franchise Fee	Upon execution of successor franchise agreement	
Transfer Fee	50% of our then-current Initial Franchise Fee	Upon execution of transferee's franchise agreement	We do not allow you to transfer the Franchise Clinic without our prior written consent. You should refer to Section 5.22 of the Franchise Agreement for a complete understanding of the process and cost involved in transferring your business.
Relocation Fee	$3,000 plus cost and expenses	Upon demand	
Audit	Costs and expenses.	Within 10 days of demand	Payable if audit or review shows an understatement of Gross Sales for the audited or reviewed period of 2% or more.
Late Fee	18% per annum or maximum interest rate allowed by law (whichever is less) from due date to date of payment, plus $100 for each week that a payment is paid after the due date for the payment specified	When amount owed becomes past due	Required whenever a payment to MLHC is made after its due date.
Report Fee	$250 up to $500	As incurred	Payable if you do not submit Operations Reports (as defined in the Franchise Agreement) by the first business day of the month. The Report Fee is $250 if you do not submit your Operations Report by the first business day of the month, and you will be assessed a further $250 fee if you do not submit your Operations Report by the fifteenth business day of the month.
Collection Costs and Attorneys' Fees	Our actual costs	As incurred.	Payable if you do not comply with the terms and conditions of your Franchise Agreement.
Indemnification	Our actual costs	As incurred	You must reimburse us if we are held liable for claims arising from operation of your Franchise Clinic
Optional Product Purchases	Vary based on products, services, and market conditions. See Item 8 below.	On demand, or as ordered.	Payable for products you purchase or procure from us and/or our affiliates. Such products are not required purchases.

NOTES:

1. This table and the accompanying notes describe the nature and amount of all payments that you must pay to us or our affiliates, or that we or our affiliates collect on behalf of third parties, on a recurring basis, or as they are incurred, in carrying on your franchised Clinic. These fees are uniformly imposed. Unless otherwise noted, you pay all fees to us, and we do not refund fees. We reserve the right, in our sole discretion, to waive or reduce any fees as circumstances may warrant.

2. **"Gross Sales"** means the sales price of all products and services that you sell in the Franchise Clinic or that you sell using the Proprietary Marks (including the face amount of all gift cards or gift certificates, which are to be included at the time of redemption), whether evidenced by cash, credit, check, gift certificate, gift card, script, or other property or services and whether collected or not. Unless otherwise authorized by us in writing, you must pay all amounts due by automatic debit. After signing the necessary documents, we require to debit your Clinic's business operating account automatically for the amounts due, we will debit your bank account for the Royalty Fees, Marketing Fees, and other amounts you owe to us. You must maintain a pre-determined minimum balance in your Franchise Clinic's business operating account, as we may prescribe from time to time.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Low Estimate	High Estimate	Payment Method	When Paid	Payment to
Initial Franchise Fee (1)	$30,000	$30,000	Lump sum	Before you begin Initial Training	Us
Site Selection and Real Estate Services (2)	$6,000	$9,000	Lump sum	As incurred	Third parties
Security and Utility Deposits (3)	$8,000	$13,500	Lump sum	As incurred	Third parties
Three Months' Lease Rent (4)	$10,200	$12,900	As agreed	As agreed	Landlord
Pre-construction Services and Architect Fees (5)	$10,000	$15,000	Lump sum	As incurred	Third parties
Leasehold Improvements (6)	$45,000	$125,000	As agreed	As incurred	Third parties
Optional Construction Management Fees (7)	$0	$10,000	Lump sum	As incurred	Third parties
Signage and Branding (8)	$12,000	$18,000	As agreed	As incurred	Third parties
Office Equipment, including Furniture and Fixtures (9)	$2,700	$10,200	Lump sum	As incurred	Third parties

Type of Expenditure	Low Estimate	High Estimate	Payment Method	When Paid	Payment to
Chiropractic or other Professional Equipment (10)	$10,000	$60,000	As agreed	As incurred	Third parties
Computer Hardware, Software, and Supplies (11)	$4,900	$6,400	As agreed	As incurred	Third parties
Business Licenses and Permits (12)	$700	$2,000	As required	Before opening	Governmental agencies and third parties
Professional Fees and Services (13)	$600	$6,200	As agreed	As incurred	Attorneys, accountants, and other professionals
Insurance (14)	$500	$1,500	Lump sum	As incurred	Insurer
Travel and Lodging Expenses for Initial Training (15)	$17,000	$28,800	As agreed	As incurred	Third parties
Start-up supplies—Uniforms, Office Supplies not including paper forms and stationery (16)	$5,000	$12,000	As agreed	As incurred	Third parties
Additional Funds (17)	$5,000	$10,000	As agreed	As incurred	Third parties
TOTAL ESTIMATED INITIAL INVESTMENT (18)	**$167,600**	**$370,500**			

NOTES:

1. This table and the accompanying notes describe the nature and amount of all payments that you must pay to us or our affiliates, or that we or our affiliates collect on behalf of third parties before opening your franchised business or as they are incurred. We do not refund any fees paid to us. We reserve the right, in our sole discretion, to waive or reduce any fees as circumstances may warrant.

2. You must, at your expense, use an approved vendor for site selection and real estate services. Approved vendors are listed in the Operations Manual.

3. This estimate includes security deposits required by the landlord and utility telecommunication companies.

4. Your actual rent payments may vary, depending upon your location and your market retail lease rates. We recommend that you lease an office between 1,600 and 2,000 square feet with access to bathrooms and provisions for telecommunication equipment and office furniture. We estimate your initial expenses for leasing office space during the first three months will range from $10,200 to $12,900 depending on the size and location of the Site.

   If you purchase instead of lease the premises for your Location, then the purchase price, down payment, interest rates, and other financing terms will determine the amount of your monthly mortgage payments.

5. You must, at your expense, use an approved vendor for pre-construction and architect services. Approved vendors are listed in the Operations Manual.

6. Building and construction costs will vary depending upon the condition of the premises for the Location, the size of the premises, local construction costs, and any construction allowances offered by your Landlord.

7. If you opt to undertake construction for your MLHC franchise, you must, at your expense, use an MLHC approved vendor for construction management, or you will be required to pay fees for a construction manager supplied by MLHC, if you request such a manager.

8. These estimates assume you will purchase your signage. The type and size of the signage you actually install will be based upon local zoning and property use requirements and restrictions. There could be an occasion where signage is not permitted because of zoning or use restrictions.

9. You will need to purchase office furniture for the operation of your Location, including workstations and chairs, file cabinets, shelving, and an initial inventory of forms, stationery and other items.

10. You will need to purchase or lease chiropractic equipment for the operation of your Site, including x-ray equipment and accessories, digital imaging equipment, chiropractic tables and scanners. You may purchase or lease this equipment from our approved vendors or other vendors that receive our approval as set forth in the Operations Manual. Chiropractic and other equipment costs vary based on whether the required equipment is leased or purchased.

11. This estimate includes the cost of purchasing our required computer hardware, software, and network connections.

12. You may be required to obtain business licenses from the local government agency to operate your Franchised Business. We have estimated these costs will be between $700 and $2,000 depending upon the jurisdiction.

13. You may incur legal fees, accounting fees and other professional fees in order to incorporate your business, set up a professional corporation ("**PC**"), review agreements relating to the operation of the franchise, to perform background checks and personality profiles of potential employees and medical professionals, and to perform all necessary tax filings and to set up a small business or a PC, including a general ledger, tax reports, payroll deposits, etc.

14. We estimate that your monthly cost of insurance will range from $500 to $1,500. You must purchase all insurance necessary to operate your franchise, including but not limited to, professional liability insurance for all chiropractors who work in or supervise each Franchise Clinic. We may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverage to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, changing economic conditions, or other relevant changes in circumstances. All insurance policies you purchase must name us and any affiliate we designate as additional insureds, and provide for 30 days' prior written notice to us of a policy's material modification or cancellation. If you fail to obtain or maintain the insurance we specify, we

may (but are not required to) obtain the insurance for you and the Franchise Clinic on your behalf. The cost of your premiums will depend on the insurance carrier's charges, terms of payment, and your insurance and payment histories.

15. We estimate that your travel expenses for initial training will be $17,000 to $28,800. While we do not charge for training, you are required to pay for your transportation to and from our training site and pay for your living arrangements and food during the time of training.

16. The estimate for start-up supplies includes office supplies, your initial inventory of Max Living resource products and other miscellaneous expenses.

17. The estimate of additional funds is based on our experience in the field of chiropractic care and does not include any allowance for an owner's draw.

    This is an estimate of the amount of additional operating capital that you may need during the first three months after opening your business. This estimate includes additional funds you may need to pay employee salaries and wages, utilities, such items as payroll taxes (including payroll to cover the pre-opening training period for your staff), Royalty Fees, Marketing Fees, legal and accounting fees, additional advertising, health and workers' compensation insurance, bank charges, miscellaneous supplies and equipment, staff recruiting expenses, state tax and license fees, deposits, prepaid expenses, and other miscellaneous items. The preceding list is by no means intended to be exhaustive of the extent of possible categories of expenses. The expenses you incur during the start-up period will depend on factors such as, among other things, local economic and market conditions, your business experience, and the level of traffic at your location. We cannot guarantee that you will not incur additional expenses in starting the business that may exceed this estimate or that you will not need additional funds after your first three months of operation. It is best to contact your accountant or financial advisor for further guidance.

18. This total amount is based upon our affiliate's experience opening and operating MLHC Franchise Clinics. Your costs may vary based on a number of factors including, but not limited to, the geographic area in which you open, local market conditions, and your skills at operating a business. We strongly recommend that you use these categories and estimates as a guide to develop your own business plan and budget and investigate specific costs in your area. You should independently investigate the costs of opening a Franchise Clinic in the geographic area in which you intend to open a Franchise Clinic. You should also review the figures carefully with a business advisor before making any decision to purchase the Franchise. MLHC may, at its discretion, make loans available to franchisees for the estimated initial investment. The rates on this loan will be the Wall Street Journal-published Prime Rate, plus four percentage points per annum subject to the approval of the credit profile of the franchisee. MLHC reserves the right to offer financing at alternate rates of interest in the event that the franchisee's credit profile merits different treatment under MLHC's underwriting guidelines. Initially, the loan will be in the form of a revolving loan that the franchisee may receive advances from time to time. After ninety days, the revolving loan will automatically convert to a term loan unless such conversion is not approved by the lender or a default has occurred under the revolving loan facility. Under the revolving loan, interest will accrue on the unpaid principal balance of the loan and then be added to the unpaid principal balance of the loan on a monthly basis. Following the conversion of the credit facility to a term loan, principal and interest will be due on the term loan in an amount sufficient to amortize the term loan by the maturity date. The precise maturity date, availability under the revolving and term facility,

amount of repayments and other economic terms are dependent, among other things, the franchisee's independent credit profile and individual needs and MLHC's cost and availability of funds at the time of execution of the loan documents. Prepayment is permitted under both the revolving facility and the term loan facility without premium or penalty. The obligations under the loan documents will be secured by an "all assets" type security interest in the assets of the franchisee which will include, among other things, equipment, signage, décor and inventory. MLHC and/or its affiliate will prepare all the necessary documents and will handle the processing, payments, customer service, and collections according to standards developed by us or our affiliate. For additional information on financing, see Item 10.

* None of the fees or costs paid to us listed in the table above are refundable.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must establish and operate your Franchise Clinic in compliance with the Franchise Agreement, the System, and the standards and specifications contained in our confidential operations manual and brand guide (as they may be amended by us from time to time, the "**Operations Manual**"). Our System standards and the Operations Manual regulate all of the purchases and expenditures associated with the operation of your Franchise Clinic, including, but not limited to, Franchise Clinic location, Franchise Clinic buildout and equipping, goods, services, supplies, fixtures, inventory, supplements, educational products, nutraceuticals, proprietary products, and other items used, consumed or offered in connection with the Clinic, and may be obtained, ordered, provided, or procured from affiliates, vendors or suppliers that are approved by us ("**Approved Suppliers**"). The System standards are in place to maintain the reputation, goodwill, high standards, quality and uniformity of the MaxLiving programs.

Max 3. Our affiliate, Max 3, is an approved supplier of branded MaxLiving programs, marketing materials, educational products, homecare products and nutraceutical products that provide health and medical benefits from isolated nutrients and dietary supplements. These products and services compliment patient care for MLHC doctors and professionals. You are currently not required to purchase products and services from Max 3 or any of our other affiliates, but we reserve the right to require you to make such purchases of products and services in the future. MLHC derives no revenue from the sales of such products or services by Max 3. MLHC requires you to obtain prior approval for any products purchased from any other supplier. This process is intended to protect the integrity, quality and consistency of our patient care standards and products offered by MLHC doctors and professionals. We continuously evaluate all suppliers and products on the basis of performance and cost. We may periodically grant or revoke our approvals of suppliers and designate new suppliers. We may change our criteria for approving suppliers.

Other Proprietary Products. We and our affiliates may in the future develop one or more proprietary products ("**Proprietary Products**"), which we define as products specifically designed for use in the operation of a Franchise Clinic. You are not required to purchase such Proprietary Products, but to maintain the integrity of the program, clinical outcomes and quality assurance standards, MLHC does require that you obtain written approval before purchasing such Proprietary Products from any supplier. At your request, we can make the Proprietary Products available to you in reasonable quantities in accordance with the procedures for ordering, handling and shipping that we may establish and at prices and on credit terms, if any, that we may determine, provided that you are in compliance with the Franchise Agreement and all other

agreements with us and any affiliate. For those products supplied by our affiliates or us, we commit to provide the Proprietary Products at competitive prices; however, we and our affiliates have the right to earn a reasonable profit on your purchases of our Proprietary Products.

Approved Products; Approved Suppliers. All products and equipment necessary for the operation of your Franchise Clinic, including, but not limited to, Clinic location, Clinic build out and equipping, goods, services, supplies, fixtures, inventory, supplements, educational products, nutraceuticals, proprietary products, and other items used, consumed or offered in connection with the Clinic, and such may be obtained, ordered, provided, or procured, at your discretion, from Approved Suppliers or other approved sources. Our affiliate, Max 3, currently is an Approved Supplier of homecare and nutraceuticals products that provide health and medical benefits from isolated nutrients and dietary supplements. Supplements and nutraceuticals are not required to be purchased by you, but if you offer any such products, they must be purchased from Approved Suppliers or other approved sources. We reserve the right to require purchases of products and services from Approved Suppliers, including Max 3.

Our Operations Manual contains the specifications for equipment and supplies. We will consider any request for the modification of a specification, or for the approval of equipment or supplies, if you submit a written request, to which we will respond within six months. You will bear all reasonable expenses incurred by us in connection with determining whether we will approve an item, service or supplier. The specifications we will need include quality, quantity, delivery, performance, design, appearance, durability, style, warranties, price range and other related restrictions. We consider the specifications to be of critical importance in meeting patient expectations. In the case of a modification, we may require, among other things, submission of sufficient specifications, photographs, drawings, samples and related information to determine whether the items will meet our specifications. We apply the following criteria, among others, in considering whether the supplier will be designated as an Approved Supplier:

1. Ability to produce the products, supplies or equipment to meet both our standards and specifications for quality and uniformity and our patient's expectations;

2. Production and delivery capabilities and ability to meet supply commitments;

3. Integrity of ownership (to ensure that its association with us will not be inconsistent with our image or damage our goodwill); and

4. Financial stability.

We reserve the right to periodically inspect or re-inspect any Approved Supplier, and to revoke our prior approval of an Approved Supplier if the supplier does not continue to meet our standards and criteria.

MLHC does not derive revenue from your purchases of products and services. Max 3 will derive revenue from your purchase of products and services to the extent you purchase such items from Max 3, as described above. For fiscal year ended December 31, 2021, Max 3 generated revenue of $3,953,605 as a result of purchases from MLHC franchises, which is 37.56% of Max 3's total revenue of $10,526,743. We estimate that the proportion of your purchases from us or our affiliates to all of your purchases of goods and services will be approximately 10% in establishing the Franchised Business and will be approximately 5% in operating the Franchised Business. No products or services are leased by us or any affiliates of us.

Insurance. You must procure, at your sole expense, and maintain in full force and effect during the term of the Franchise Agreement, insurance, as specified in the Franchise Agreement or the Operations Manual, naming us as additional insured and/or loss payee, in addition to any other insurance that may be required by applicable law, or any lender or lessor. The cost of such insurance may vary due to location, insurance carrier's offering, payment terms, your history, and other factors. You must provide us with copies of all required insurance at least 30 days prior to the opening of your Franchise Clinic and at least 30 days prior to the policy renewal date thereafter. Failure to procure and or maintain insurance, as specified in the franchise agreement or operations manual may impact the ability for you to continue operating your franchise.

Relation to Approved Suppliers. We will make reasonable efforts to offer equipment or supplies to you through volume contracts negotiated with manufacturers or others. We do not provide any material benefits to you based on your use of designated or Approved Suppliers, but you must use Approved Suppliers. We do not require you to participate in any purchasing or distribution cooperatives. We are not the only Approved Supplier of any particular good or service. Max 3 is an Approved Supplier with which we possess an interest by virtue of common ownership.

We may enter into arrangements with suppliers or vendors by which we may earn income to help offset the administrative costs we incur because of your purchases. It is our intent to leverage our purchasing power to lower costs to you while helping offset certain administrative expenses we incur.

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement. It will help you find more detailed information about your obligations in this Agreement and in other Items of this Disclosure Document.

Obligation	Section in Franchise Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Sections 4.2, 5.1(a), and 5.1(b)	Items 7 and 11
b. Pre-opening purchases/leases	Sections 5.4, 5.5, 5.6, 5.9, and 5.10	Items 6,7, 8 and 11
c. Site development and other pre-opening requirements	Sections 5.1(c) and 5.1(d)	Items 7, 8 and 11
d. Initial and ongoing training	Section 5.3	Items 6, 7 and 11
e. Opening	Section 5.1(d)	Items 6 and 11
f. Fees	Sections 3, 4.3, 4.4, 5.11, 5.14, 5.16, and 5.23	Items 5, 6, 7 and 11
g. Compliance with standards and policies/Operations Manual	Sections 5.12, 5.13, 5.14, and 5.22	Items 7, 8, 11, 13, 14, 15 and 16
h. Trademarks and proprietary information	Sections 5.9 and 5.19	Items 13, 14 and 17
i. Restrictions on products/services offered	Sections 5.4 and 5.5	Items 8 and 16
j. Warranty and patient service requirements	N/A	N/A
k. Territorial development and sales quotas	N/A	Items 1, 5 and 12

Obligation	Section in Franchise Agreement	Disclosure Document Item
l. Ongoing product/service purchases	Sections 5.4, 5.5, and 5.6	Items 8 and 16
m. Maintenance, appearance and remodeling requirements	Sections 5.1(f) and 5.1(g)	Items 7, 8 and 11
n. Insurance	Section 5.8	Items 7 and 8
o. Advertising	Sections 3.3, 3.4, and 5.7	Items 6, 7, 8 and 11
p. Indemnification	Section 5.19	Item 6
q. Owner's participation/ management/staffing	Sections 5.2 and 5.24	Items 11 and 15
r. Records and reports	Sections 5.13, 5.14, 5.15, 5.16, and 5.17	Items 6 and 17
s. Inspections and audits	Sections 5.16 and 5.17	Items 6 and 11
t. Transfer	Section 5.20	Items 6 and 17
u. Renewal	Section 2.2	Item 17
v. Post-termination obligations	Section 7	Item 17
w. Non-competition covenants	Section 5.20	Item 17
x. Dispute resolution	Section 8	Item 17
y. Guarantee	Attached to Franchise Agreement	Item 17

ITEM 10
FINANCING

MLHC may, at its discretion, make loans available to franchisees for the estimated initial investment. The rates on this loan will be the Wall Street Journal-published Prime Rate, plus three, five or seven percentage points per annum dependent on the review of the credit profile of the franchisee. MLHC reserves the right to offer financing at alternate rates of interest in the event that the franchisee's credit profile merits different treatment under MLHC's underwriting guidelines. Initially, the loan will be in the form of a revolving loan that the franchisee may receive advances from time to time. After ninety days following the opening of your clinic, the revolving loan will automatically convert to a term loan unless such conversion is not approved by the lender or a default has occurred under the revolving loan facility. Under the revolving loan, interest will accrue on the unpaid principal balance of the loan and then be added to the unpaid principal balance of the loan on a monthly basis. Following the conversion of the credit facility to a term loan, principal and interest will be due on the term loan in an amount sufficient to amortize the term loan by the maturity date. The precise maturity date, availability under the revolving and term facility, amount of repayments and other economic terms are dependent on, among other things, the franchisee's independent credit profile and individual needs, and the MLHC's cost and availability of funds at the time of execution of the loan documents. Prepayment is permitted under both the revolving facility and the term loan facility without premium or penalty. The obligations under the loan documents will be secured by an "all assets" type security interest in the assets of the franchisee which will include, among other things, equipment, signage, décor and inventory. MLHC and/or its affiliate will prepare all the necessary documents and will handle the processing, payments, customer service, and collections according to standards developed by us or our affiliate.

All outstanding loans you owe us shall be due and payable at the termination of the Franchise agreement, whether by you or by us, and whether termination was made with or without cause.

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

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

Our Pre-Opening Obligations

Before you begin operating your Franchise Clinic:

Site Selection Assistance. We will, through an approved vendor, provide location services to assist you in locating and leasing a suitable chiropractic office, designing and implementing tenant improvements to the chiropractic office, and selecting appropriate equipment for the chiropractic office. You are responsible for paying this vendor's fees and reasonable expenses. (Franchise Agreement - Sections 4.2 and 5.1). We do not typically own the premises leased by franchisees.

Site Selection Procedure. We will work with you to select a target market or city for your chiropractic office. Location services involve our assisting you in locating and leasing a suitable chiropractic office, designing and implementing tenant improvements to the chiropractic office, and selecting appropriate equipment for the chiropractic office. The lease for office space, any contracts for the design and construction of tenant improvements, and any lease or contract to purchase equipment shall be between you and third parties, with MLHC neither being a party nor being subject to any liability under these contracts.

MLHC must approve the target market or city. Thirty to ninety days before commencement of training, you must provide us a list of potential locations, we will select one of your potential locations or a location that is different than the three potential locations that you submit. We may refuse to accept a proposed site for any reason, in our sole and absolute discretion, and require you to propose alternative sites. You will be responsible for all costs related to the location selection process. You are responsible for MLHC's site selection vendor's travel expenses.

All of the potential locations must be in the same city or metropolitan area. You will bear all of the expenses that you incur in finding potential locations. We will not unreasonably withhold approval of a site that meets our standards for general location and neighborhood, traffic patterns, parking size, layout, and other physical characteristics for your chiropractic office. In approving your chosen site, we will evaluate and consider, among other things, other building tenants, traffic patterns, visibility, market demographics, signage, density, and competition near the site. If we disapprove of the proposed site, you must select another site, subject to our consent. You may not relocate your Franchise Clinic without our prior written consent. Our approval of a proposed site is not, and should not be deemed, a judgment by us concerning the likelihood of success of a Franchise Clinic at the location, or the relative desirability of the site in comparison to other sites. We will consider the following aspects of a potential site: 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. (Franchise Agreement paragraph 5.1)

Approval of Site Lease. Upon selecting a potential site, we will consult with you on obtaining a lease as soon as practicable. You are responsible for negotiating the terms of your lease. We will assist you with those negotiations and assist you to develop a Letter of Intent ("LOI")

with your landlord. You may use MLHC's standard lease form if your landlord will accept it. You will be responsible for all leasing costs, including but limited to, any rent, security deposit, or leasing commission. We or MLHC's site selection vendor will review any proposed lease to determine if the terms meet MLHC's criteria established from time to time. You must complete your own independent review of any proposed lease. We recommended that you use the services of a real estate attorney in your jurisdiction to review any proposed lease or purchase agreement for any site that we have accepted. (Franchise Agreement paragraph 5.1).

Initial Training. Within 30 days after your signing of the Franchise Agreement, or a mutually agreed upon date, we will determine a training location. We will provide initial training in the System and our policies and procedures to you, or your Operating Principal, if you are an Entity ("**Operating Principal**"), your Head Licensed Practitioner of the Franchise Clinic (the **"Head Licensed Practitioner"**), and any other employees that we designate. Operating Principal and Licensed Practitioners must attend Initial Training. Other employees may attend training upon our approval. Initial Training is offered on a quarterly basis. You must complete the Initial Training to our satisfaction. You must open your Franchise Clinic no later than 90 days after the completion of Initial Training, unless we grant you an extension of time in writing.

During Initial Training you will be required to spend up to 5 months in a training clinic in Columbia, South Carolina or other location we designate, where you will receive specific classroom training at Capital City Chiropractic, an MLHC Franchise clinic. The Initial Training will include national subject matter experts ("**Centralized Training**"). Portions of training are on-the-job ("**OTJ Training**"). The OTJ Training portion of the training program is individually tailored to each franchisee. At no time during your OTJ Training will you be or considered to be an employee of MLHC or the clinic where the OTJ Training will take place.

Initial Training generally will begin after you have signed the Franchise Agreement and passed the local and state board examinations necessary for you to open and operate a Clinic in the state where the Franchise Clinic will be located. You must pay your travel, lodging and meal expenses for any training that you attend. (Franchise Agreement - Section 4.3).

TRAINING PROGRAM

Subject	Hours Of Classroom Training	Hours Of On-The-Job Training	Location
External Marketing	32		Regional Training Center Columbia, SC
Internal Marketing	16		Regional Training Center Columbia, SC
Patient Communication	48		Regional Training Center Columbia, SC
Technique	16		Regional Training Center Columbia, SC
X-Ray Analysis	8		Regional Training Center Columbia, SC
Compliance, Billing, and HER	16		Regional Training Center Columbia, SC
Community Outreach, Marketing, and Presentation Training		312	Columbia, South Carolina

Patient Care		312	Regional Training Center as Assigned by Trainer Columbia, SC or Lexington, SC
Total Training Hours	136	664	

The instructional materials used in Initial Training are in our Operations Manual and other classroom training manuals produced by us. The following instructors will lead your Initial Training:

Sarah Losby, D.C., Instructor and Owner of Capital City Chiropractic and MaxLiving Lexington. Dr. Sarah Losby was the valedictorian of her class at Palmer University. Shortly after graduation, she attended our training program. She opened her clinic, Capital City Chiropractic, in Columbia, SC in 2010. She has operated her practice as an MLHC franchise since the opening of her clinic.

Mark Losby, Owner and Chief Operating Officer of Capital City Chiropractic. Mark Losby is the CEO of Capital City Chiropractic and MaxLiving Lexington. He left his engineering and management career to join Capital City Chiropractic in 2010.

If you desire to have non-required persons attend any training program offered to you (provided we give you our prior written consent), then you must pay us an attendance fee, in such amount as we may establish, before we provide the training. Such fees are not included in the Initial Franchise Fee, and are payable to us in a lump-sum, and is not refundable in whole or in part under any circumstances.

By allowing you to be a candidate for a MLHC franchise, we do not guarantee that you are qualified to become a MLHC franchise. We will select an approved franchisee based on numerous factors that we generally take into account when considering a franchise applicant, and during a potential franchisee's performance during the Initial Training and any other factors we determine are relevant to the qualification process, all of which we will determine in our sole discretion.

If we elect to terminate your Franchise Agreement prior to the completion of your training, so long as such termination was not as a result of your breach of the Franchise Agreement, then we may, but are not required to, refund your Initial Franchise Fee paid to us, after deducting any amount you owe to us, including reimbursement for our costs and expenses, and for the reasonable cost associated with your training expenses incurred through the termination date.

If you terminate your Franchise Agreement prior to the completion of your training, whether such termination was made with cause or without cause, then we may keep as a termination fee, and not as punitive or liquidated damages, an amount up to the entire Initial Franchise Fee, but in no event less than an amount equal to 50% of the Initial Franchise Fee, after deducting any amount you owe to us, including reimbursement for our costs and expenses, and for the reasonable cost associated with your training expenses incurred through the termination date.

Operations Manual. We will furnish you with one copy of, or electronic access to, our Operations Manual, on loan for as long as a franchise agreement or a successor franchise agreement remains in effect. We reserve the right to furnish all or part of the Operations Manual to you in electronic form and to establish terms of use for access to any restricted portion of our Website. (Franchise Agreement - Section 4.1)

We may amend, modify, or supplement the Operations Manual at any time, so long as such amendments, modifications, or supplements will, in our good faith opinion, benefit us and our existing and future franchisees or will otherwise improve the System. You must comply with revised standards and procedures within 30 days after we transmit the updates. (Franchise Agreement - Sections 4.1 and 5.13) The Operations Manual is confidential and remains our property. We may modify the Operations Manual from time to time, but these modifications will not alter your status and rights and obligations under the Franchise Agreement. The table of contents of the Operations Manual is attached as Exhibit C to this disclosure document. The Operations Manual includes a total of 226 pages.

Approve Opening. The typical length of time between executing the franchise agreement and commencing business is nine months. Factors affecting this estimate include locating a suitable site, completing Initial Training, obtaining required permits, and obtaining additional financing, if necessary. We will approve your Franchise Clinic opening, provided that you have met all of our requirements for opening, including, but not limited to, providing us with a certificate of occupancy and proof of your building the Franchise Clinic in compliance with the plans that we approved. (Franchise Agreement - Section 5.1(d))

Hiring Process. We do not assist you in the hiring process for your Franchise Clinic.

Pre-opening Purchases. You will need to purchase or lease chiropractic equipment for the operation of your Site, including x-ray equipment and accessories, digital imaging equipment, chiropractic tables and scanners. You must purchase or lease this equipment from our approved vendors as set forth in the Operations Manual. We do not deliver or install this equipment.

Ongoing Assistance. During the operation of your Franchise, we may provide research and development support for new products you may offer, marketing support to drive potential patients to MLHC franchise clinics on a system-wide basis, and identification of approved vendors as set forth in our Operations Manual. Additionally, during the operation of your Franchise:

Additional Training. We may periodically conduct advanced training programs for you, your Operating Principal, your Head Licensed Practitioner(s), and/or your employees at our office or another location that we designate. We may provide additional training in person, via recorded media, via teleconference, via the Internet, via webinar, or by any other means, as we determine. You must pay any fees related to such programs and your expenses incurred in connection with attending and completing any additional training. If the additional training takes place at your franchised clinic, you will pay our instructor's travel expenses. (Franchise Agreement - Section 3.8)

Advertising and Promotional Fund Management. All franchisees must pay us Advertising and Promotional Fees (the "Marketing Fee") equal to 1% of your Gross Sales of products and services sold in your Franchise Clinic. (Franchise Agreement – Section 3.3 and 5.7) Collected Marketing Fees will be contributed to a marketing fund ("Marketing Fund") that will be used to meet all costs of administering, directing, preparing, placing and paying for national, regional or local advertising. Advertising may include online advertising via the internet or social media, print, radio and television commercials, videotapes, newspaper advertisements, posters, artwork, and other promotional activities. Coverage of advertising may be local, national, or regional in scope. The source of advertising may be our in-house advertising staff or an outside advertising agency, the expenses for which will be paid for out of the Marketing Fund.

The Marketing Fund is maintained in an account separate from MLHC income and revenue accounts. We administer the Marketing Fund. Marketing Fees paid to us will not be utilized to directly promote the sale of MLHC franchises. We may use monies in the Marketing Fund and any earnings on the Marketing Fund account for any costs associated with advertising (media and production), branding, marketing, public relations and/or promotional programs and materials, and any other activities we believe would benefit Clinics generally, including advertising campaigns in various media; mail order brochures and magazines; creation and maintenance of a website(s); direct mail advertising; market research, including, without limitation, customer satisfaction surveys; branding studies; employing advertising and/or public relations agencies; purchasing promotional items; conducting and administering promotions, contests, giveaways, public relations events, and community involvement activities; creation of clinic marketing materials such as toolkits and perspectives; and providing promotional and other marketing materials and services to our franchisees. No part of the Marketing Fund will be used for solicitation of franchise sales. We have the right to direct all marketing programs, with the final decision over creative concepts, materials, and media used in the programs and their placement. We currently do not have any advertising council composed of franchisees.

Any sales materials and other materials produced with Marketing Fund monies will be made available to you without charge or at a reasonable cost. The proceeds of the sale of such materials in excess of our related expenses will also be deposited into the Marketing Fund. We will not use any contributions to the Marketing Fund to defray our general operating expenses, except for reasonable administrative costs and overhead we incur in activities reasonably related to the administration of the Marketing Fund or the management of Marketing Fund-supported programs (including the pro-rata amount of salaries of our personnel who devote time to Marketing Fund activities and retainers and fees for outside agencies).

We are not required to have an independent audit of the Marketing Fund completed. We will prepare an unaudited statement of contributions and expenditures for the Marketing Fund and make it available, upon request, within sixty (60) days after the close of our fiscal year to all franchisees. We may use monies in the Marketing Fund to pay for an independent audit of the Marketing Fund, if we elect to have one completed.

During the last fiscal year of the Marketing Fund (ending December 31, 2021), the Marketing Fund spent 69% on national media placement, 5% on promotional materials, and 26% on Administration.

Approval of Advertising and Promotional Materials. You must submit to us, for our approval, all materials that you wish to use for local advertising, unless we have approved the materials before or they consist only of materials we provided. All materials containing Proprietary Marks must include the designation ^{SM} (service mark), ™ (trademark), ® (registered trademark), © (copyright), as applicable, or any other designation we specify. We may require you to withdraw and/or discontinue the use of any promotional materials or advertising, even if we have previously approved them. We must make this requirement in writing, and you have five days after receipt of our notice to withdraw and discontinue use of the materials or advertising.

Advertising Cooperatives. Although not obligated to do so, we may create a cooperative advertising program ("**Cooperative Advertising Program**") for the benefit of franchisee Clinics. We have the right to determine the composition of all geographic territories and market areas for the implementation of a Cooperative Advertising Program and to require that you participate in the Cooperative Advertising Program when established. If a Cooperative Advertising Program is implemented on behalf of a particular region, we reserve the right to establish one or more

advertising cooperatives for a particular region to enable the cooperative to self-administer the Cooperative Advertising Program, and you will participate in the cooperative according to the cooperative's then-current rules and procedures and abide by the cooperative's then-current decisions. We have the authority to form, dissolve, change, merge and reform the Cooperative Advertising Program and any other cooperative.

Inspections. We may inspect the operation, premises and inventory of the Franchise Clinic and advise you of the results of each such inspection. If we have not inspected your Franchise Clinic in the past 12 months and you would like to have an inspection performed, you may notify us in writing and we will conduct an inspection within three months after your request. (Franchise Agreement - Section 4.6)

Websites. We have registered the domain name www.maxliving.com. We maintain this domain name to advertise and promote our franchise locations as well as to provide electronic access to certain training and support resources.

Max 3, an affiliate, also provides an integrated web platform for Franchisee, the cost of which is included in your Initial Franchise Fee. The branded MaxLiving site, content management, database marketing tools and integrated shopping cart functionality are all included in this integrated web platform. Franchisees would also receive a discount on product purchases and an integrated affiliate commission structure for patient purchases through the integrated web platform. Participation in this web platform is a requirement. You may not independently maintain an independent web site, or advertise and promote your Franchise Clinic, on the internet or any comparable electronic network on any platform that is not authorized and approved by us.

Computer System. You must obtain and use in your Franchise Clinic a computer system, which includes our proprietary software, our chiropractic practice partner software, point-of-sale software (from our approved list of vendors), and a high-speed Internet connection ("**Computer System**"). The estimated cost to obtain the Computer System is $4,900 to $6,400. The Computer System will generate reports on the sales of your Franchise Clinic, and the costs may vary based on the size and configuration of your Franchise Clinic. You must obtain the Computer System from our affiliate or an Approved Supplier, with our specifications as set forth in the Operations Manual. Upon expiration of the initial support package, we will require that you purchase from our affiliate or an Approved Supplier, a maintenance plan, repair program, or an upgrade or updated service contract for the Computer System.

We reserve the right to change the Computer System at any time. There are no contractual limitations on the frequency and cost of this obligation. We need not reimburse you for any of these costs. We have independent, unlimited access to the information generated by the Computer System. There are no contractual and/or ownership limits imposed upon our access to the information gathered in the Computer System, except for those imposed by applicable law, including laws and regulations concerning patient privacy. We, or our affiliates, require you to sign the 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 concerning, the software or technology.

Unless we expressly provide otherwise in writing, we do not warrant any required computer hardware or software, and we disclaim all implied warranties to the extent permitted by law. Neither we nor any affiliate is obligated to provide ongoing maintenance, repairs, upgrades or updates to any component of your computer system. You should determine for yourself whether or not any third-party supplier from whom you purchase any component of your computer

system is obligated to, or offers to, provide ongoing maintenance, repairs, upgrades or updates to any component of your computer system, and determine the additional cost for the services.

You must have Internet access in order to communicate with us and to transfer data to approved suppliers. You must arrange for e-mail service within five days of opening for business so that we can communicate with you electronically, and you must continuously maintain a functioning email address to facilitate quick and efficient communication with us. You must also maintain a high-speed Internet connection, such as cable, DSL, or fractional T1 with a minimum of 10 mbs upload and download speeds.

ITEM 12
TERRITORY

You will **not** receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Your Franchise is for the specific Site that we approve. You will have no exclusive rights to any territory. However, until expiration or termination of the Term, neither we nor any of our affiliates will establish or license anyone to establish a Franchise Clinic within a five-mile radius of the Site, or within such radius as encompasses 100,000 people, whichever is smaller (the "Territory"). We will provide you with a map recording your Territory within 30 days of the execution of the Franchise Agreement. You may face competition from other Maximized Living franchisees, from other businesses that we do not own or control, or from other channels of distribution or competitive brands that we control.

Except as provided in Section 1.3 of the Franchise Agreement and in this Item 12, we and our affiliates have the right to conduct any business activities, under any name, in any geographic area, and at any location, regardless of the proximity to or effect on your Franchise Clinic. For example, we reserve the right to:

(a) establish or license franchises and/or company-owned Franchise Clinics or outlets anywhere offering similar or identical products, services, and classes (i) under the Proprietary Marks anywhere outside of the Territory or (ii) under names, symbols, or marks other than the Proprietary Marks anywhere, including inside and outside of the Territory;

(b) sell or offer, or license others to sell or offer, any products, services, or classes using the Proprietary Marks through alternative distribution channels, including, without limitation, through e-commerce, in retail stores, via recorded media, or via broadcast media, anywhere, including inside and outside of the Territory;

(c) advertise, or authorize others to advertise, using the Proprietary Marks anywhere, including inside and outside of the Territory; and

(d) open, acquire, be acquired by, or merge with other companies with chiropractic and/or holistic health services clinics and/or other parties anywhere, including inside or outside of the Territory, and (i) open or convert the other such clinics to the Maximized Living Health Centers name or use any MaxLiving trademarks or branded materials, (ii) permit the other such clinics to operate them under another name, and/or (iii) permit the other such clinics to operate under another name and convert existing Franchise Clinics to such other name.

We are not obligated to compensate you for soliciting or conducting business within your territory. We do not have any plans to operate or franchise a similar business using the System under different Marks.

You do not have the right to open additional Franchise Clinics nor do you have any rights of first refusal on any other location. You do not have the right to use the Proprietary Marks or the System at any location other than the Site or in any wholesale, e-commerce, or other channel of distribution besides the retail operation of the Franchise Clinic at the Site.

If you would like to relocate your Franchise Clinic, you must submit a submittal package and receive our written approval. Our approval will not be unreasonably withheld, provided that (i) the new location for the Franchise Clinic premises is satisfactory to us and your key vendors, (ii) your lease, if any, for the new location complies with our then-current requirements, (iii) you comply with our then-current requirements for constructing and furnishing the new location, (iv) the new location will not, in our opinion, materially and adversely affect the Gross Sales of any other Franchise Clinic, (v) you have fully performed and complied with each provision of the Franchise Agreement within the last three years prior to, and as of, the date we consent to such relocation, (vi) you are not in default under your Franchise Agreement, whether or not formal notice has been provided, at the date we consent to relocation, and (vii) you have met all of our then-current training requirements. If you lose your lease, you must secure our approval of another site and enter into a lease for the new approved site within 90 days after you lose your site lease. You must pay us a relocation fee as specified in Item 6. There are no geographical limitations on where new patients can be solicited.

ITEM 13
TRADEMARKS

You are granted the right to operate a business specializing in the operation of Franchise Clinics under the trademark MAXLIVING® (the "**Principal Mark**"), and other Proprietary Marks, including trademarks, service marks, associated designs, artwork and logos. We may require you to use the Proprietary Marks in conjunction with other words or symbols or in an abbreviated form. On March 5, 2019, the Principal Mark was registered on the United States Patent and Trademark Office ("USPTO") principal register, registration number 5,692,773. Neither MLHC nor any of its subsidiaries or affiliates owns a federal or state registration for the MaxLiving logo so there are no legal benefits or rights of a federally registered trademark for that logo.

All required affidavits of use and renewals have been filed.

We own the Proprietary Marks, including the Principal Mark. We license others to use the Proprietary Marks in the United States. All required affidavits of use and renewals have been filed. MLHC does not know of any superior prior rights or of any infringing uses that could materially affect your use of the Proprietary Marks.

You may also use certain of the other Proprietary Marks owned by or licensed to us in the operation of your Franchise Clinic. You must use the Proprietary Marks only in strict accordance with the Franchise Agreement and Operations Manual, advertise only under Proprietary Marks that are designated by us and use the Proprietary Marks without prefix or suffix. You cannot use any Proprietary Mark or any derivation of any Proprietary Mark as part of your corporate or other entity name or with modifying words, designs or symbols. Upon receipt of notice from MLHC, you must discontinue, alter or substitute any of the Proprietary Marks as we direct.

You must promptly notify us if any other person or Entity attempts to use any of the Proprietary Marks or any colorable imitation of any of the Proprietary Marks. You must immediately notify us of any infringement of or challenge to your use of any of the Proprietary Marks. We will have the right to take any action that it deems appropriate, but the Franchise Agreement does not require us to take any action to protect your right to use any of the Proprietary Marks. We will have the right to control any administrative proceeding or litigation related to the Proprietary Marks. The Franchise Agreement does not require us or any of our affiliates to participate in your defense and/or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving any of the Proprietary Marks, including without limitation any claim of infringement or unfair competition, or if the proceeding is resolved unfavorably to you.

If we decide that you should modify or discontinue using any of the Proprietary Marks, or use one or more additional or substitute service marks or trademarks, you must comply with our directions, and neither we nor any of its affiliates will have any obligation to reimburse you for the cost of complying with our directions.

We are not aware of any currently effective material determinations of the PTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, or any pending infringement, opposition, or cancellation or any pending material litigation involving the Marks.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

MLHC owns no rights in, or licenses to, any patents or patent applications.

Except as provided below, we own no rights in, or licenses to, any copyrights. We have not registered any copyrights with the United States Copyright Office. However, we claim copyrights with respect to our Initial Training curricula, advertising and marketing materials and Operations Manual, as well as other materials MLHC may periodically develop. There are no determinations of the Copyright Office or any court regarding any of MLHC's copyrights. There are no agreements limiting the use of any copyrights by MLHC.

Any copyrights used by you in the Franchise Clinic belong solely to us or our affiliates. You agree to notify us in writing of any suspected infringement of our or our affiliates' copyrights. We and our affiliates have exclusive rights to bring an action for infringement and retain any amounts recovered with respect to such action, and to control any infringement proceeding whether brought by or against us or you. We have no obligation to defend or otherwise protect you against any claims involving any copyright, including without limitation any copyright infringement claim, or to indemnify you for any losses you may incur as a result of our copyrights infringing the rights of any other copyright owner. If so requested by us, you will discontinue the use of the subject matter covered by any copyright used in connection with the franchise.

During the term of your Franchise Agreement, we or our affiliates may disclose in confidence to you, either orally or in writing, certain trade secrets, know-how and other confidential information (collectively, **"Proprietary Information"**) relating to the management, operation or promotion of your Franchise. You may not, nor may you permit any person or Entity to, use or disclose any Proprietary Information (including any portion of the Operations Manual) to any other person, except to the extent necessary for your employees to perform their functions in the operation of your Franchise Clinic. You must take reasonable precautions necessary to protect

Proprietary Information from unauthorized use or disclosure, including conducting orientation and training programs for your employees to inform them of your obligation to protect Proprietary Information and their related responsibilities and obligations. If we or our affiliates so request, you must obtain from your officers, directors, employees, shareholders, and equity owners confidentiality agreements in a form satisfactory to us or our affiliates. You will be responsible for any unauthorized disclosure of Proprietary Information by any person to whom you have disclosed Proprietary Information.

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

At all times that your Franchise Clinic is open for business, it must be under the personal, on-premises supervision of either you or your Head Licensed Practitioner. You and your Head Licensed Practitioner must successfully complete our training program and any other training programs that we may require. You may not permit your Franchise Clinic to be operated, managed, directed, or controlled by any other person without our prior written consent.

Your Head Licensed Practitioner must sign a confidentiality agreement, noncompete agreement and business associate agreement.

Each individual with direct or indirect ownership interest in your Entity must sign the Payment and Performance Guarantee (the **"Guarantee"**) attached to the Franchise Agreement, assuming and agreeing to discharge all obligations of the franchisee under the Franchise Agreement and agreeing to comply with the Proprietary Information (Section 5.19), indemnification (Section 5.20), covenant not to compete (Section 5.21), and transfer and assignment (Section 5.22) provisions of the Franchise Agreement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

As a franchisee, you must offer and sell only those services and products we have approved for your franchise. You may also offer all other goods and services that we designate for your franchise. You may not offer or sell any goods, services, equipment, or products outside of our own products without our explicit written consent. We may add new or additional products and services that you may offer at your franchise. There are no restrictions in the Franchise Agreement on our rights to do this. All advertising, signs, promotional materials, decor and other related items we designate must have the Marks in the form we specify and be in compliance with the current brand standards and specifications. All medical and chiropractic related decisions, acts or omissions made by, or in connection with, any person in any way associated with you or your franchise will be the decisions of the individual professionals involved and will not be affected by or attributed to us.

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

The table below lists certain important provisions of the Franchise Agreement. You should read these provisions in the form of Franchise Agreement attached to this Disclosure Document as Exhibit A.

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 2.1	Ten years from the effective date of your Franchise Agreement.
b. Renewal or extension of the term	Section 2.2	If you meet the conditions, you may enter into two successor five-year terms.
c. Requirements for franchisee to renew or extend	Section 2.2	You have notified us of your intent to renew at least 180 days in advance but no more than 270 days in advance; you deliver to us a fully executed franchise agreement on our then-current form of franchise agreement, which you acknowledge may contain terms materially different than those contained in this Agreement, including, but not limited to, higher rates of Royalty Fees and other fees and charges; you renovate the Franchise Clinic, at your expense, to conform the decor, color schemes, storefront, signage, and presentation of the Proprietary Marks to our then-current image and, if necessary, in our sole and absolute discretion, you update and replace the equipment, furniture, and fixtures to meet our then-current specifications; you execute a general release, in a form we prescribe, of any and all claims against us, our affiliates, our past, present, and future officers, directors, shareholders, managers, members, and employees arising out of, or relating to, your Franchise Clinic; you, your Operating Principal and/or Head Licensed Practitioner have completed our then-current training requirements; you have secured from your landlord the right to continue operating at the Site; you have substantially and timely complied with the Franchise Agreement during the term; no Event of Default (as defined in the Franchise Agreement) or event which, with the giving of notice or passage of time or both, would become an Event of Default, exists; and you have paid us the Successor Fee. You may be asked to sign a Franchise Agreement with materially different terms and conditions from your original Franchise Agreement.
d. Termination by franchisee	Section 6.6	Prior to training only. We may, but are not obligated to, refund a portion of your Initial Franchise Fee if the Franchise Agreement is terminated prior to the commencement of training. If the Franchise Agreement contains a provision that is inconsistent with applicable law, the law will control. If franchisee terminates within the 60 day period prior to the commencement of training, we may retain (or you shall pay) in addition to all other amounts due or payable, $2,500.00 to us.
e. Termination by us without cause	Not applicable	
f. Termination by us with cause	Section 6.1	Breaches as described in the Franchise Agreement.
g. “Cause” defined – curable defaults	Section 6.1	If an event of default occurs, as defined in Item 17(h) below, we are not obligated to allow you to cure the default.
h. “Cause” defined – noncurable defaults	Section 6.1	You fail, refuse, or neglect to pay any monies owing to us or our affiliates or fail to make sufficient funds available to us

Provision	Section in Franchise Agreement	Summary
		within ten days after receiving written notice of your default or 30 days after due date of the payment, whichever is the shorter period, or you have previously been given at least two notices of nonpayment for any reason within the last 24 months and you subsequently fail to timely pay when due any monies; you are more than 60 days past due on your obligations to suppliers and trade creditors in an amount exceeding $2,000, unless you have given us prior notice that the failure to pay is a result of a bona fide dispute with such supplier or trade creditor that you are diligently trying to resolve in good faith; you or any owner make any material misrepresentations or omissions in connection with your application to us for the franchise, the Franchise Agreement, or any related documents, or you submit to us any report or statement that you know or should know to be false or misleading; you underreport Gross Sales by more than two percent two or more times in any two-year period or by five percent or more for any period of one month or greater; you refuse to permit, or try to hinder, an examination or audit of your books and records, the Franchise Clinic, or the Site as required by the Franchise Agreement; you fail to timely file any periodic report required in the Franchise Agreement or the Operations Manual three or more times in a 12-month period, whether or not you subsequently cure the default; you fail to submit information regarding the proposed Site or you fail to obtain our acceptance for a Site within the time periods specified in the Franchise Agreement; your required trainees fail to complete Initial Training to our satisfaction by the opening deadline specified in the Franchise Agreement; you fail to deliver to us the completely executed Site lease and related documents within ten days after execution of the Site lease; you fail to open for business by the opening deadline specified in the Franchise Agreement; you fail to make changes to the Site and the Franchise Clinic as required in the Franchise Agreement within 90 days of our request; you fail to maintain possession of the Site and fail to secure our approval of and enter into a lease for a new accepted Site within 90 days after the expiration or termination of your Site lease; you voluntarily suspend operation of the Franchise Clinic without our prior written consent for five or more consecutive business days on which you were required to operate, unless we determine, in our sole and absolute discretion, that the failure was beyond your control; you use any of the Proprietary Marks or any other identifying characteristic of us other than in the operation or advertising of the Franchise Clinic; except as permitted in the Franchise Agreement, you disclose or divulge the contents of the Operations Manual or other trade secrets or Proprietary Information; you become insolvent or make an

Provision	Section in Franchise Agreement	Summary
		assignment for the benefit of your creditors, execution is levied against your business assets, or a suit to foreclose any lien or mortgage is instituted against you and not dismissed within 30 days; you, any owner, or any of your officers or directors are convicted of or plead nolo contendere to a felony, a crime involving moral turpitude or consumer fraud, or any other crime or offense that we believe is likely to have an adverse effect on our franchise system, the Proprietary Marks and any associated goodwill, or the System, or you, any owner, or any of your officers or directors has engaged in or engages in activities that, in our reasonable opinion, have an adverse effect on our franchise system, the Proprietary Marks and any associated goodwill, or the System; except as permitted in the Franchise Agreement, any transfer of the Franchise Clinic; you or any owner violates the covenants not to compete as provided in the Franchise Agreement; you breach or fail to comply with any law, regulation, or ordinance which results in a threat to the public's health or safety and fail to cure the non-compliance within 24 hours following receipt of notice thereof from us or applicable public officials, whichever occurs first; you default under any other franchise agreement or other agreement between you and us or our affiliates, provided that the default would permit us or our affiliate to terminate that agreement; you breach or fail to comply with any other covenant, agreement, standard, procedure, practice, or rule prescribed by us, whether contained in the Franchise Agreement, in the Operations Manual, or otherwise in writing and fail to cure such breach or failure to our satisfaction within 30 days (or such longer period as applicable law may require) after we provide you with written notice of the default; or you are in default three or more times within any 18-month period, whether or not the defaults are similar and whether or not they are cured.
i. Franchisee's obligations on termination/non-renewal	Section 7	Pay all amounts due to us or our affiliates; discontinue use of the Marks and the System; return Proprietary Information and Operations Manual; cease identification as a Franchise Clinic; complete de-identification of the Site; promote a separate commercial identity; and comply with noncompete covenants (also see (p) and (q) below).
j. Assignment of contract by us	Section 4.7	No restriction on our right to assign.
k. "Transfer" by franchisee – definition	Section 5.22	Includes transfer of the Franchise Agreement, any interest in the Franchise Agreement, the license to use the System and the Proprietary Marks, the Franchise Clinic or substantially all of the assets of the Franchise Clinic, or an interest in the ownership of the Franchise Clinic (if you are an Entity).

Provision	Section in Franchise Agreement	Summary
l. Our approval of transfer by franchisee	Section 5.22	Franchisee may not transfer without Franchisor's prior written consent.
m. Conditions for our approval of transfer	Section 5.22	You pay a non-refundable deposit of $3,000 to cover our administrative costs incurred in reviewing the transfer, which will be applied toward your Transfer Fee in the event that the transfer is completed; you satisfy all of your accrued monetary obligations to us; you are in compliance with all obligations to us under the Franchise Agreement and any other agreement that you have with us and our affiliates as of the date of the request for our approval of the transfer, or you must make arrangements satisfactory to us to come into compliance by the date of the transfer; you and your owners execute a general release, in a form that we prescribe, in favor of us, our affiliates, and our and our affiliates' past, present, and future officers, directors, managers, members, equity holders, agents, and employees, releasing them from all claims, including without limitation claims arising under federal, state, and local laws, rules, and regulations; you and your owners agree to remain liable for all of the obligations to us in connection with the Franchise Clinic arising before the effective date of the transfer, and execute any and all instruments that we reasonably request to evidence such liability; you and all your owners agree in writing to be bound by the provisions of Sections 5.9 (Intellectual Property), 5.19 (Proprietary Information), 5.20 (Indemnification), and 5.21 (Your Covenant Not to Compete) of the Franchise Agreement, as if you or they were the Franchisee and the Franchise Agreement had expired or terminated as of the effective date of the transfer; you provide us with written notice from your landlord indicating that your landlord has agreed to transfer your Site lease to your transferee; you pay to us the Transfer Fee; your proposed transferee demonstrates to our satisfaction that it meets all of our then-current qualifications to become a franchisee; your proposed transferee enters into a written assignment, in a form satisfactory to us, assuming and agreeing to discharge and guarantee all of your obligations under the Franchise Agreement; your proposed transferee executes our then-current franchise agreement for new franchisees; your proposed transferee successfully completes our then-current training requirements at its expense; your proposed transferee makes arrangements to modernize or upgrade the Franchise Clinic, at its expense, to conform to our then-current standards and specifications for new Franchise Clinics; your proposed transferee covenants that it will continue to operate under the Proprietary Marks and use the System; and, if the proposed transferee is an Entity, its owner

Provision	Section in Franchise Agreement	Summary
		or owners of a beneficial interest in the transferee must execute our then-current form of personal guarantee.
n. Our right of first refusal to acquire franchisee's business	Section 5.22(g)	We can match any offer for your Franchise Clinic, the Franchise Clinic's assets, or any ownership interest, except for certain transfers to spouses, children, or existing owners.
o. Our option to purchase your business	Sections 7.5 and 7.6	For 30 days after the Franchise Agreement terminates or expires, we can purchase any or all of the inventory, supplies, equipment, signs, and fixtures related to the operation of your Franchise Clinic for the fair market value of the assets, less any amounts then owing to us. We also may assume your lease or sublease or equipment leases.
p. Death or disability of franchisee	Section 5.22(f)	Executor or representative must transfer your interest to a third party approved by us within 120 days.
q. Non-competition covenants during the term	Section 5.20(a)	You and your owners may not: own, manage, engage in, be employed by, advise, make loans to, or have any other interest in any business that offers chiropractic or related services at any location in the United States (a "**Competitive Business**"); divert or attempt to divert any business or customer or potential business or customer of the Franchise Clinic to any Competitive Business, by direct or indirect inducement or otherwise; perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System or use any vendor relationship established through your association with us for any purpose other than to purchase products or equipment for use or retail sale in the Franchise Clinic.
r. Non-competition covenants after the Franchise Agreement is terminated or expires	Section 5.20(b)	For three years after the expiration or termination of the Agreement, you and your owners may not, without our prior written consent, communicate, reveal, or use for your or anyone else's benefit, any trade secrets, knowledge, procedures, methods, systems, or other confidential business or other information imparted by us or used in the System.
s. Modification of the agreement	Section 9.2	Except for modifications to the Operations Manual, no modifications unless agreed to in writing by both parties.
t. Integration/merger clause	Section 9.1	Only the terms of the Franchise Agreement and related written documents are binding (subject to state law). Any other promises may not be enforceable. No claim made in any franchise agreement is intended to disclaim the express representations made in this Franchise Disclosure Document.
u. Dispute resolution by arbitration or mediation	Section 8	Any controversy, claim or dispute arising out of or relating to the Franchise Agreement or its breach, including, without limitation, any claim that the Franchise Agreement or any part of the Franchise Agreement is invalid, illegal or otherwise voidable or void, shall be submitted to arbitration before and,

Provision	Section in Franchise Agreement	Summary
		unless otherwise provided herein, in accordance with the arbitration rules of the American Arbitration Association (the "AAA"). Notwithstanding any provision of the Franchise Agreement relating to which state laws govern this Agreement, all issues relating to arbitrability or the enforcement of the agreement to arbitrate contained herein shall be governed by the Federal Arbitration Act (9 U.S.C. §1 et seq.) and the federal common law of arbitration. The obligation to arbitrate shall not be binding upon either party with respect to claims relating to the Marks or requests by any party for temporary restraining orders, preliminary injunctions or other procedures in a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual dispute.
v. Choice of forum	Section 8.2	Subject to applicable state law, you and your owners must, and we may, bring claims in federal or state courts located in the State of Florida.
w. Choice of law	Section 8.3	Subject to applicable state law, Florida law applies.

ITEM 18
PUBLIC FIGURES

We do not use any public figure to promote our Franchises, but may do so in the future.

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.

The tables below report the average revenue data for franchised locations opened and reporting for years 2020 and 2021.

2021 Data for Locations Open and Reporting 12 months in 2021					
Average Gross Sales[1]	Median Gross Sales[2]	Insurance Percentage of Average Gross Sales[3]	# of Clinics Reporting[4]	# of Clinics Above the Average Gross Sales	# of Clinics Below the Average Gross Sales
$941,171	$875,856	10.72%	54 of 73	25	29

2021 Data for Top and Bottom 20% of Clinics			
Average Gross Sales for the Top 20% of Clinics	Median Gross Sales for the Top 20% of the Clinics	Average Gross Sales for the Bottom 20% of Clinics	Median Gross Sales for the Bottom 20% of the Clinics
$1,786,378	$1,590,461	$302,475	$281,162

2020 Data for Locations Open and Reporting 12 months in 2020					
Average Gross Sales[1]	Median Gross Sales[2]	Insurance Percentage of Average Gross Sales[3]	# of Clinics Reporting[4]	# of Clinics Above the Average Gross Sales	# of Clinics Below the Average Gross Sales
$885,600	$703,365	10.72%	43 of 74	17	26

2020 Data for Top and Bottom 20% of Clinics			
Average Gross Sales for the Top 20% of Clinics	Median Gross Sales for the Top 20% of the Clinics	Average Gross Sales for the Bottom 20% of Clinics	Median Gross Sales for the Bottom 20% of the Clinics
$1,989,345	$1,505,488	$293,558	$344,037

1. "Average Gross Sales" means the sales price of all products and services that you sell in the Franchise Clinic or that you sell using the Proprietary Marks. The Average Gross Sales was calculated from the Gross Sales data provided by each of the 43 clinics identified as reporting in the 12 months for 2020 and each of the 54 clinics identified as reporting in the 12 months for 2021.

2. "Median Sales Gross Sales" was calculated by taking the value of the median Gross Sales from the data provided by each of the 43 clinics identified as reporting in the 12 months for 2020 and each of the 54 clinics identified as reporting in the 12 months for 2021.

3. “Insurance Percentage of Average Gross Sales” means the average percentage of Gross Sales received from healthcare insurance payments.

4. “Clinics” means all franchised clinics operating under a franchise agreement with us.

The tables below report the average weekly patient visit data for franchised locations opened and reporting for years 2020 and 2021.

2021 Data for Locations Open and Reporting 12 months in 2021				
Average Weekly Visits for All Clinics	Median Weekly Visits for All Clinics	# of Clinics Reporting	# of Clinics Above the Average	# of Clinics Below the Average
393	313	54 of 75	24	30

2021 Data for Top and Bottom 20% of Clinics			
Average Weekly Visits for Top 20% of Clinics	Median Weekly Visits for Top 20% of the Clinics	Average Weekly Visits for Bottom 20% of Clinics	Median Weekly Visits for Bottom 20% of the Clinics
704	611	151	144

2020 Data for Locations Open and Reporting 12 months in 2020				
Average Weekly Visits for All Clinics	Median Weekly Visits for All Clinics	# of Clinics Reporting	# of Clinics Above the Average	# of Clinics Below the Average
377	328	43 of 74	17	26

2020 Data for Top and Bottom 20% of Clinics			
Average Weekly Visits for Top 20% of Clinics	Median Weekly Visits for Top 20% of the Clinics	Average Weekly Visits for Bottom 20% of Clinics	Median Weekly Visits for Bottom 20% of the Clinics
711	603	152	179

Some franchises have earned these amounts. Your individual results may differ. There is no assurance that you will sell as much. You must accept the risk of not doing as well.

Bases

These sales and revenue figures in the tables in this Item 19 are derived from the actual historical performance of MLHC franchisees across the system, with 43 of 75 units reporting financial data for 2020; 43 of 75 units reporting weekly patient visits for 2020; 54 of 73 units reporting financial data for 2021; and 54 of 73 units reporting weekly patient visits for 2021. All reporting franchisees were open for business for 12 months in 2020 and 2021. These sales figures cover the 2020 and 2021 calendar years.

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

ITEM 20
FRANCHISE CLINICS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Franchise Clinic Summary
For years 2019 to 2021

Franchise Clinic Type	Year	Franchise Clinics at the Start of the Year	Franchise Clinics at the End of the Year	Net Change
Franchised	2019	84	84	0
	2020	84	75	-9
	2021	75	73	-2
Affiliate-Owned	2019	0	0	0
	2020	0	0	0
	2021	0	0	0
Total Franchise Clinics	**2019**	**84**	**84**	**0**
	2020	**84**	**75**	**-9**
	2021	**75**	**73**	**-2**

Table No. 2
Transfers of Franchise Clinics from Franchisees to New Owners (other than MLHC)
For years 2019 to 2021

State	Year	Number of Transfers
Total	**2019**	**0**
	2020	**0**
	2021	**0**

Table No. 3
Status of Franchised Franchise Clinics
For years 2019 to 2021

State	Year	Franchise Clinics at Start of Year	Franchise Clinics Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations —— Other Reasons	Franchise Clinics at End of the Year
AL	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
AR	2019	2	0	0	0	0	0	2

State	Year	Franchise Clinics at Start of Year	Franchise Clinics Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations —— Other Reasons	Franchise Clinics at End of the Year
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
AZ	2019	2	0	0	0	0	0	2
	2020	2	0	-1	0	0	0	1
	2021	1	0	0	0	0	0	1
CO	2019	4	0	0	0	0	0	4
	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
FL	2019	6	0	-2	0	0	0	4
	2020	4	0	0	0	0	0	4
	2021	4	1	0	0	0	0	5
GA	2019	3	0	1	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
IA	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
ID	2019	2	0	0	0	0	0	2
	2020	2	0	-1	0	0	0	1
	2021	1	0	0	0	0	0	1
IN	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
IL	2019	3	0	0	0	0	0	3
	2020	3	0	-1	0	0	0	2
	2021	2	0	0	0	0	0	2
KS	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
KY	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
LA	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
MI	2019	2	1	0	0	0	0	3
	2020	3	1	0	0	0	0	4
	2021	4	0	0	0	0	0	4
MN	2019	4	0	0	0	0	0	4
	2020	4	0	-1	0	0	0	3
	2021	3	0	0	-1	0	0	2
MO	2019	4	0	-1	0	0	0	3
	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3

State	Year	Franchise Clinics at Start of Year	Franchise Clinics Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations —— Other Reasons	Franchise Clinics at End of the Year
MS	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
MT	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
NC	2019	7	2	0	0	0	0	9
	2020	9	0	0	0	0	0	9
	2021	9	0	-1	0	0	0	8
NE	2019	2	0	0	0	0	0	2
	2020	2	0	-1	0	0	0	1
	2021	1	0	0	0	0	0	1
OH	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
OK	2019	4	0	0	0	0	0	4
	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
OR	2019	2	0	0	0	0	0	2
	2020	2	0	-2	0	0	0	0
	2021	0	0	0	0	0	0	0
PA	2019	4	0	1	0	0	0	3
	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
SC	2019	4	0	0	0	0	0	4
	2020	4	1	0	0	0	0	5
	2021	5	0	0	-1	0	0	4
TN	2019	5	0	0	0	0	0	5
	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
TX	2019	10	0	0	0	0	0	10
	2020	10	0	0	0	0	0	10
	2021	10	0	0	0	0	0	10
VA	2019	1	0	0	0	0	0	1
	2020	1	0	-1	0	0	0	0
	2021	0	0	0	0	0	0	0
WA	2019	1	0	0	0	0	0	1
	2020	1	0	-1	0	0	0	0
	2021	0	0	0	0	0	0	0
WI	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
Total	**2019**	**84**	**4**	**-5**	**0**	**0**	**0**	83
	2020	**83**	**2**	**-10**	**0**	**0**	**0**	75

State	Year	Franchise Clinics at Start of Year	Franchise Clinics Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations —— Other Reasons	Franchise Clinics at End of the Year
	2021	**75**	**1**	**-1**	**2**	**0**	**0**	**73**

Table No. 4
Status of Affiliate-Owned Franchise Clinics
For years 2019 to 2021

Year	Franchise Clinics at Start of Year	Franchise Clinics Opened	Franchise Clinics Reacquired From Franchisee	Franchise Clinics Closed	Franchise Clinics Sold to Franchisee	Franchise Clinics at End of the Year
2019	0	0	0	0	0	0
2020	0	0	0	0	0	0
2021	0	0	0	0	0	0

Table No. 5
Projected Openings as of December 31, 2021
For following 12 month period

State	Franchise Agreements Signed But Franchise Clinic Not Opened	Projected New Franchised Franchise Clinics in the Next Fiscal Year	Projected New Affiliate-Owned Franchise Clinics in the Next Fiscal Year
AL	0	0	0
AR	0	0	0
AZ	0	0	0
CO	0	0	0
FL	0	0	0
GA	0	0	0
IA	0	0	0
ID	0	0	0
IN	0	0	0
IL	0	0	0
KS	0	0	0
KY	0	0	0
LA	1	0	0
MI	1	0	0
MN	0	0	0
MO	0	0	0
MS	0	0	0
MT	0	0	0
NC	2	0	0
NE	0	0	0
OH	0	0	0

State	Franchise Agreements Signed But Franchise Clinic Not Opened	Projected New Franchised Franchise Clinics in the Next Fiscal Year	Projected New Affiliate-Owned Franchise Clinics in the Next Fiscal Year
OK	0	0	0
OR	0	0	0
PA	0	0	0
SC	0	0	0
TN	0	0	0
TX	0	0	0
VA	0	0	0
WA	0	0	0
WI	0	0	0
Total	**4**	**0**	**0**

Current and Former Franchisees. The names of all current franchisees and the address and telephone number of each of their Franchise Clinics are listed on Exhibit E. The names, city and state, and the current business telephone number of every franchisee who had a Franchise Clinic terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under any Franchise Agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of this Disclosure Document's issuance date are listed on Exhibit E.

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

During the last 3 fiscal years, no current or former franchisees have signed confidentiality clauses with us that would restrict the franchisee from speaking openly with you about their experience with us.

Trademark–Specific Franchisee Organizations. As of the date of this Disclosure Document, there are no trademark-specific franchisee organizations associated with MLHC's franchise system.

ITEM 21
FINANCIAL STATEMENTS

Attached as **Exhibit B** to this Disclosure Document is MLHC's audited financial statements for the fiscal years ending December 31, 2020 and December 31, 2021. The financial statements have been prepared in accordance with generally accepted United States accounting principles and have been audited by an independent certified public accountant in accordance with United States auditing standards. Our fiscal year ends on December 31.

Also attached as **Exhibit B** to this Disclosure Document is MLHC's consolidated unaudited balance sheet and income statement as of _____, 2022. These financial statements are unaudited and include, in the opinion of management, normal recurring adjustments necessary to fairly state MLHC's financial condition as of _____, 2022. These financial statements have not been reviewed by an accountant and are incomplete, as they do not contain any related financial statements notes.

ITEM 22
CONTRACTS

The following agreements are attached as exhibits to this Disclosure Document:

Franchise Agreement	Exhibit A
General Release	Exhibit E
Nondisclosure and Noncompetition Agreement	Exhibit F
Financing Documents	Exhibit G
Loan Agreement	
Security Agreement	
Secured Promissory Note	

ITEM 23
RECEIPT

Attached as the last two pages of this Disclosure Statement are copies of the Receipt which you will be required to sign. One signed copy of the Receipt must be returned to MLHC, as provided on the Receipt.

EXHIBIT A
TO THE
FRANCHISE DISCLOSURE DOCUMENT

Franchise Agreement

(attached)

FRANCHISE AGREEMENT

between

MAXIMIZED LIVING HEALTH CENTERS, LLC
and

_____

MAXIMIZED LIVING
FRANCHISE AGREEMENT

THIS AGREEMENT (this **"Agreement"**) is made and entered into as of the date set forth on Appendix A of this Agreement (the **"Effective Date"**) (Appendix A and all appendices and schedules attached to this Agreement are hereby incorporated by this reference) between MAXIMIZED LIVING HEALTH CENTERS, LLC, a Florida limited liability company, with its principal place of business at 4700 Millenia Blvd, Ste 220, Orlando, Florida 32839 (**"Franchisor"**), and the person or entity identified on **Appendix A** as the franchisee (**"Franchisee"**) with its principal place of business as set forth on **Appendix A**. In this Agreement, "**MLHC**", **"we," "us,"** and **"our"** refers to Franchisor. **"You"** and **"your"** refers to Franchisee.

RECITALS

We and our affiliates have accumulated knowledge and experience in the field of chiropractic services and holistic care, on the basis of which we have developed and will continue to develop a distinctive business format and set of specifications and operating procedures (collectively, the **"System"**) for the operation of chiropractic and holistic care clinics ("**Franchise Clinics**") under the trade and service marks "MAXLIVING" and "Maximized Living Health Centers." The distinguishing characteristics of the System include, but are not limited to, Franchise Clinic layouts, and identification schemes (collectively, the **"Trade Dress"**), our specifications for equipment, inventory, and accessories; our chiropractic and holistic medical knowledge; our relationships with vendors; the accumulated experience reflected in our training program, operating procedures, customer service standards methods, and marketing techniques; and the policies, procedures, standards, and specifications set forth in the System and our operations manual ("**Operations Manual**"). We may change, improve, add to, further develop, and may delete elements of the System from time to time.

We identify Franchise Clinics operating under the System by means of the trademarks and service marks MAXLIVING and "Maximized Living Health Centers", and certain other trademarks, service marks, trade names, signs, associated designs, and artwork (collectively, the "**Proprietary Marks**") that we may designate for your use from time to time.

If you are a corporation, limited liability company, partnership, trust or other entity (collectively, an **"Entity"**), all of your owners of a legal and/or beneficial interest in the Entity (the **"Owners"**) are listed on **Appendix A**. If you are an Entity, the individual owner who you must appoint to have authority over all business decisions related to your business and to have the power to bind you in all dealings with us will be referred to as your **"Operating Principal**.**"**

You desire to open and operate a Franchise Clinic using the Proprietary Marks, the Trade Dress and the System, and we are willing to grant to you the right and license to open and operate a Franchise Clinic, on the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing promises and the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. **Rights Granted.**

Section 1 Grant of Franchise. Upon the terms and conditions of this Agreement, we grant to you a non-exclusive right and license (the **"License"**) to operate one Franchise Clinic

using the Proprietary Marks, the Trade Dress, and the System, which will be devoted exclusively to the business operated under the Proprietary Marks and Trade Dress. If not specified on **Appendix A**, the Franchise Clinic will be located at a site to be mutually agreed upon subsequent to the execution of this Agreement, pursuant to Section 5.1(a) (the **"Site"**). You have no right to (i) sublicense the Proprietary Marks, the Trade Dress, or the System to any other person or Entity, (ii) use the Proprietary Marks, Trade Dress, or the System at any location other than the Site, or (iii) to use the Proprietary Marks, Trade Dress, or the System in any wholesale, e-commerce, or other channel of distribution besides the operation of the Franchise Clinic at the Site.

Section 2 Acceptance of License. You hereby accept the License and agree to operate the Franchise Clinic according to the provisions of this Agreement for the entire Term, as defined in Section 2.2.

Section 3 Limited Territorial Protection. Once you have selected and we have accepted a Site in accordance with Section 5.1(a), we will designate the area within a five-mile radius of the Site, or within such radius as encompasses 100,000 people, whichever is smaller, as your protected territory (the **"Territory"**), as set out in **Appendix B**. Except as provided in this Section 1.3, we and our affiliates will not open, or license a third party to open, a Franchise Clinic within your Territory. Notwithstanding the foregoing sentence, we and our affiliates have the right to conduct any business activities, under any name, in any geographic area, and at any location, regardless of the proximity to or effect on your Franchise Clinic at the Site. For example, without limitation, we reserve the right to:

3.1 establish or license franchises and/or company-owned Franchise Clinics or outlets anywhere offering similar or identical products, services, and classes (i) under the Proprietary Marks and the Trade Dress anywhere outside of the Territory or (ii) under names, symbols, or marks other than the Proprietary Marks anywhere, including inside and outside of the Territory;

3.2 sell or offer, or license others to sell or offer, any products, services, or classes using the Proprietary Marks or the Trade Dress through alternative distribution channels, including, without limitation, through e-commerce, in retail stores, via recorded media, or via broadcast media, anywhere, including inside and outside of the Territory;

3.3 advertise, or authorize others to advertise, using the Proprietary Marks and the Trade Dress anywhere, including inside and outside of the Territory; and

3.4 acquire, be acquired by, or merge with other companies with chiropractic and/or holistic health services clinics and/or other parties anywhere, including inside or outside of the Territory, and (i) convert the other such clinics to the Maximized Living Health Centers name, (ii) permit the other such clinics to operate them under another name, and/or (iii) permit the other such clinics to operate under another name and convert existing Franchise Clinics to such other name.

B. **Initial Term and Successor Term.**

Section 1 Initial Term. The initial term (the **"Initial Term"**) of the License begins on the Effective Date and ends ten (10) years from that date, unless this Agreement is terminated sooner as provided in other sections of this Agreement.

Section 2 Successor Term. Upon the expiration of the Initial Term, if you are in good standing, not in default under this Agreement, and comply with this Section 2.2, you may, at your option, obtain two additional consecutive successor terms of five years each (each, a **"Successor Term"**). The Initial Term and Successor Terms are referred to collectively in this Agreement as the **"Term."** You may only exercise this right to obtain a Successor Term, if:

2.1 you give written notice of your desire to obtain a Successor Term at least 180 days, but not more than 270 days, before the expiration of the then-current Initial Term or Successor Term;

2.2 you deliver to us a fully executed franchise agreement on our then-current form of franchise agreement, which you acknowledge may contain terms materially different than those contained in this Agreement, including, but not limited to, higher rates of Royalty Fees (as herein defined) and other fees and charges;

2.3 you renovate the Franchise Clinic, at your expense, to conform the decor, color schemes, storefront, signage, and presentation of the Proprietary Marks to our then-current image and, if necessary, in our sole and absolute discretion, you update and replace the equipment, furniture, and fixtures to meet our then-current specifications;

2.4 you execute a general release, in a form we prescribe, of any and all claims against us, our affiliates, our past, present, and future officers, directors, shareholders, managers, members, and employees arising out of, or relating to, your Franchise Clinic;

2.5 you complete, and have your Head Licensed Practitioner (as defined in Section 4.3, herein) complete, all of our then-current training requirements, including any additional training that we may require;

2.6 you secure the right from your landlord to continue operating at the Site for the remainder of such Successor Term; and

2.7 you substantially and timely comply with each provision of this Agreement or any other agreement with us, our affiliates, or your landlord throughout the Initial Term or Successor Term and have no Event of Default (as defined in Section 6, herein), or event which with the giving of notice and/or passage of time would constitute an Event of Default, in existence as of the expiration of the Initial Term.

C. **Fees.**

Section 1 Franchise Fee**.** You must pay us an initial franchise fee of $30,000 (the **"Franchise Fee"**), on such date that is on or before thirty (30) days before the first day of Initial Training (as defined in Section 4.3 herein). The Franchise Fee is paid in consideration of the rights granted in Section 1, above, and will be deemed fully earned at the time paid. You acknowledge that we have no obligation to refund the Franchise Fee, in whole or in part, for any reason.

Section 2 Royalty Fee. You must pay us a royalty fee (the **"Royalty Fee"**) equal to the lesser of $4,000 or 8% of your Gross Sales of products and services sold in your Franchise Clinic, excluding products purchased from us or an affiliate of ours. The Royalty Fee is paid in consideration of the ongoing right to use the Proprietary Marks and the System in accordance with this Agreement and not in exchange for services rendered by us. **"Gross Sales"** means the sales price of all products and services that you sell in the Franchise Clinic or that you sell using

the Proprietary Marks (including the face amount of all gift cards or gift certificates, which are to be included at the time of redemption), whether evidenced by cash, credit, check, gift certificate, gift card, script, or other property or services and whether collected or not. Gross Sales do not include (i) promotional allowances or rebates paid to you in connection with your purchase of products or supplies and (ii) any sales or other taxes that you collect from customers and pay directly to the appropriate taxing authority. You may not deduct payment provider fees (i.e., bank or credit card company fees and gift card vendor fees) from your Gross Sales calculation.

Section 3 Marketing Fees. You must pay us Advertising and Promotional Fees (the "**Marketing Fee**") equal to 1% of your Gross Sales of products and services sold in your Franchise Clinic. We administer a system-wide advertising program via a marketing fund (hereinafter the "MLHC Marketing Fund"). Marketing Fees shall be paid to the MLHC Marketing Fund which MLHC shall maintain in an account separate from its income and revenue accounts. Marketing Fees collected but not spent during the current fiscal year will be carried over to the following fiscal year. Marketing Fees shall be used to meet all costs of administering, directing, preparing, placing and paying for national, regional or local advertising. Advertising may include online advertising via the internet or social media, print, radio and television commercials, digital recordings, newspaper advertisements, posters, artwork, and other promotional activities. Coverage of advertising may be local, national, or regional in scope. The source of advertising may be our in-house advertising staff or an outside advertising agency, the expenses for which will be paid for out of the Marketing Fund. MLHC shall, in its sole discretion, use monies in the Marketing Fund and any earnings on the Marketing Fund account for any costs associated with advertising (media and production), branding, marketing, public relations and/or promotional programs and materials, and any other activities we believe would benefit Clinics generally, including advertising campaigns in various media; brochures; creation and maintenance of a website(s); direct mail advertising; market research, including, without limitation, customer satisfaction surveys; branding studies; employing advertising and/or public relations agencies; purchasing promotional items; conducting and administering promotions, contests, giveaways, public relations events, and community involvement activities; and providing promotional and other marketing materials and services to our franchisees. MLHC shall direct all marketing programs, and have the final decision making authority over all creative concepts, materials, and media used in the programs and their placement. Any sales materials and other materials produced with Marketing Fund monies will be made available to you without charge or at a reasonable cost. The proceeds of the sale of such materials in excess of our related expenses will also be deposited into the Marketing Fund. We will not use any contributions to the Marketing Fund to defray our general operating expenses, except for reasonable administrative costs and overhead we incur in activities reasonably related to the administration of the Marketing Fund or the management of Marketing Fund-supported programs (including the pro-rata amount of salaries of our personnel who devote time to Marketing Fund activities and retainers and fees for outside agencies). An annual unaudited financial statement of the MLHC Marketing Fund will be available to you upon request within sixty (60) days after the end of the fiscal year. If an audit is requested, Marketing Fees shall be used to cover the expense of such an audit. Nothing herein shall create a fiduciary relationship between Franchisee and the Franchisor and/or its designee with regard to the MLHC Marketing Fund. We or our designee shall have sole discretion over the expenditures of the MLHC Marketing Fund. Neither we nor our designee is required to spend any amount on advertising within your Territory or to ensure that your Franchise Clinic(s) benefit from expenditures from the fund in proportion to its contribution.

Section 4 Local Marketing Fees. You must spend at least 1.5% of your Gross Sales on local area marketing (the "**Local Marketing Fee**"). The Local Marketing Fee must be spent on advertising and promotions targeted to reach prospective clients in your Territory.

Section 5 Successor Fee. Upon your execution of a successor franchise agreement pursuant to Section 2.2 (Successor Term), you will pay to us a successor fee equal to $5,000 (the **"Successor Fee"**).

Section 6 Transfer Fee. If you Transfer (as defined in Section 5.21(a) (Definition of Transfer)) your Franchise Clinic or this Agreement, you must pay us a Transfer Fee as specified in Sections 5.21(c)(viii), 5.21(d), and 5.21(e).

Section 7 Relocation Fee. If you relocate your Franchise Clinic from the Site to a new location, you will pay to us a relocation fee equal to $3,000, plus out-of-pocket expenses incurred in connection with a site review of the proposed new relocation (the **"Relocation Fee"**).

Section 8 Additional Training Fee. We may charge a reasonable fee for (i) initial training for additional trainees other than your Required Trainees, (ii) initial training for subsequent trainees or trainees repeating the initial training program, as set forth in Section 4.3, (iii) optional additional training programs, and (iv) any remedial training conducted by us at your Franchise Clinic or at a location that we designate as set forth in Section 5.3(c) (Remedial Training). For all training covered by this section, you are responsible for (i) any travel and living expenses, wages, and other expenses incurred by your trainees and (ii) any travel and living expenses incurred by our employees or trainers.

Section 9 Payments of Fees. Your Royalty Fees and Marketing Fees are due to us and must be reported to us at the times and in the manner that we specify from time to time in the Operations Manual or otherwise. Currently, you must pay us your Royalty Fees and Marketing Fees monthly, within five business days after the end of each calendar month, based on your Gross Sales for the preceding month. All other fees and payments due to us must be paid to us within ten days of your receipt of an invoice from us.

Section 10 Methods of Payment. You must make all payments to us by the method or methods that we specify from time to time in the Operations Manual. You must furnish us and your bank with all authorizations necessary to effect payment by the methods we specify. Currently, you are required to make payment by electronic debit from your specified checking or savings account, and you must complete and sign an Authorization Agreement for Preauthorized Payments for this purpose. You must maintain sufficient funds in your account to permit us to withdraw the Royalty Fees and Marketing Fees due. You may not, under any circumstances, set off, deduct or otherwise withhold any Royalty Fees, Marketing Fees, interest charges, or any other monies payable under this Agreement on grounds of our alleged non-performance of any obligations or for any other reason. If you fail to timely report your Gross Sales, or we are otherwise unable to access your Gross Sales, we may estimate the amount of fees due and make a corresponding withdrawal from your bank account based on our estimate, plus 10% of our estimate. If we underestimate any fees due, you will remain obligated to pay the total amount of fees due. If we overestimate any fees due, we will credit the fees paid against fees due in the next payment period after we receive accurate records regarding your Gross Sales.

Section 11 Interest; Late Fee. If any payment due to us is not received in full by the due date, you agree to pay us daily interest on the amount owed, calculated from the due date until paid, at the rate of 18% per annum (or the maximum rate permitted by law, if less than 18%). You also agree to pay us a late fee in the amount of $100 for each month that a payment is paid after the due date for payment specified in Section 3.8. This late fee is subject to increase upon 60 days prior written notice, but will not be increased more than once in any 12-month period.

Section 12 Taxes. You are responsible for all taxes, assessments, and government charges levied or assessed on you in connection with your business activities under this Agreement. In addition, as part of the Royalty Fee, you will pay to us the amount of any taxes imposed on us or our affiliates (and any taxes imposed on us or our affiliates as a result of such imposition) by federal, state, or local taxing authorities as a result of our receipt of any Royalty Fee, not including any tax measured on our income.

D. **Our Covenants and Agreements.**

We covenant and agree as follows:

Section 1 Operations Manual. We will furnish you with a copy of, or electronic access to, the Operations Manual and Brand Guidelines, on loan for as long as this Agreement or a successor franchise agreement remains in effect. We reserve the right to furnish all or part of the Operations Manual and Brand Guidelines to you in electronic form and establish terms of use for access to any restricted portion of our website. We may periodically amend the Operations Manual and Brand Guidelines, in our sole and absolute discretion, by delivering amendments to you, which you agree to follow.

Section 2 Site Selection Assistance. We will, through a vendor approved by us as set forth in the Operations Manual, provide you with site selection counseling, and assistance that we consider necessary and appropriate, and such on-site evaluation as we consider necessary and appropriate as part of our evaluation of your request for acceptance of the location of the Franchise Clinic pursuant to Section 5.1(a) (Site Selection). You are responsible for paying the approved vendor's fees and reasonable expenses. It is solely your responsibility to select a suitable Site for the Franchise Clinic. **YOU ACKNOWLEDGE AND AGREE THAT OUR ACCEPTANCE OF A PROPOSED SITE IS NOT A WARRANTY OR REPRESENTATION OF ANY KIND AS TO THE POTENTIAL SUCCESS OR PROFITABILITY OF YOUR FRANCHISE CLINIC.**

Section 3 Initial Training. We will provide a comprehensive, centralized, and in-clinic training program in the System and our policies and procedures ("**Initial Training**") to you (or your Operating Principal, if you are an Entity), your licensed practitioner in charge of the Franchise Clinic (the **"Head Licensed Practitioner"**), and/or any other employees that we designate (collectively, **"Required Trainees"**). During Initial Training, you will be required to spend up to 5 months in a centralized training facility in Columbia, South Carolina or such other location that we designate, where you will receive specific classroom training delivered by national subject matter experts ("**Centralized Training**"). After the successful completion of the Centralized Training, you will be sent to one of our training centers for the on-the-job components of your training experience ("**OTJ Training**"). At no time during your OTJ Training will you be or considered to be an employee of MLHC or the clinic where the OTJ Training will take place.

We will provide instructors, facilities, and materials for Initial Training for your required training. You shall pay all travel and living expenses and any compensation and benefits, worker's compensation and other insurance, and other expenses you incur on behalf of yourself and your employees during the training program. You acknowledge that the training program, including the Initial Training and all required subsequent training and retraining, is critical to the success of the Franchise Clinic and that attendance is mandatory. If you are unable to successfully complete Initial Training for any reason, we will not refund any Franchise Fees paid by you.

Section 4 Inspections. We agree to make on-site visits to the Franchise Clinic at a frequency which shall be determined by us in our sole and absolute discretion.

Section 5 Our Right to Assign. No provision of this Franchise Agreement limits our right to assign our rights under this Franchise Agreement.

E. **Your Covenants and Agreements.**

You covenant and agree as follows:

Section 1 Site and Franchise Clinic.

1.1 Site Selection. MLHC will consult with you to select a target market or city for the operation of your Franchise Clinic. You must locate a site that is reasonably suited for the operation of the Franchise Clinic. You must, at your expense, use a vendor approved by us as set forth in the Operations Manual, to assist you with Site Selection and acquisition. MLHC must approve the target market or city. Thirty to 90 days before commencement of training, you must provide us a list of potential locations. We will select one of your potential locations or a location that is different than the three potential locations that you submit. You acknowledge that we may refuse to accept a proposed site for any reason, in our sole and absolute discretion. You will be responsible for all costs related to the location selection process, excluding MLHC's site selection vendor's travel expenses.

All of the potential locations must be in the same city or metropolitan area. You will bear all of the expenses that you incur in finding potential locations. We will not unreasonably withhold approval of a site that meets our standards for general location and neighborhood, traffic patterns, parking size, layout, and other physical characteristics for your chiropractic office. In approving your chosen site, we will evaluate and consider, among other things, other building tenants, traffic patterns, visibility, market demographics, signage, density, and competition near the site. If we disapprove of the proposed site, you must select another site, subject to our consent. You may not relocate your Franchise Clinic without our prior written consent. Our approval of a proposed site is not, and should not be deemed, a judgment by us concerning the likelihood of success of a Franchise Clinic at the location, or the relative desirability of the site in comparison to other sites. We will consider the following aspects of a potential site: 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.

Upon selection of the location, we will insert a description of the specific location on **Schedule 1** to **Appendix A**. The address listed on **Schedule 1**, if completed and signed by us, will be the **"Site"** referred to in this Agreement. A site is not accepted until you have received our acceptance in writing, as indicated by our delivery of the completed and signed **Schedule 1**. Once the Site has been accepted, we will identify your Territory in **Schedule 1** to **Appendix A**. Within one year after the signing of this Agreement or within one year after the Head Licensed Practitioner receives a Doctor of Chiropractic degree, whichever occurs later, or as otherwise mutually agreed upon by the parties, you must complete site selection and sign a lease for, or purchase, the Site for the Franchise Clinic.

1.2 Site Acquisition. Before you make a binding commitment to purchase, lease, or sublease a site, we must accept the location in writing and approve in writing the proposed lease or purchase agreement or any letter of intent between you and the third-party seller or lessor. We will assist you in developing a Letter of Intent ("LOI") with the landlord. If you

lease the Site, we will consult with you on obtaining a lease as soon as practicable. You must cooperate with us in negotiating the lease and must execute a lease containing reasonable terms and conditions. You will be responsible for all leasing costs, including but not limited to, any rent, security deposit, or leasing commission. You may use MLHC's standard lease form if your landlord will accept it. MLHC's site selection vendor will review any proffered lease to determine if the terms of the LOI are accepted. Unless we waive the requirement in writing, you must arrange for the execution of the Lease Addendum in the form of **Appendix C** by you and your landlord in connection with any lease or sublease for your Site (**"Site Lease"**) and any other provisions that we may reasonably require. We recommend you use the services of an MLHC approved real estate attorney or engage a real estate attorney to review your Site Lease or purchase agreement for the Site that we have accepted and to supply us with reasonable documentation in connection with such review, including a lease abstract and confirmation that the terms in the agreement reflect the terms in any LOI between you and the third-party seller or lessor. You must deliver to us the completely executed purchase agreement or Site Lease and Lease Addendum within 10 days after execution of the Site Lease or purchase agreement. You must comply with the terms and conditions of your Site Lease. We are not obligated to execute your lease or guarantee a lease for you.

1.3 Site Construction.

(a) Architect and Contractor. You must, at your expense, use a vendor approved by us as set forth in the Operations Manual to assist you in the design, construction, and build-out of your Franchise Clinic.

(b) Permits and Licenses. Before beginning any construction, you, at your expense, must obtain all necessary government permits and licenses for the lawful construction and operation of your Franchise Clinic. You must abide by your landlord's rules and guidelines.

(c) Design Phase. You must, at your expense, adapt for the Site our standard plans and specifications for the exterior and interior design and layout, fixtures, furnishings, signs, and equipment for the Franchise Clinic. You must submit to us for our approval specifications for the design and construction of the Site, showing all leasehold improvements, interior designs, and elevations (collectively **"Plans"**). You may not begin construction until we give you written approval of the Plans. After we have accepted the final Plans, you may not modify the Plans without our prior written consent. If we so require, you must employ only architectural and engineering firms that we approve in writing to develop your Plans and to assist with the design and construction of the Franchise Clinic.

(d) Construction. You must notify us in writing promptly when construction begins and must maintain continuous construction until the Franchise Clinic is completed. You agree to complete the construction of the Franchise Clinic in accordance with the approved Plans at your expense. We, our employees, and our agents may inspect the construction at all reasonable times. After completion of construction, you must promptly obtain a certificate of occupancy and provide a copy of the certificate to us.

(e) Commencement of Operations. You must complete construction of and open the Franchise Clinic for business no later than 30 days after the completion of initial training (the **"Opening Deadline"**), unless we grant you an extension in writing. You may not open the Franchise Clinic until you have received our written approval, which we

will not provide until we have viewed the certificate of occupancy and confirmed that you have complied with the Plans. You must open the Franchise Clinic for business to the public within 10 days from the date we give our written approval. Time is of the essence in constructing and opening the Franchise Clinic.

(f) Operation of the Franchise Clinic. You will not use the Site for any purpose other than the operation of the Franchise Clinic in compliance with the System and the Operations Manual. You will not lease, sublease, or assign the Site Lease for all or any portion of the Site, without our prior written consent. You will keep the Franchise Clinic open for business to the public on a full time basis. You agree that the Head Licensed Practitioner who has received training shall devote such person's full time employment to the operation of the Franchise Clinic.

(g) Upkeep of the Franchise Clinic. You must keep the exterior and interior of the Franchise Clinic, and all fixtures, furnishings, signs, and equipment in the highest degree of cleanliness, orderliness, sanitation, and repair. You may not make any material alteration, addition, replacement, or improvement to the Franchise Clinic, including its fixtures, furnishings, signs, décor items, and equipment, without our prior written consent.

(h) Refurbishing. At our request, which may be made as often as once every three years, and within 90 days after each such request, you are obligated to refurbish the Franchise Clinic at your expense to conform to the decor, Trade Dress, color schemes, signage, and presentation of the Proprietary Marks to our then-current brand image, standards and specifications. At our direction, such refurbishing will include remodeling, redecoration, and other modifications to existing improvements as we deem necessary. You must, at your expense, use a vendor approved by us as set forth in the Operations Manual to assist you with such refurbishing.

Section 2 Management and Personnel.

2.1 Operating Principal and Head Licensed Practitioner. If you are an Entity, you must appoint an individual owner as your Operating Principal who must have authority over all business decisions related to the Franchise Clinic and must have the power to bind you in all dealings with us. In addition, you must appoint a Head Licensed Practitioner to manage chiropractic and other health-related aspects of the Franchise Clinic that require chiropractic or other medical licensures. Your Operating Principal may serve as your Head Licensed Practitioner, unless we believe that he or she does not have sufficient experience. Both your Operating Principal and Head Licensed Practitioner must have at least a 10% ownership interest in your entity. You must provide us with written notice of your Operating Principal and Head Licensed Practitioner at least 90 days prior to opening and may not change your Operating Principal and Head Licensed Practitioner without our prior written approval. You or your Operating Principal and your Head Licensed Practitioner must successfully complete Training and any other training programs that we may require.

2.2 Franchise Clinic Management. Unless otherwise specified in the Operations Manual, at all times that your Franchise Clinic is open for business, it must be under the personal, on-premises supervision of either the Head Licensed Practitioner or other licensed practitioner who has received training and for whom we have given prior written consent. You may not permit your Franchise Clinic to be operated, managed, directed, or controlled by any other person without our prior written consent.

2.3 Replacement of Head Licensed Practitioner. If your Head Licensed Practitioner ceases to be employed by you at the Franchise Clinic, you must hire and train a new Head Licensed Practitioner within 30 days after your former Head Licensed Practitioner's employment at the Franchise Clinic ends. At no time may you offer goods and/or services for which chiropractic or other medical licensures are required, unless a licensed practitioner is employed at the Franchise Clinic who can offer such goods and/or services.

Section 3 Training.

3.1 Initial Training**.** Prior to opening the Franchise Clinic, your Required Trainees must personally attend and satisfactorily complete the Initial Training programs as described in **Section 4.3**. Each subsequent Head Licensed Practitioner must attend our Initial Training unless we otherwise agree in writing. All of your licensed practitioners and any other employees that we might designate must also complete our Initial Training. In addition, prior to attending our training programs, all of your licensed practitioners must have obtained a Doctor of Chiropractic and any other licensures we deem necessary for the operation of the Franchise Clinic.

3.2 Additional Training. In addition to Initial Training, you and, as applicable, your Head Licensed Practitioner, and your employees must attend and satisfactorily complete such other training programs as we may require from time to time after you begin operations.

3.3 Remedial Training. If, in our sole judgment, you fail to maintain the highest quality and service standards, we may, in addition to all of our other rights and remedies, require you or your employees to repeat Initial Training or attend additional training programs at a location that we designate.

Section 4 Products, Services, and Classes You May Offer. You may offer at the Franchise Clinic only the goods and services that we have approved in writing. In addition, you may offer the specific goods and services that are identified in the Operations Manual or otherwise in writing. We may change these specifications periodically, and we may later designate specific goods or services as mandatory. You may sell products only in the varieties, forms, and packages that we have approved. You must maintain a sufficient supply of products to meet the inventory standards we prescribe in the Operations Manual (or to meet reasonably anticipated customer demand, if we have not prescribed specific standards). If we revoke approval of a previously-approved product that you have been selling or service that you have been offering, you must immediately discontinue offering the service and may continue to sell the product only from your existing inventory for up to 30 days following our disapproval. We have the right to shorten this period if, in our sole and absolute discretion, the continued sale of the product would prove detrimental to our reputation. After the 30-day period, or such shorter period that we may designate, you must dispose of your remaining formerly-approved inventory as we direct. You acknowledge that the goods and services that we approve for you to offer at your Franchise Clinic may differ from those that we permit or require to be offered in other Franchise Clinics.

Section 5 Products, Supplies, and Equipment.

5.1 Purchases. You are not required to purchase any products or services from us or our affiliates. Nonetheless, we reserve the right to require that products, supplies, equipment, and services that you purchase for resale or use in the Franchise Clinic: (i) meet specifications that we establish from time to time; (ii) be a specific brand, kind ,or model; (iii) be purchased only from suppliers or service providers that we have expressly approved; and (iv) be

purchased only from a single source that we designate (which may include us or our affiliates or a buying cooperative organized by us or our affiliates). To the extent that we establish specifications, require approval of suppliers or service providers, or designate specific suppliers or service providers for particular items or services, we will publish our requirements in the Manuals. We may receive consideration from suppliers, such as, without limitation, rebates, based on your purchases from them, but we are not obligated to pass on such consideration to you or other franchisees.

5.2 Approval Process. If you would like to offer goods or services that we have not approved or to purchase from a supplier or service provider that we have not approved, you must submit a written request for approval and provide us with any information that we request. We have the right to inspect the proposed supplier's facilities and test samples of the proposed products and to evaluate the proposed service provider and the proposed service offerings. You agree to pay us a charge not to exceed the reasonable cost of the inspection and our actual cost of testing the proposed product or evaluating the proposed service or service provider, including personnel and travel costs, whether or not the item, service, supplier, or service provider is approved. We have the right to grant, deny, or revoke approval of products, services, suppliers, or service providers in our sole and absolute discretion. We will notify you in writing of our decision as soon as practicable following our evaluation. If you do not receive our approval within 90 days after submitting all of the information that we request, our failure to respond will be deemed a disapproval of the request. We reserve the right to re-inspect the facilities and products of any approved supplier and to reevaluate the services provided by any service provider and to revoke approval of the product, service, supplier, or service provider if any fail to meet any of our then-current criteria. If you receive a notice of revocation of approval, you agree to cease purchasing the formerly-approved product or service or any products or services from the formerly-approved supplier or service provider and you must dispose of your remaining inventory of the formerly-approved products and services as we direct.

Section 6 Distribution. You may not make any sales of products or services outside of the Franchise Clinic, or use vendor relationships that you establish through your association with us or the Proprietary Marks for any other purpose besides the operation of the Franchise Clinic, unless we consent in writing. You agree to purchase products solely for resale to retail customers, and not for resale or redistribution to any other party, including other franchisees. You may not offer goods or services in connection with the Proprietary Marks on any website on the Internet or any other electronic communication network unless we consent in writing.

Section 7 Advertising.

7.1 Standards. Our standards will be explained during your initial training and in the Operations Manual and other materials we provide. All your advertising shall be conducted in a dignified manner, shall be completely truthful, accurate, and not misleading, shall comply with the highest ethical standards applicable to advertising generally and the business in particular, shall comply with all federal, state and local laws and regulations, including, without limitation, rules and regulations of the Federal Trade Commission, and all applicable consumer protection agencies and bureaus, and shall conform to such standards and requirements as we may specify from time to time in writing. We will periodically update our standards in the Operations Manual. You shall not use any advertising or promotional plans or materials unless and until you have received written approval from us, pursuant to the procedures and terms set forth in **Section 5.7(b)**. You must display the Proprietary Marks and other marks proprietary to Franchisor in a manner prescribed by Franchisor on all signs and other advertising and promotional materials used in connection with the Franchise Clinic.

7.2 Approval of Advertising. MLHC shall control and manage your advertising to assure that it meets its standards. For all advertising and promotional plans, Franchisee shall submit samples of such plans and materials to Franchisor for its approval (except with respect to prices to be charged), if such plans and materials have not been prepared or previously approved by Franchisor. If written approval is not received by Franchisee from Franchisor within 30 days of date of receipt by Franchisor of such samples or materials, Franchisor shall be deemed to have disapproved such samples or materials.

7.3 Clinic Advisory Group. MLHC shall administer the MLHC Marketing Fund with advice from the Clinic Advisory Group ("CAG"), but any and all final decisions concerning the expenditure of Marketing Fees shall be MLHC's, in its sole discretion. The CAG shall be composed of seven doctors from the MaxLiving Network appointed by MLHC. The CAG does not have officers, acts in an advisory capacity only, and has no administrative authority or control of the MLHC Marketing Fund, or MLHC. MLHC reserves the right to change the composition of the CAG, establish by laws for the CAG, and/or to terminate the CAG.

7.4 Websites. You are not authorized to have an independent website related to the Franchise Clinic. We shall have sole dominion and control over the online content associated with the System. Social media sites are allowed but you must follow MLHC's brand standards when posting or commenting to any social media site. MLHC reserves the right to control and manage your social media posts and comments as it does all other local advertising or marketing to assure that it meets MLHC standards.

Section 8 Insurance. You must maintain at your expense in full force and effect throughout the Term the following insurance coverage as is reasonably required by us, with such minimum coverage and minimum policy limits as we may from time to time prescribe. We may require you to use a specified insurance carrier for all or some of the required insurance. This requirement, if present, will be set forth in the Operations Manual. Currently, we require you to maintain the following policies and limits:

8.1 Comprehensive General Liability Insurance covering the operation of the Franchise Clinic with a limit of at least $1,000,000 per occurrence and $3,000,000 in the aggregate;

8.2 Malpractice Insurance with a limit of at least $1,000,000 per occurrence and $3,000,000 in the aggregate;

8.3 List MaxLiving as a third party insured; and

Section 9 Intellectual Property.

9.1 Proprietary Marks and Trade Dress.

(a) Acknowledgements. You acknowledge that we are the owner of the Proprietary Marks and the Trade Dress, that you have no interest in the Proprietary Marks and the Trade Dress beyond the nonexclusive License granted herein, and that, as between you and us, we have the exclusive right and interest in and to the Proprietary Marks and the Trade Dress and the goodwill associated with and symbolized by them. Upon the expiration or termination of this Agreement, no monetary amount will be attributable to goodwill associated with your activities as a franchisee under this Agreement.

(b) Rights. Your right to use the Proprietary Marks and the Trade Dress applies only to the Franchise Clinic operated at the Site as expressly provided in this Agreement, including advertising related to the Franchise Clinic. You may only use at the Franchise Clinic the Proprietary Marks and the Trade Dress we designate, and only in compliance with written rules that we prescribe from time to time. You will not use any of the Proprietary Marks as part of any Entity name or with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos licensed to you hereunder), or use any names or marks confusingly similar to the Proprietary Marks or the Proprietary Marks or Trade Dress in connection with the sale of any unauthorized product or service or in any manner not explicitly authorized in writing by us. You must post in a prominent place in the Franchise Clinic readily visible to the public a notice indicating that you are a franchise operator under the System and that you are using the Proprietary Marks and the Trade Dress under license. No materials on which any of the Proprietary Marks or the Trade Dress appear will be used by you without our prior written approval, which may be revoked at any time upon reasonable notice to you. You may not use the Proprietary Marks or any similar name or mark as a domain name or on any website on the Internet or as a name or source identifier on any other electronic communication network without our prior written approval. All use of Proprietary Marks and the Trade Dress must comply with Brand Guidelines.

9.2 Copyrights. You acknowledge that as between you and us, any and all present or future copyrights relating to the System or the Maximized Living Health Centers concept, including, but not limited to, the Operations Manual and marketing and other materials we provide you (collectively, the **"Copyrights"**), are owned solely and exclusively by us. You have no right or interest in the Copyrights beyond the nonexclusive License granted in this Agreement.

9.3 No Contesting Our Rights. During the Term of this Agreement and after its expiration or termination, you agree not to directly or indirectly contest our ownership, title, right or interest in or to, or our license to use, or the validity of, the Proprietary Marks, the Trade Dress, the Copyrights, or any trade secrets, methods or procedures that are part of the System or any other marks or names which incorporates the phrase "5 Essentials" or the phrase "MAXLIVING'' (collectively, the **"Intellectual Property"**), or contest our sole right to register, use, or license others to use the Intellectual Property.

9.4 Changes to the Intellectual Property. We have the right, upon reasonable notice, to change, discontinue, or substitute for any of the Intellectual Property and to adopt entirely different or new Intellectual Property for use with the System without any liability to you, in our sole discretion. You agree to implement any such change at your own expense within the time we reasonably specify.

9.5 Third-Party Challenges. You agree to notify us promptly of any unauthorized use of the Intellectual Property of which you have knowledge. You also agree to inform us promptly of any challenge by any person or Entity to our ownership of or our right to license others to use any of the Intellectual Property. We have the right, but no obligation, to initiate, direct, and control any litigation or administrative proceeding relating to the Intellectual Property, including, but not limited to, any settlement. We will be entitled to retain any and all proceeds, damages, and other sums, including attorneys' fees, recovered or owed to us or our affiliates in connection with any such litigation or proceeding. You agree to execute all documents and, render any other assistance we may deem necessary to any such litigation or proceeding or any effort to establish and maintain the validity and enforceability of the Intellectual Property.

9.6 Post-Termination or Expiration. Upon the expiration or termination of this Agreement for any reason, you shall immediately cease all use of the Intellectual Property and all of your rights to use the Intellectual Property will automatically revert to us without cost and without the execution or delivery of any document. Upon our request, you will execute all documents that we require to confirm such reversion. Without limiting the foregoing, upon expiration or termination of this Agreement, you shall not adopt or use any name, mark, or trade dress similar to our Proprietary Marks and Trade Dress.

Section 10 Improvements. Any and all improvements to the System that you develop (whether or not consented to by us) will automatically become our property, without payment of any compensation to you. If such improvements may be protected by way of trademark, copyright, patent, trade secret, or otherwise, you will execute such documentation as we may reasonably require to evidence ownership of such improvements by, and to transfer ownership thereof to, us.

Section 11 Taxes. You will pay when due all taxes, assessments, and governmental charges upon or against you or your real or personal properties, income, and revenues; provided that no such tax, assessment, or governmental charge need be paid so long as the validity, applicability, or amount thereof is being contested in good faith by appropriate proceedings and appropriate reserves are maintained to pay the disputed amount, if necessary.

Section 12 Operations Manual.

12.1 Compliance with the Operations Manual. You must comply with and abide by each rule, procedure, standard, specification, and requirement contained in the Operations Manual, as it may be amended, modified, or supplemented periodically and such other written or electronically transmitted rules, procedures, standards, specifications, and requirements that we may issue periodically. You acknowledge that we may amend, modify, or supplement the Operations Manual at any time, so long as such amendments, modifications, or supplements will, in our good faith opinion, benefit us and our existing and future franchisees or will otherwise improve the System. You must comply with revised standards and operational procedures, including revised brand standards and specifications, within 30 days after we transmit the updates, unless otherwise specified.

12.2 Use of the Operations Manual. You agree to keep your copy of the Operations Manual up-to-date. If there is any dispute as to the current contents of the Operations Manual, the terms of our master copy maintained at our headquarters will control. You acknowledge that we own the copyright in the Operations Manual and that your copy of the Operations Manual and any copy thereof remains our property and will be returned to us immediately upon expiration or termination of this Agreement. You will treat the Operations Manual, and the information contained therein, as confidential and will maintain the confidentiality of such information. You will not, without our prior written consent, copy, duplicate, record, use, or otherwise reproduce in any way the Operations Manual, in whole or in part, or otherwise make their contents available to any unauthorized person, except as provided in Section 5.18 (Proprietary Information).

Section 13 Bookkeeping and Records. You agree to keep complete and accurate books, records, and accounts of all business conducted under this Agreement in accordance with generally accepted accounting principles. You must preserve all of your books and records in hard copy or in a format from which hard copies can be readily generated for at least five years from the date of preparation or such longer period as may be required by law. At our request, you

must retain and use, at your expense, the services of an accountant or accounting firm that we approve.

Section 14 Reports and Financial Statements. You agree to maintain, prepare and submit financial and operational reports and records to us at the times and in the manner as specified by us from time to time and in the Operations Manual ("**Operations Reports**"). Currently, you are required to submit Operations Reports on the first business day of the month, reflecting operational data from the preceding month. If you submit your Operations Report to us after the first business day of the month, you are required to pay us a late fee of $250; if you do not submit your Operations Report by the fifteenth business day of the month, you are required to pay us an additional late fee of $250 (together, the "**Report Fee**").

Upon our written request, by April 15 of each year, you must submit your balance sheet and income statement for the previous calendar year. With respect to your year-end income statement and balance sheet, you or the Operating Principal must certify that the income statement and balance sheet are correct and complete and that they have been prepared in accordance with generally accepted accounting principles. We have the right to demand audited financial statements if an Event of Default has occurred within the last calendar year.

Section 15 Additional Information. You shall respond promptly to requests from us for clarification and/or additional information regarding any matter entrusted to you under this Agreement. We may from time to time require information about your financial condition, earnings, sales, profits, costs, expenses, and performance to provide a basis for providing our prospective franchisees with information concerning actual or potential earnings or to comply with applicable laws and regulations governing the sale of franchises, or to inform us as to the operation of your Franchise Clinic. You will provide such information promptly upon our request, and you will certify that such information is true and complete in all material respects.

Section 16 Auditing. Without limiting the foregoing, upon five days written notice to you, we may audit or cause to be audited any statement you are required to submit pursuant to Section 5.14 (Reports and Financial Statements) and we may review, or cause to be reviewed, the records maintained by any bank or other financial institution used by you in connection with the Franchise Clinic. If any such audit or review discloses an understatement of the Gross Sales for any period or periods, you will pay to us, within 10 days after demand for payment is made, all additional Royalty Fees, Marketing Fees or other amounts required to be paid based upon the results of such audit or review. In addition, if such understatement for any period or periods is 2% or more of the Gross Sales for such period or periods, you will reimburse us for the cost of such audit or review, including without limitation the charges of any independent accountant and the cost of travel and living expenses and wages for such accountant and employees or other agents of ours. You will pay to us, upon demand, on any delinquent fees interest at the lesser of 18% per annum or the maximum rate allowed by law calculated from the date when the fees should have been paid to the date of actual payment.

Section 17 Inspection. We have the right, through our employees and any agents we designate, at any time during business hours and without prior notice to you to: (i) inspect the Site and Franchise Clinic for compliance with the Operations Manual and this Agreement, (ii) interview your employees, landlord, and customers, (iii) examine the records, invoices, payroll records, check stubs, sales tax records and returns, and other supporting records and documents of the Franchise Clinic, and (iv) examine your income tax records and any other information, records or properties relating to the ownership, management, or operation of the Franchise Clinic. If we notify you of any deficiencies after the inspection, you must promptly take steps to correct them. If you

fail to correct any deficiencies within a reasonable time, not to exceed 30 days, we have the right to correct such deficiencies and charge you a reasonable fee plus our costs and expenses incurred in such inspection. Any inspections will be made at our expense, unless the inspection is necessitated by your repeated or continuing failure to comply with any provision of this Agreement, in which case we may charge you the costs of making such inspection, including without limitation the wages and cost of travel and living expenses for our representatives.

Section 18 Proprietary Information.

18.1 Receipt of Proprietary Information. You acknowledge that prior to or during the Term, we may disclose in confidence to you, either orally or in writing, certain trade secrets, know-how, and other confidential information (collectively, "Proprietary Information") relating to the System. "Proprietary Information" does not include (i) information that is part of the public domain or becomes part of the public domain through no fault of you, (ii) information disclosed to you by a third party having legitimate and unrestricted possession of such information, (iii) information that you can demonstrate by clear and convincing evidence was within your legitimate and unrestricted possession when the parties began discussing the sale of the franchise, or (iv) information that is not protectable as a trade secret five years after the termination or expiration of this Agreement.

18.2 Nondisclosure of Proprietary Information. You will not, nor will you permit any person to, use or disclose any Proprietary Information (including without limitation all or any portion of the Operations Manual) to any other person, except to the extent necessary for your professional advisors and your employees to perform their functions in the operation of the Franchise Clinic. You will be liable to us for any unauthorized use or disclosure of Proprietary Information by any employee or other person to whom you disclose Propriety Information. You will take reasonable precautions to protect the Proprietary Information from unauthorized use or disclosure and will implement any systems, procedures, or training programs that we require. At our request, you will require anyone who may have access to the Proprietary Information to execute non-disclosure agreements in a form satisfactory to us that identifies us as a third party beneficiary of such covenants with the independent right to enforce the agreement.

Section 19 Indemnification. You agree to protect, defend and indemnify us, our subsidiaries, and their respective affiliates, officers, members, managers and directors with respect to, and to hold each of them harmless from and against, any and all costs, expenses, attorneys' fees, losses, liabilities, damages, claims and demands arising in any way out of the occupation, possession, ownership, use or operation of the Franchise Clinic including, without limitation, any claim relating to any injury allegedly suffered by any patient of the Franchise Clinic and from any claim for injury to you or any or your employees or agents at the Franchise Clinic arising out of your or their participation in Initial Training or subsequent training (collectively the "**Claims**"); provided, however, that you shall have no obligation to indemnify us for any such costs, expenses, attorneys' fees, losses, liabilities, damages, claims and demands resulting from any defect in a product manufactured or supplied directly by us, your authorized use of the Intellectual Property during the term of, and in accordance with, this Agreement, or Claims caused by the sole negligence of Franchisor, our employees or agents. You shall notify us immediately of any Claims of which you have knowledge. We shall have the right, but not the obligation, to defend any Claim in the manner we deem appropriate and you shall pay to us all costs, including attorneys' fees, incurred by us in effecting such defense, in addition to any sum which we may pay by reason of any settlement or judgment against us. We shall be also entitled to use any attorneys we choose and to settle any Claims and you must cooperate in that defense. Our decisions in connection with the defense of any Claims will be final and binding. We will indemnify

or reimburse you for your liability and reasonable costs if there is a Claim challenging your authorized use of the Intellectual Property provided you have notified us immediately after you learned of the Claim and cooperated with us in defending the Claim. Our right to indemnification under this Agreement shall arise notwithstanding that joint or concurrent liability may be imposed on us by statute, ordinance, regulation or other law. Your obligation to indemnify us shall not be diminished by any defenses you may have. Your indemnity obligation shall survive the termination or expiration of this Agreement.

Section 20 Your Covenant Not to Compete.

20.1 During the Term. You acknowledge that you will receive valuable, specialized training and confidential information regarding the System. During the Term, you and your Owners will not, without our prior written consent, either directly or indirectly, for themselves, or through, on behalf of, or in conjunction with any other person or Entity:

(a) own, manage, engage in, be employed by, advise, make loans to, or have any other interest in any business that offers chiropractic or related services at any location in the United States (a **"Competitive Business"**);

(b) divert or attempt to divert any business or customer or potential business or customer of the Franchise Clinic to any Competitive Business, by direct or indirect inducement or otherwise;

(c) perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System;

(d) use any vendor relationship established through your association with us for any purpose other than to purchase products or equipment for use or retail sale in the Franchise Clinic; or

(e) directly or indirectly solicit for employment any person who at any time within the immediate past 12 months has been employed by us, or our affiliates, or by any of our franchisees.

20.2 After Termination, Expiration, or Transfer. For three years after the expiration or termination of this Agreement or an approved Transfer to a new franchisee, you and your Owners may not, without our prior written consent, communicate, reveal, use, appropriate, divulge, or use for the benefit of, directly or indirectly, any other person or entity any trade secrets, knowledge, procedures, methods, systems or other confidential business or proprietary information imparted by us or used in the System. With respect to any Owner, the time period in this Section 5.20(b) will run from the expiration, termination, or Transfer of this Agreement or from the termination of the Owner's relationship with you, whichever occurs first.

20.3 Publicly Traded Corporations. Ownership of less than five percent of the outstanding voting stock of any class of stock of a publicly traded corporation will not, by itself, violate this Section 5.20.

20.4 Covenants of Owners and Employees. The Owners personally bind themselves to this Section 5.20 by signing this Agreement or the attached Guarantee. You must also obtain from your officers, directors, Head Licensed Practitioner(s), other licensed practitioners, employees, and other individuals that we may designate executed agreements

containing nondisclosure and noncompete covenants similar in substance to those contained in this Section 5.20 as we prescribe in the Operations Manual and otherwise. The agreements must be in a form acceptable to us and specifically identify us as being a third party beneficiary and having the independent right to enforce them.

20.5 Enforcement of Covenants. You acknowledge and agree that (i) the time, territory, and scope of the covenants provided in this Section 5.20 are reasonable and necessary for the protection of our legitimate business interests; (ii) you have received sufficient and valid consideration in exchange for those covenants; (iii) enforcement of the same would not impose undue hardship; and (iv) the period of protection provided by these covenants will not be reduced by any period of time during which you are in violation of the provisions of those covenants or any period of time required for enforcement of those covenants. To the extent that this Section 5.20 is judicially determined to be unenforceable by virtue of its scope or in terms of area or length of time, but may be made enforceable by reductions of any or all thereof, the same will be enforced to the fullest extent permissible. You agree that the existence of any claim you may have against us, whether or not arising from this Agreement, will not constitute a defense to our enforcement of the covenants contained in this Section 5.20. You acknowledge that any breach or threatened breach of this Section 5.20 will cause us irreparable injury for which no adequate remedy at law is available, and you consent to the issuance of an injunction prohibiting any conduct violating the terms of this Section 5.20. Such injunctive relief will be in addition to any other remedies that we may have.

Section 21 Transfer and Assignment.

21.1 Definition of Transfer. For purposes of this Agreement, **"Transfer"** as a verb means to sell, assign, give away, transfer, pledge, mortgage, or encumber, either voluntarily or by operation of law (such as through divorce or bankruptcy proceedings), any interest in this Agreement, the License, the Franchise Clinic, substantially all the assets of the Franchise Clinic, or in the ownership of the franchisee (if you are an Entity). **"Transfer"** as a noun means any such sale, assignment, gift, transfer, pledge, mortgage, or encumbrance.

21.2 No Transfer Without Our Consent. This Agreement and the License are personal to you, and we have granted the License in reliance on your (and, if you are an Entity, your Owners') business skill, financial capacity, and personal character. Accordingly, neither you nor any of the Owners or any successors to any part of your interest in this Agreement or the License may make any Transfer or permit any Transfer to occur without our prior written consent. If you or any of your Owners desire to make a Transfer, you must promptly provide us with written notice. Any purported Transfer, without our prior written consent, will be null and void and will constitute an Event of Default (as herein defined), for which we may terminate this Agreement without opportunity to cure. We have sole discretion to withhold our consent, but consent will not be unreasonably withheld. We have the right to communicate with both you, your counsel, and the proposed transferee on any aspect of a proposed Transfer. You agree to provide any information and documentation relating to the proposed Transfer that we reasonably require. No Transfer may be completed until at least 60 days after we receive written notice of the proposed Transfer. Our consent to a Transfer does not constitute a waiver of any claims that we have against the transferor, nor is it a waiver of our right to demand exact compliance with the terms of this Agreement. If the Franchise Clinic is not open and operating, we will not consent to a Transfer of the License or this Agreement, and we are under no obligation to do so.

21.3 Transfer Of Entire Business. For a proposed Transfer of your Franchise Clinic or this Agreement (or, if you are an Entity, a Transfer of ownership interests that would result in a change of control), the following conditions apply (unless waived by us):

(a) When you provide written notice of the proposed Transfer, you must pay to us a non-refundable deposit of $3,000 to cover our administrative costs incurred in reviewing the proposal. The deposit will be applied towards your Transfer Fee in the event that the Transfer is completed.

(b) You must satisfy all of your accrued monetary obligations to us.

(c) You must be in compliance with all obligations to us under this Agreement and any other agreement that you have with us and our affiliates as of the date of the request for our approval of the Transfer, or you must make arrangements satisfactory to us to come into compliance by the date of the Transfer.

(d) You and your Owners must execute a general release, in a form that we prescribe, in favor of us, our affiliates, and our and our affiliates' past, present, and future officers, directors, managers, members, equity holders, agents, and employees, releasing them from all claims, including without limitation claims arising under federal, state, and local laws, rules, and regulations.

(e) You and your Owners must agree to remain liable for all of the obligations to us in connection with the Franchise Clinic arising before the effective date of the Transfer, and execute any and all instruments that we reasonably request to evidence such liability.

(f) You and all your Owners agree in writing to be bound by the provisions of Sections 5.9 (Intellectual Property), 5.18 (Proprietary Information), 5.19 (Indemnification), and 5.20 (Your Covenant Not to Compete) as if you or they were the Franchisee and this Agreement had expired or terminated as of the effective date of the Transfer.

(g) You must provide us with written notice from your landlord indicating that your landlord has agreed to transfer the Site Lease to your transferee.

(h) You must pay to us a transfer fee equal to 50% of our then-current Initial Franchise Fee (the "Transfer Fee"). You must make such payment by wire transfer from the proceeds of the sale at the closing if we so request.

(i) Your proposed transferee (or, if the transferee is not an individual, all owners of any beneficial interest in the transferee) must demonstrate to our satisfaction that he or she meets all of our then-current qualifications to become a Maximized Living Health Centers franchisee or if he or she is already a Maximized Living Health Centers franchisee, he or she must not be in default under any of their agreements with us and must have a good record of customer service and compliance with our operating standards.

(j) Your proposed transferee (and, if the transferee is not an individual, such owners of a beneficial interest in the transferee as we may request) must enter into

a written assignment, in a form satisfactory to us, assuming and agreeing to discharge and guarantee all of your obligations hereunder.

(k) Your proposed transferee (and, if the transferee is not an individual, such owners of a beneficial interest in the transferee as we may request) must execute, for a term ending on the last day of the Term and with such Successor Term as is provided by this Agreement, our then-current franchise agreement for new franchisees and such other agreements as we may require, which agreements will supersede this Agreement in all respects. The terms of the new franchise agreement may differ significantly from the terms of this Agreement. The prospective transferee will not be required to pay any initial Franchise Fee.

(l) Your proposed transferee and their representatives must successfully complete our then-current training requirements at their expense.

(m) Your proposed transferee must make arrangements to modernize or upgrade the Franchise Clinic, at its expense, to conform to our then-current standards and specifications for new Franchise Clinics.

(n) Your proposed transferee must covenant that it will continue to operate under the Proprietary Marks and using the System.

(o) If the proposed transferee is an Entity, its owner or owners of a beneficial interest in the transferee must execute our then-current form of personal guarantee.

21.4 Transfer Of Partial Ownership Interest. For any proposal to admit a new Owner, to remove an existing Owner, or to change the distribution of ownership shown on **Appendix A**, or for any other transaction that amounts to the Transfer of a partial interest in the business, you must give us advance notice and submit a copy of all proposed contracts and other information concerning the Transfer that we may request. We will have the right to require you to pay an administrative fee that is equal to our administrative costs in processing such Transfer (currently, $15,000. We will have a reasonable time (not less than 30 days) after we have received all requested information to evaluate the proposed Transfer. You must satisfy the conditions in Sections 5.21(c)(iii), (iv), and (xv). We may withhold our consent on any reasonable grounds or give our consent subject to reasonable conditions. You acknowledge that any new Owner must submit a personal application and must execute our then-current franchise agreement, which will contain a term ending on the last day of the Term and such Successor Term as is provided by this Agreement.

21.5 Transfer To An Entity. We will consent to the Transfer of this Agreement to an Entity that you form for the convenience of ownership, provided that: (i) the Entity has and will have no other business besides operating Franchise Clinics; (ii) you satisfy the conditions in Sections 5.21(c)(ii) through 5.21(c)(vii) and Section 5.21(c)(xv); (iii) the Owners hold equity interests in the new Entity in the same proportion shown on the Summary Page; and (iv) you pay an administrative fee that is equal to our administrative costs in processing such transfer (currently, $3,000).

21.6 Transfer Upon Death Or Incapacity. If you or any Owner dies, becomes incapacitated, or enters bankruptcy proceedings, that person's executor, administrator, personal representative, or trustee must apply to us in writing within three months after the event (death,

declaration of incapacity, or filing of a bankruptcy petition) for consent to Transfer the person's interest. The Transfer will be subject to the provisions of this Section 5.21, as applicable. In addition, if the deceased or incapacitated person is you, we will have the right (but not the obligation) to take over operation of the Franchise Clinic until the Transfer is completed and to charge a reasonable management fee for our services. For purposes of this Section, "incapacity" means any physical or mental infirmity that will prevent the person from performing his or her obligations under this Agreement (i) for a period of 30 or more consecutive days or (ii) for 60 or more total days during a calendar year. In the case of Transfer by bequest or by intestate succession, if the heirs or beneficiaries are unable to meet the conditions of Section 5.21(c), the executor may transfer the decedent's interest to another successor that we have approved, subject to all of the terms and conditions for Transfers contained in this Agreement. If an interest is not disposed of under this Section 5.21(f) within 120 days after the date of death or appointment of a personal representative or trustee, we may terminate this Agreement under Section 6.2 (Our Remedies After An Event of Default).

21.7 Our Right Of First Refusal.

(a) Our Right. We have the right, exercisable within 30 days after receipt of the notice of your intent to Transfer and such documentation and information that we require, to send written notice to you that we intend to purchase the interest proposed to be Transferred on the same economic terms and conditions offered by the third-party or, at our option, the cash equivalent thereof. If you and we cannot agree on the reasonable equivalent in cash or if the Transfer is proposed to be made by gift, we will designate, at our expense, an independent appraiser to determine the fair market value of the interest proposed to be transferred. We may purchase the interest at the fair market value determined by the appraiser or may elect at that time to not exercise our rights. Closing on our purchase must occur within 90 days after the date of our notice to the seller electing to purchase the interest. We may assign our right of first refusal to someone else either before or after we exercise it. However, our right of first refusal will not apply with regard to Transfers to an Entity under Section 5.21(e) or Transfers to your spouse, son, or daughter (including Transfers to your spouse, son, or daughter as a result of death or incapacity as described in Section 5.21(f)).

(b) Declining Our Right. If we elect not to exercise our rights under this Section, the transferor may complete the Transfer after complying with Sections 5.21(b) to 5.21(f). Closing of the Transfer must occur within 90 days of our election (or such longer period as applicable law may require); otherwise, the third-party's offer will be treated as a new offer subject to our right of first refusal. Any material change in the terms of the offer from a third-party after we have elected not to purchase the seller's interest will constitute a new offer subject to the same right of first refusal as the third party's initial offer. The Transfer is conditional upon our determination that the Transfer was on terms substantially the same as those offered to us.

Section 22 Compliance with Laws and Regulations. You must comply with all applicable federal, state, and local laws, rules, regulations, and ordinances. You will obtain and maintain in good standing any and all licenses, permits, and consents necessary for you to lawfully operate the Franchise Clinic. You have sole responsibility for such compliance despite any information or advice that we may provide.

Section 23 Notice of Proceedings. You will notify us in writing within five days after the commencement of any action, suit or proceeding, or of the issuance of any inquiry, subpoena,

order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality in connection with the operation or financial condition of the Franchise Clinic, including without limitation any criminal action or proceeding brought by you against any employee, customer, or other person, but excluding civil proceedings against customers to collect monies owed.

Section 24 Ownership and Guarantee.

24.1 Owners of Equity. If you are an Entity, each of your Owners must execute the attached "Payment and Performance Guarantee" (the **"Guarantee"**). By executing the Guarantee, each Owner will be bound by the provisions contained in this Agreement, including without limitation the restrictions set forth in Section 5.20 (Your Covenant Not to Compete). Further, a violation of any of the provisions of this Agreement, including the covenants contained in Section 5.20, by any Owner will also constitute a violation by you of your obligations under this Agreement. You represent that the individuals executing this Agreement represent that they are your sole owners.

24.2 Governing Documents. If you are an Entity, upon our request, you agree to furnish us with a list of holders of direct or indirect equity interests and their percentage interests, as well as copies of your governing documents and any other corporate documents, books, or records, including certificates of good standing from your state. The Owners may not enter into any shareholders' agreement, management or operating agreement, voting trust, or other arrangement that gives a third party the power to direct and control your affairs without our prior written consent. During the Term, your governing documents must provide that no transfer of any ownership interest may be made without our prior written consent. Any securities that you issue must bear a conspicuous printed legend to that effect.

F. **Termination and Default.**

Section 1 Events of Default. Any one of more of the following constitutes an **"Event of Default"** under this Agreement:

1.1 (i) You fail, refuse, or neglect to pay any monies owing to us or our affiliates or fail to make sufficient funds available to us as provided in Section 3.10 (Methods of Payment) within ten days after receiving written notice of your default or 30 days after due date of the payment, whichever is the shorter period, or (ii) you have previously been given at least two notices of nonpayment for any reason within the last 24 months and you subsequently fail to timely pay when due any monies;

1.2 You are more than 60 days past due on your obligations to suppliers and trade creditors in an amount exceeding $2,000, unless you have given us prior notice that the failure to pay is a result of a bona fide dispute with such supplier or trade creditor that you are diligently trying to resolve in good faith;

1.3 You or any Owner make any material misrepresentations or omissions in connection with your application to us for the franchise, this Agreement, or any related documents, or you submit to us any report or statement that you know or should know to be false or misleading;

1.4 You underreport Gross Sales by more than 2% two or more times in any two-year period or by 5% or more for any period of one month or greater;

1.5 You refuse to permit, or try to hinder, an examination or audit of your books and records, the Franchise Clinic, or the Site as required by this Agreement;

1.6 You fail to timely file any periodic report required in this Agreement or the Operations Manual three or more times in a 12-month period, whether or not you subsequently cure the default;

1.7 You fail to submit information regarding the proposed Site or you fail to obtain our acceptance for a Site within the time periods specified in Section 5.1(a) (Site Selection);

1.8 Your Required Trainees fail to complete Initial Training to our satisfaction by the Opening Deadline specified in Section 5.1(d) (Commencement of Operations) of this Agreement;

1.9 You fail to deliver to us the completely executed Site Lease and Lease Addendum within 10 days after execution of the Site Lease;

1.10 You fail to open for business by the Opening Deadline specified in Section 5.1(d) (Opening Deadline) of this Agreement;

1.11 You fail to make changes to the Site and the Franchise Clinic as required in Section 5.1(g) (Refurbishing) within 90 days of our request;

1.12 You fail to maintain possession of the Site and fail to secure our approval of and enter into a lease for a new accepted Site within 90 days after the expiration or termination of the Site Lease;

1.13 You voluntarily suspend operation of the Franchise Clinic without our prior written consent for five or more consecutive business days on which you were required to operate, unless we determine, in our sole and absolute discretion, that the failure was beyond your control;

1.14 You use any of the Proprietary Marks or any other identifying characteristic of us other than in the operation or advertising of the Franchise Clinic;

1.15 You disclose or divulge the contents of the Operations Manual or other trade secrets or Proprietary Information contrary to Section 5.18 (Proprietary Information);

1.16 You become insolvent or make an assignment for the benefit of your creditors, execution is levied against your business assets, or a suit to foreclose any lien or mortgage is instituted against you and not dismissed within 30 days;

1.17 You, any Owner, or any of your officers or directors are convicted of or plead nolo contendere to a felony, a crime involving moral turpitude or consumer fraud, or any other crime or offense that we believe is likely to have an adverse effect on our franchise system, the Proprietary Marks and any associated goodwill, or the System (an **"Adverse Effect"**) or you, any Owner, or any of your officers or directors has engaged in or engages in activities that, in our reasonable opinion, have an Adverse Effect;

1.18 Any Transfer occurs that does not comply with Section 5.21 (Transfer and Assignment);

1.19 You or any Owner violates the covenants in Section 5.20 (Your Covenant Not to Compete);

1.20 You breach or fail to comply with any law, regulation, or ordinance which results in a threat to the public's health or safety and fail to cure the non-compliance within 24 hours following receipt of notice thereof from us or applicable public officials, whichever occurs first;

1.21 You default under any other franchise agreement or other agreement between you and us or our affiliates, provided that the default would permit us or our affiliate to terminate that agreement;

1.22 You breach or fail to comply with any other covenant, agreement, standard, procedure, practice, or rule prescribed by us, whether contained in this Agreement, in the Operations Manual, or otherwise in writing and fail to cure such breach or failure to our satisfaction within 30 days (or such longer period as applicable law may require) after we provide you with written notice of the default; or

1.23 You are in default three or more times within any 18-month period, whether or not the defaults are similar and whether or not they are cured.

Section 2 Our Remedies After An Event of Default. If an Event of Default occurs, we may, at our election and without notice or demand of any kind, declare this Agreement, the License, and any and all other rights granted under this Agreement to be immediately terminated and, except as otherwise provided herein, of no further force or effect. Upon termination, you will not be relieved of any of your obligations, debts, or liabilities under this Agreement, including without limitation any debts, obligations, or liabilities that you accrued prior to such termination. Upon termination, you will also pay to us all future Royalty Fees you would have been liable to pay under this Agreement absent such termination, discounted to then-present value. Our right to terminate you is in addition to, and not in lieu of, any and all other rights and remedies available to us at law, in equity, or otherwise, all of which are cumulative.

Section 3 Suspension of Our Performance. We do not have any obligation to perform or to comply with our obligations to you under this Agreement or other agreements when a default exists, until you cure the default to our satisfaction.

Section 4 Our Performance of Your Obligations. We will have the right, but not the obligation, to undertake or perform on your behalf any obligation or duty that you are required to, but fail to, perform under this Agreement. You will reimburse us upon demand for all costs and expenses that we reasonably incur in performing any such obligation or duty, and you will pay to us interest on the amount of such costs and expenses as specified in Section 3.9 (Interest; Late Fee).

Section 5 Termination By You. You may terminate this Agreement only if: (i) we commit a material breach of this Agreement; (ii) you give us written notice of the breach; (iii) we fail to cure the breach, or to take reasonable steps to begin curing the breach, within 60 days after receipt of your notice; and (iv) you are in full compliance with your obligations under this Agreement. Termination will be effective no less than ten days after you deliver to us written notice of termination for failure to cure within the allowed period. Any attempt to terminate this Agreement without complying with this Section 6.6 will constitute an Event of Default by you.

G. **Your Obligations Upon Expiration or Termination.**

You covenant and agree that upon expiration or termination of this Agreement for any reason, unless we direct you otherwise:

Section 1 Payment of Costs and Amounts Due. You will pay upon demand all sums owing to us and our affiliates. If this Agreement is terminated due to an Event of Default, you will promptly pay all damages, lost future Royalty Fees, costs, and expenses, including reasonable attorneys' fees, incurred by us as a result of your default. These payment obligations will give rise to and remain, until paid in full, a lien in favor of us against the Franchise Clinic premises and any and all of the personal property, fixtures, equipment, and inventory that you own at the time of the occurrence of the Event of Default. We are hereby authorized at any time after the Effective Date to make any filings and to execute such documents on your behalf to perfect the lien created hereby. You also will pay to us all damages, costs, and expenses, including reasonable attorneys' fees, that we incur after the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provision of this Section 7.

Section 2 Discontinue Use of the System and the Proprietary Marks. You must immediately cease using, by advertising or in any other manner, the Intellectual Property (including, without limitation, the Proprietary Marks and the Trade Dress), and all other distinctive forms, slogans, signs, symbols, and devices associated with the System. You must immediately cease using the confidential methods, procedures, and techniques associated with the System.

Section 3 Return of Proprietary Information. You must immediately return to us, at your expense, all copies of the Operations Manual, and all other Proprietary Information (and all copies thereof).

Section 4 Cease Identification with Us. You must immediately take all action required (i) to cancel all assumed name or equivalent registrations relating to your use of the Proprietary Marks and (ii) to cancel or transfer to us or our designee all telephone numbers, post office boxes, and classified and other directory listings relating to the Franchise Clinic. You acknowledge that as between you and us, we have the sole rights to and interest in all telephone numbers, post office boxes, and directory listings associated with any of the Proprietary Marks. If you fail to comply with this Section 7.4, you hereby authorize us and irrevocably appoint us or our designee as your attorney-in-fact to direct the telephone company, postal service, and all listing agencies to transfer such numbers, boxes, and listings to us. The telephone company, the postal service, and each listing agency may accept such direction by us pursuant to this Agreement as conclusive evidence of our exclusive rights in such telephone numbers, post office boxes, and directory listings and our authority to direct their transfer.

Section 5 Our Option to Purchase Certain Goods. Within seven days from the date of termination or expiration of this Agreement, we and you will arrange for an inventory to be made, at your expense, of your inventory, supplies, equipment, signs, and fixtures related to the operation of the Franchise Clinic. We will have the option, to be exercised within 30 days after such inventory has been made, to purchase from you any or all of those items at fair market value. If the parties cannot agree on fair market value within a reasonable time and we continue to desire to purchase the items, we will select an independent appraiser after consultation with you, and his or her determination will be final and binding. If we exercise our option to purchase, we will have the right to set off all amounts then due from you to us or our affiliates against any payments we are otherwise obligated to make to you. If we do not exercise our option to purchase, you agree to dispose of your inventory, supplies, equipment, signs, and fixtures as we direct. You may

not sell any inventory, supplies, equipment, signs, or fixtures containing any of the Proprietary Marks without our prior written approval.

Section 6 Our Option to Assume Your Lease. You will, at our option, assign to us any interest you have in any Site Lease. If we assume your interest under any Site Lease, you will be responsible for paying rent and all other charges due under such Site Lease for all periods until the time of such assumption. If we pay any such amount on your behalf, you will reimburse us for such amount upon demand.

Section 7 De-identification of the Site. If we do not exercise our option to acquire the Site Lease, you will make such modifications or alterations to the Site immediately upon termination or expiration of this Agreement that we deem necessary to distinguish the appearance of the Site from a Maximized Living Health Centers location, including, but not limited to, removing the signs, the Proprietary Marks, and any Trade Dress so as to indicate to the public that you are no longer associated with us. If you do not comply with the requirements of this Section 7.7, we may enter the Franchise Clinic without being guilty of trespass or any other tort, for the purpose of making or causing to be made any required changes. You agree to reimburse us on demand for our expenses in making such changes.

Section 8 Promote Separate Identity. You will not, directly or indirectly, in any manner, identify yourself, or any individual connected with you, as a former Maximized Living Health Centers franchisee or as otherwise having been associated with us, or use in any manner or for any purpose any of the Proprietary Marks.

Section 9 Comply with Noncompete. You and your Owners must comply with the covenant not to compete in Section 5.20(b) (Your Covenant Not to Compete).

Section 10 Injunctive and Other Relief. You acknowledge that your failure to abide by the provisions of this Section 7 will result in irreparable harm to us, and that our remedy at law for damages will be inadequate. Accordingly, you agree that if you breach any provisions of this Section 7, we are entitled to injunctive relief (including the remedy of specific performance) in addition to any other remedies available at law or in equity.

H. **Dispute Resolution and Governing Law.**

Section 1 Arbitration.

1.1 Disputes to be Arbitrated. Except as set forth in Section 8.1(d), any controversy, claim or dispute arising out of or relating to the Franchise Clinic, this Agreement or its breach, including, without limitation, any claim that this Agreement or any part of this Agreement is invalid, illegal or otherwise voidable or void, shall be submitted to arbitration before and, unless otherwise provided herein, in accordance with the arbitration rules of the American Arbitration Association (the "**AAA**"), except that there shall only be one arbitrator, and the arbitration shall be conducted where Franchisor's home office is located at the time an arbitration demand is filed. Notwithstanding any provision of this Agreement relating to which state laws govern this Agreement, all issues relating to arbitrability or the enforcement of the agreement to arbitrate contained herein shall be governed by the Federal Arbitration Act (9 U.S.C. §1 et seq.) and the federal common law of arbitration.

1.2 Entry of Judgment. Judgment upon an arbitration award may be entered in any court having competent jurisdiction and shall be final, binding, and non-appealable.

1.3 Procedures. The arbitration provisions of this Section 8.1 are self-executing and shall remain in full force and effect after the expiration or termination of this Agreement. If either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party by default or otherwise, notwithstanding such failure to appear.

1.4 Excepted Disputes. The obligation herein to arbitrate shall not be binding upon either party with respect to claims relating to the Proprietary Marks or requests by any party for temporary restraining orders, preliminary injunctions or other procedures in a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual dispute.

Section 2 Forum for Litigation. For any matters that are not required to be arbitrated, you and the Owners must file any suit against us, and we may file any suit against you, in federal or state courts located in the state in which our principal office is located at the time any litigation commences. The parties waive all questions of personal jurisdiction and venue for the purpose of carrying out this provision.

Section 3 Governing Law. This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Florida, except for the provisions of Section 5.20 (Your Covenant Not to Compete), which shall be governed by the laws of the state in which your Franchise Clinic is located. In the event of any conflict-of-law question, the laws of Florida shall prevail, without regard to the application of Florida conflict-of-law rules.

Section 4 Mutual Waiver of Jury Trial. You and we each irrevocably waive trial by jury in any litigation.

Section 5 Mutual Waiver of Punitive Damages. With the exception of Section 6.3 (Liquidated Damages), each of us waives any right to or claim of punitive, exemplary, multiple, or consequential damages against the other in arbitration or litigation and agrees to be limited to the recovery of actual damages sustained.

Section 6 Remedies Not Exclusive. Except as provided in Section 6.3 (Liquidated Damages) and Section 8.5 (Mutual Waiver of Punitive Damages), no right or remedy that the parties have under this Agreement is exclusive of any other right or remedy under this Agreement or under applicable law. Each and every such remedy will be in addition to, and not in limitation of or substitution for, every other remedy available at law or in equity or by statute or otherwise.

Section 7 Our Right to Injunctive Relief. Nothing in this Agreement bars our right to obtain injunctive or declaratory relief against a breach or threatened breach of this Agreement that will cause us loss or damage. You agree that we will not be required to prove actual damages or post a bond in excess of $1,000 or other security in seeking or obtaining injunctive relief (both preliminary and permanent) and/or specific performance with respect to this Agreement.

Section 8 Attorneys' Fees and Costs. You agree to reimburse us for all expenses we reasonably incur (including attorneys' fees): (i) to enforce the terms of this Agreement against you or any Owner or any obligation owed to us by you and/or the Owners; and (ii) in the defense of any claim you and/or the Owners assert against us on which we substantially prevail in court or other formal legal proceedings. We agree to reimburse you for all expenses you reasonably incur (including attorneys' fees): (i) to enforce the terms of this Agreement against us or any obligation owed to you by us; and (ii) in the defense of any claim we assert against you on which you substantially prevail in court or other formal legal proceedings.

I. Miscellaneous.

Section 1 Entire Agreement. This Agreement and the documents referred to herein constitute the entire agreement between you and us with respect to the Franchise Clinic and supersede all prior discussions, understandings, representations, and agreements concerning the same subject matter, except that we acknowledge you do not waive your reliance on the representations made in the Maximized Living Franchise Disclosure Document that you received. This Agreement includes the terms and conditions on **Appendix A**, **Appendix B**, and **Appendix C**, which are incorporated into this Agreement by this reference.

Section 2 Amendments and Modifications. This Agreement may be amended or modified only by a written document signed by each party hereto.

Section 3 Waiver. Any term or condition of this Agreement may be waived at any time by the party which is entitled to the benefit of the term or condition, but such waiver must be in writing. No course of dealing or performance by any party, and no failure, omission, delay, or forbearance by any party, in whole or in part, in exercising any right, power, benefit, or remedy, will constitute a waiver of such right, power, benefit, or remedy. Our waiver of any particular default does not affect or impair our rights with respect to any subsequent default you may commit. Our waiver of a default by another franchisee does not affect or impair our right to demand your strict compliance with the terms of this Agreement. We have no obligation to deal with similarly situated franchisees in the same manner. Our acceptance of any payments due from you does not waive any prior defaults.

Section 4 Importance of Timely Performance. Time is of the essence in this Agreement.

Section 5 Headings. The headings in this Agreement are for convenience of reference and are not a part of this Agreement and will not affect the meaning or construction of any of its provisions.

Section 6 Severability. Each provision of this Agreement is severable from the others. If any provision of this Agreement or any of the documents executed in conjunction with this Agreement is for any reason determined by a court to be invalid, illegal, or unenforceable, the invalidity, illegality, or unenforceability will not affect any other remaining provisions of this Agreement or any other document. The remaining provisions will continue to be given full force and effect and bind us and you.

Section 7 Applicable State Law Controlling. If the termination, renewal, or other provisions set forth in this Agreement are inconsistent with any applicable state statute in effect as of the Effective Date, governing the relationship of us and franchisees, the provisions of such statute will apply hereto, but only to the extent of such inconsistency.

Section 8 Survival. Each provision of this Agreement that expressly or by reasonable implication is to be performed, in whole or in part, after the expiration, termination, or Transfer of this Agreement will survive such expiration, termination, or Transfer, including, but not limited to, Sections 5.9 (Intellectual Property), 5.18 (Proprietary Information), 5.19 (Indemnification), 5.20 (Your Covenant Not to Compete), and 7 (Your Obligations Upon Expiration or Termination).

Section 9 Consent. Whenever our prior written approval or consent is required under this Agreement, you agree to make a timely written request to us for such consent. Our approval or consent must be in writing and signed by an authorized officer to be effective.

Section 10 Independent Contractor Relationship. This Agreement does not create, nor does any conduct by us create, a fiduciary or other special relationship or make you or us an agent, legal representative, joint venturer, partner, employee or servant of each other for any purpose. You are not authorized to make any contract, agreement, warranty, or representation on our behalf, or to create any obligation, express or implied, on our behalf. During the Term, you agree to hold yourself out to the public as an independent contractor operating your Franchise Clinic under license from us, and you agree to post a notice to that effect pursuant to Section 5.9(a)(ii) (Proprietary Marks and Trade Dress) and, as we direct, in your advertising and on your contracts, forms, stationery, and promotional materials.

Section 11 Notices. All notices and other communications required or permitted under this Agreement must be in writing and must be given by one of the following methods of delivery: (i) personally; (ii) by certified or registered mail, postage prepaid; (iii) by overnight delivery service; or (iv) by facsimile (if the sender receives machine confirmation of successful transmission). Notices to you will be sent to the address set forth on **Appendix A**. Notices to us must be sent to:

Maximized Living Health Centers, LLC
4700 Millenia Blvd., Suite 220
Orlando, FL 32839

Either party may change its mailing address or facsimile number by giving notice to the other party. Notices will be deemed received the same day when delivered personally, upon attempted delivery when sent by registered or certified mail or overnight delivery service, or the next business day when sent by facsimile.

Section 12 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument.

Section 13 Successors and Assigns. Except as expressly otherwise provided herein, this Agreement is binding upon and will inure to the benefit of the parties and their respective heirs, executors, legal representatives, successors, and permitted assigns.

Section 14 No Third Party Beneficiaries. Except as expressly otherwise provided herein, no third party shall have the right to claim any of the benefits conferred under this Agreement.

Section 15 Additional Terms; Inconsistent Terms. The parties may provide additional or modified terms by including the terms or modifications on **Appendix A**. To the extent that any provisions of **Appendix A** are in direct conflict with the provisions of this Agreement, the provisions of **Appendix A** shall control.

J. **Your Representations and Acknowledgments.**

You and the Owners represent, warrant, and acknowledge as follows:

Section 1 Truth of Information. The information (including without limitation all personal and financial information) that you and your Owners have furnished or will furnish to us relating to the subject of this Agreement is true and correct in all material respects and includes all material facts necessary to make such information not misleading in light of the circumstances when made.

Section 2 Due Authority. This Agreement has been duly authorized and executed by you or on your behalf and constitutes your valid and binding obligation, enforceable in accordance with its terms, subject to applicable bankruptcy, moratorium, insolvency, receivership, and other similar laws affecting the rights of creditors generally.

Section 3 Terrorist Acts. You acknowledge that under applicable U.S. law, including, without limitation, Executive Order 13224, signed on September 23, 2001 ("Order"), we are prohibited from engaging in any transaction with any person engaged in, or with a person aiding any person engaged in, acts of terrorism, as defined in the Order. Accordingly, you represent and warrant to us that, as of the date of this Agreement, neither you nor any person holding any ownership interest in you, controlled by you, or under common control with you is designated under the Order as a person with whom business may not be transacted by us, and that you: (i) do not, and hereafter will not, engage in any terrorist activity; (ii) are not affiliated with and do not support any individual or Entity engaged in, contemplating, or supporting terrorist activity; and (iii) are not acquiring the rights granted under this Agreement with the intent to generate funds to channel to any individual or Entity engaged in, contemplating, or supporting terrorist activity, or to otherwise support or further any terrorist activity.

Section 4 Independent Investigation. You have conducted an independent investigation of the business venture contemplated by this Agreement and recognize that it involves business risks and that your results will be largely dependent upon your own efforts and ability. You have been accorded ample time to consult with your own legal counsel and other advisors about the potential risks and benefits of entering into this Agreement, and we have advised you to do so.

Section 5 Timely Receipt of Agreement and Disclosure Document. You have received an execution ready copy of this Agreement at least seven (7) calendar days before you executed this Agreement or any related agreements or paid any consideration to us. You have also received a Franchise Disclosure Document (the **"FDD"**) and access to the Operations Manual for your review as required by applicable state and/or federal laws, including a form of this Agreement, at least 14 calendar days (or such longer time period as required by applicable state law) before you executed this Agreement or any related agreements or paid any consideration to us. You have reviewed this Agreement and the FDD and Operations Manual and have been given ample opportunity to consult with, and ask questions of, our representatives regarding the documents.

Section 6 Financial Performance Representations. Except as may be stated in the FDD, neither we, nor any of our affiliates, nor any of our or our affiliates' officers, agents, employees, or representatives have made any representation to you, express or implied, as to the historical revenues, earnings, or profitability of any Maximized Living Health Centers franchise clinic, or the anticipated revenues, earnings, or profitability of the business subject to the License or any other business operated by us, our licensees, our franchisees, or our affiliates. In entering into this Agreement, you are not relying upon any information furnished by us or our representatives other than the information contained in this Agreement and the FDD.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement under seal as of the Effective Date.

IF YOU ARE AN INDIVIDUAL: PLEASE SIGN BELOW.

MAXIMIZED LIVING HEALTH CENTERS, LLC

By:_____

Title:_____

Date:_____

_____
[NAME OF FRANCHISEE]

Date:_____

IF YOU ARE A CORPORATION OR LIMITED LIABILITY COMPANY (LLC): THE OPERATING PRINCIPAL MUST SIGN THIS AGREEMENT ON BEHALF OF THE CORPORATION OR LLC. IN ADDITION, THE AGREEMENT MUST BE GUARANTEED BY THE OPERATING PRINCIPAL AND ALL OTHER OWNERS OF AN EQUITY INTEREST IN THE FRANCHISEE, ON THE GUARANTEE FORM ATTACHED TO THIS AGREEMENT.

MAXIMIZED LIVING HEALTH CENTERS, LLC

By:_____

Title:_____

Date:_____

_____
[INSERT YOUR CORPORATE NAME OR LLC]

By:_____

Title:_____

Date:_____

(Corporate or LLC Seal)

IF YOU ARE A PARTNERSHIP: ALL PARTNERS MUST SIGN THIS AGREEMENT. IN ADDITION, THE AGREEMENT MUST BE GUARANTEED BY ALL PARTNERS, ON THE GUARANTEE FORM ATTACHED TO THIS AGREEMENT.

MAXIMIZED LIVING HEALTH CENTERS, LLC

By:_____

Title:_____

Date:_____

_____
[INSERT YOUR PARTNERSHIP NAME]

By:_____

Title:_____

Date:_____

By:_____

Title:_____

Date:_____

(Partnership Seal)

(Partnership Seal)

RIDER FOR USE IN CALIFORNIA

This Agreement is amended and revised as follows for use in California:

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

No person named in Item 2 of the Franchise Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. §78a, et seg., suspending or expelling such persons from membership in such association or exchange.

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

Section 31125 of the Corporations Code requires us to give you a disclosure document in a form approved by the Commissioner of Business Oversight before we ask you to consider a material modification of your franchise agreement.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. § 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 binding arbitration. The arbitration will occur in Tampa, Florida. This provision may not be enforceable in California.

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

You must sign a general release if you renew or transfer your franchise. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

We use http://www.maxliving.com as our website. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.

[Signature page follows]

IN WITNESS WHEREOF, the parties have set their hands and seals as of the Effective Date.

FRANCHISEE:

_____

Printed Name: _____

Title, if any: _____

FRANCHISOR:

MAXIMIZED LIVING HEALTH CENTERS, LLC

By: _____

Printed Name: _____

Title: _____

ILLINOIS RIDER TO THE FRANCHISE AGREEMENT

This Agreement is amended and revised as follows for use in Illinois:

Notwithstanding anything to the contrary in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Illinois.

Illinois law governs the Franchise Agreement(s).

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

Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

IN WITNESS WHEREOF, the parties have set their hands and seals as of the Effective Date.

FRANCHISEE:

_____

Printed Name: _____

Title, if any: _____

FRANCHISOR:

MAXIMIZED LIVING HEALTH CENTERS, LLC

By: _____

Printed Name: _____

Title: _____

RIDER FOR USE IN INDIANA

This Agreement is amended and revised as follows for use in Indiana:

1. The Indiana Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with Indiana law, including the Indiana Franchises Act, Ind. Code Ann. §§ 1 – 51 (1994) (the "Franchise Act") and the Indiana Deceptive Franchise Practices Act, Ind. Code Ann. § 23-2-2.7 (1985) (the "Practices Act," together with the Franchise Act, the "Acts"). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. The Practices Act provides rights to Franchisee concerning nonrenewal and termination of the Agreement. To the extent the Agreement contains a provision that is inconsistent with the Practices Act, the Practices Act will control.

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

c. If the Agreement contains covenants not to compete upon expiration or termination of the Agreement that are inconsistent with the Practices Act, the requirements of the Practices Act will control.

d. The Practices Act provides that substantial modification of the Agreement by Franchisor requires written consent of Franchisee. If the Agreement contains provisions that are inconsistent with this requirement, the Practices Act will control.

e. If the Agreement requires litigation/arbitration to be conducted in a forum other than the State of Indiana, the requirement may be unenforceable as a limitation on litigation under the Practices Act § 23-2-2.7(10).

f. If the Agreement requires that it be governed by a state's law, other than the State of Indiana, to the extent that such law conflicts with the Acts, the Acts will control.

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

3. As to any state law described in this Rider that declares void or unenforceable any provision contained in the Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that Franchisee has initiated.

4. To the extent this Rider is inconsistent with any terms or conditions of the Agreement or the Attachments thereto, the terms of this Rider shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the parties have set their hands and seals as of the Effective Date.

FRANCHISEE:

_____

Printed Name: _____

Title, if any: _____

FRANCHISOR:

MAXIMIZED LIVING HEALTH CENTERS, LLC

By: _____

Printed Name: _____

Title: _____

RIDER FOR USE IN MARYLAND

This Agreement is amended and revised as follows for use in Maryland:

1. The Maryland Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Maryland law, including the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. §§14-201 through 14-233 (the "Maryland Franchise Registration and Disclosure Law"). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. The Agreement requires the Franchisee to execute a release of claims under certain circumstances, including renewals pursuant to Section 2.2(d) and transfers pursuant to Section 5.21(c)(iv) of the Agreement. Such release shall exclude claims arising under the Maryland Franchise Registration and Disclosure Law.

b. The Agreement designates jurisdiction and venue in a forum outside the state of Maryland. Such provision is void with respect to any cause of action which is otherwise enforceable in Maryland.

c. Section 6.1 of the Agreement is supplemented by the addition of the following to the end of the paragraph therein:

Any provision which provides for termination upon bankruptcy of the franchise may not be enforceable under federal bankruptcy law (11. U.S.C. Section 101 et. seq.).

d. Section 6.2 of the Agreement is supplemented by the addition of the following to the end of the paragraph therein:

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of a franchise.

e. Franchisor has filed an irrevocable consent to service of process in Maryland and Licensee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

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

3. To the extent this Rider is inconsistent with any terms or conditions of the Agreement or the Attachments thereto, the terms of this Rider shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the parties have set their hands and seals as of the Effective Date.

FRANCHISEE:

_____

Printed Name: _____

Title, if any: _____

FRANCHISOR:

MAXIMIZED LIVING HEALTH CENTERS, LLC

By: _____

Printed Name: _____

Title: _____

RIDER FOR USE IN MINNESOTA

This Agreement is amended and revised as follows for use in Minnesota:

(1) Section 3.1 is modified in its entirety to read as follows:

3.1 Fee. As partial consideration for the grant of the franchise, Franchisee shall pay to Franchisor an initial franchise fee of _____ _____ payable only upon completion of Franchisee's training and the opening of the Franchise Clinic. Franchisee expressly agrees that this initial franchise fee is fully earned and non-refundable by Franchisor as of the time the Franchise Agreement is fully executed.

(2) Section 6 is modified to include the following paragraph:

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

(3) Section 8 is modified to include the following sentence:

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

(4) A new Section 4.8 is added to the Agreement as follows:

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

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

(5) Section 5.21(c)(iv) is modified to include the following sentence:

Notwithstanding anything in this Agreement to the contrary, Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

(6) Section 6.2 is modified to include the following sentence:

Notwithstanding anything in this Agreement to the contrary, the franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J.

Also, a court will determine if a bond is required.

(7) A new Section 3.13 is added to the Agreement as follows:

3.13 Notwithstanding anything in this Agreement to the contrary, no payments shall be due to the Franchisor until such time as the Franchisee's training is completed and the franchised business is open.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the Effective Date.

FRANCHISEE:

_____

Printed Name: _____

Title, if any: _____

FRANCHISOR:

MAXIMIZED LIVING HEALTH CENTERS, LLC

By: _____

Printed Name: _____

Title: _____

RIDER FOR USE IN NEW YORK

This Agreement is amended and revised as follows for use in New York:

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

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

b. If the Agreement requires that it be governed by a state's law other than the laws of the State of New York, the choice of law provision shall not be considered to waive any rights conferred upon the Franchisee under the New York General Business Law, Article 33, Sections 680 through 695.

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

3. As to any state law described in this Rider that declares void or unenforceable any provision contained in the Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that Franchisee has initiated.

4. To the extent this Rider is inconsistent with any terms or conditions of the Agreement or the Attachments thereto, the terms of this Rider shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the parties have set their hands and seals as of the Effective Date.

FRANCHISEE:

_____

Printed Name: _____

Title, if any: _____

FRANCHISOR:

MAXIMIZED LIVING HEALTH CENTERS, LLC

By: _____

Printed Name: _____

Title: _____

RIDER FOR USE IN RHODE ISLAND

This Agreement is amended and revised as follows for use in Rhode Island:

1. The Rhode Island Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Rhode Island law, including the Franchise Investment Act (the "Act"), R.I. Gen. Law. ch. 395 Sec. 19-28.1-1 -19-28.1-34. To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. Section 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."

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

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

3. As to any state law described in this Rider that declares void or unenforceable any provision contained in the Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that Franchisee has initiated.

4. To the extent this Rider is inconsistent with any terms or conditions of the Agreement or the Attachments thereto, the terms of this Rider shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the parties have set their hands and seals as of the Effective Date.

FRANCHISEE:

_____

Printed Name: _____

Title, if any: _____

FRANCHISOR:

MAXIMIZED LIVING HEALTH CENTERS, LLC

By: _____

Printed Name: _____

Title: _____

RIDER FOR USE IN WISCONSIN

This Agreement is amended and revised as follows for use in Rhode Island:

1. The Securities Commissioner of the State of Wisconsin requires that certain provisions contained in franchise documents be amended to be consistent with Wisconsin Fair Dealership Law, Wisconsin Statutes, Chapter 135 ("Fair Dealership Law"). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. The Wisconsin Fair Dealership Law, among other things, grants Franchisee the right, in most circumstances, to 90 days prior written notice of termination or non-renewal and 60 days within which to remedy any claimed deficiencies. If the Agreement contains a provision that is inconsistent with these provisions of the Wisconsin Fair Dealership Law, the provisions of the Agreement shall be superseded by the Law's requirements and shall have no force or effect.

b. The Wisconsin Fair Dealership Law allows Franchisee to bring an action against Franchisor in any court of competent jurisdiction for damages sustained by Franchisee as a consequence of a violation by Franchisor.

2. Each provision of this Rider shall be effective only to the extent that the jurisdictional requirements of the Wisconsin law applicable to the provision are met independent of this Rider. This Rider shall have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Rider that declares void or unenforceable any provision contained in the Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that Franchisee has initiated.

4. To the extent this Rider is inconsistent with any terms or conditions of the Agreement or the Attachments thereto, the terms of this Rider shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the parties have set their hands and seals as of the Effective Date.

FRANCHISEE:

_____

Printed Name: _____

Title, if any: _____

FRANCHISOR:

MAXIMIZED LIVING HEALTH CENTERS, LLC

By: _____

Printed Name: _____

Title: _____

MAXIMIZED LIVING HEALTH CENTERS, LLC
PAYMENT AND PERFORMANCE GUARANTEE

In order to induce Maximized Living Health Centers, LLC (**"Maximized Living"**) to enter into a Franchise Agreement (the **"Franchise Agreement"**) by and between Maximized Living and the Franchisee named in the Franchise Agreement to which this Payment and Performance Guarantee (the **"Guarantee"**) is attached (**"Franchisee"**), the undersigned (collectively referred to as the **"Guarantors"** and individually referred to as a **"Guarantor"**) hereby covenant and agree as follows:

1. Guarantee of Payment and Performance. The Guarantors jointly and severally unconditionally guarantee to Maximized Living and its affiliates the payment and performance when due, whether by acceleration or otherwise, of all obligations, indebtedness, and liabilities of Franchisee to Maximized Living, direct or indirect, absolute or contingent, of every kind and nature, whether now existing or incurred from time to time hereafter, whether incurred pursuant to the Franchise Agreement or otherwise, together with any extension, renewal, or modification thereof in whole or in part (the **"Guaranteed Liabilities"**). The Guarantors agree that if any of the Guaranteed Liabilities are not so paid or performed by Franchisee when due, the Guarantors will immediately do so. The Guarantors further agree to pay all expenses (including reasonable attorneys' fees) paid or incurred in endeavoring to enforce this Guarantee or the payment of any Guaranteed Liabilities.

2. Waivers by Guarantors. The Guarantors waive presentment, demand, notice of dishonor, protest, and all other notices whatsoever, including without limitation notices of acceptance hereof, of the existence or creation of any Guaranteed Liabilities, of the amounts and terms thereof, of all defaults, disputes, or controversies between Maximized Living and Franchisee and of the settlement, compromise, or adjustment thereof. This Guarantee is primary and not secondary, and will be enforceable without Maximized Living having to proceed first against Franchisee or against any or all of the Guarantors or against any other security for the Guaranteed Liabilities. This Guarantee will be effective regardless of the insolvency of Franchisee by operation of law, any reorganization, merger, or consolidation of Franchisee, or any change in the ownership of Franchisee. The Guarantors represent and agree that they have each reviewed a copy of the Franchise Agreement and have had the opportunity to consult with counsel to understand the meaning and import of the Franchise Agreement and this Guarantee.

3. Term: No Waiver. This Guarantee will be irrevocable, absolute, and unconditional and will remain in full force and effect as to each of the Guarantors until the later of (i) such time as all Guaranteed Liabilities of Franchisee to Maximized Living and its affiliates have been paid and satisfied in full, or (ii) the Franchise Agreement and all obligations of Franchisee thereunder expire. No delay or failure on the part of Maximized Living in the exercise of any right or remedy will operate as a waiver thereof, and no single or partial exercise by Maximized Living of any right or remedy will preclude other further exercise of such right or any other right or remedy.

4. Other Covenants. Each of the Guarantors agrees to comply with the provisions of Sections 5.9 (Intellectual Property), 5.17 (Inspection), 5.18 (Proprietary Information), 5.19 (Indemnification), and 5.20 (Your Covenant Not to Compete) of the Franchise Agreement as though each such Guarantor were the "Franchisee" named in the Franchise Agreement and agrees that the undersigned will take any and all actions as may be necessary or appropriate to cause Franchisee to comply with the Franchise Agreement and will not take any action that would cause Franchisee to be in breach of the Franchise Agreement.

5. Dispute Resolution. Section 8 (Dispute Resolution and Governing Law) of the Franchise Agreement is hereby incorporated herein by reference and will be applicable to any all disputes between Maximized Living and any of the Guarantors, as though Guarantor were the "Franchisee" referred to in the Franchise Agreement.

6. Miscellaneous. This Agreement will be binding upon the Guarantors and their respective heirs, executors, successors, and assigns, and will inure to the benefit of Maximized Living and its successors and assigns.

IN WITNESS WHEREOF, the undersigned Guarantors have caused this Guarantee to be duly executed as of the day and year first above written.

_____

Print Name: _____

_____

Print Name: _____

_____

Print Name: _____

_____

Print Name: _____

APPENDIX A
TO THE
FRANCHISE AGREEMENT

SUMMARY PAGE

1. Effective Date: _____

2. Franchisee's Name: _____

3. Franchisee's State of Organization *(if applicable):* _____

4. Ownership of Franchisee: _____

If the franchisee is an Entity (as defined in the Agreement), the following persons constitute all of the owners of a legal and/or beneficial interest in the franchisee:

Name	Percentage Ownership
_____	_____%
_____	_____%
_____	_____%

5. Initial Franchise Fee (Section 3.1): _____

6. Operating Principal (Section 5.2(a)): _____

7. Head Licensed Practitioner (Section 5.2(a)): _____

8. Franchisee's Address and Fax Number for Notices (Section 9.11): _____

_____

_____

9. Site Selection Area (Section 1.1): [List Zip Codes]

_____

_____

10. Additional Terms *(if any)* (Section 9.15): _____

_____

_____

Schedule 1 to Appendix A of the Franchise Agreement

Summary Page

(to be completed after site selection and acceptance)

1. Site (Section 5.1(a)): _____

_____

_____

2. Territory (Section 1.3): _____

_____

-Also refer to Appendix B for a map of the Territory-

Maximized Living Health Centers, LLC agrees that, effective on the date specified below, (i) the address listed above is hereby accepted by us as the Site pursuant to Section 5.1(a) (Site Selection) of this Agreement; and (ii) the area listed above shall be the Territory of this Agreement pursuant to Section 1.3 (Limited Territorial Protection) of this Agreement.

MAXIMIZED LIVING HEALTH CENTERS, LLC:

By:_____

Title:_____

Date:_____

Acknowledged and Agreed:

[Franchisee]

By:_____

Title:_____

APPENDIX B
TO THE
FRANCHISE AGREEMENT
TERRITORY MAP

The map attached in this Appendix B **sets out your Territory.**

APPENDIX C
TO THE
FRANCHISE AGREEMENT
LEASE RIDER

THIS LEASE RIDER is entered into this _____ day of _____, 20_____ by and between Maximized Living Health Centers, LLC (**"Company"**), _____ (**"Franchisee"**), and _____ (**"Landlord"**).

WHEREAS, Company and Franchisee are parties to a Franchise Agreement dated _____, 20_____ (the **"Franchise Agreement"**); and

WHEREAS, the Franchise Agreement provides that Franchisee will operate a Maximized Living Health Center franchise clinic (the "**Franchise Clinic**") at a location that Franchisee selects and Company accepts; and

WHEREAS, Franchisee and Landlord propose to enter into the lease to which this Rider is attached (the **"Lease"**), pursuant to which Franchisee will occupy premises located at _____ (the **"Premises"**) for the purpose of constructing and operating the Franchise Clinic in accordance with the Franchise Agreement; and

WHEREAS, the Franchise Agreement provides that, as a condition to Company's authorizing Franchisee to enter into the Lease, the parties must execute this Lease Rider;

NOW, THEREFORE, in consideration of the mutual undertakings and commitments set forth in this Rider and in the Franchise Agreement, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

During the term of the Franchise Agreement, Franchisee will be permitted to use the Premises for the operation of the Franchise Clinic and for no other purpose.

Subject to applicable zoning laws and deed restrictions and to prevailing community standards of decency, Landlord consents to Franchisee's installation and use of such trademarks, service marks, signs, decor items, color schemes, and related components of the Maximized Living Health Centers system as Company may from time to time prescribe for the Franchise Clinic.

Landlord agrees to furnish Company with copies of all letters and notices it sends to Franchisee pertaining to the Lease and the Premises, at the same time it sends such letters and notices to Franchisee.

Company will have the right, without being guilty of trespass or any other crime or tort, to enter the Premises at any time or from time to time **(i)** to make any modification or alteration it considers necessary to protect the Maximized Living Health Centers system and marks, **(ii)** to cure any default under the Franchise Agreement or under the Lease, or **(iii)** to remove the distinctive elements of the Maximized Living Health Centers trade dress upon the Franchise Agreement's expiration or termination. Neither Company nor Landlord will be responsible to Franchisee for any damages Franchisee might sustain as a result of action Company takes in

accordance with this provision. Company will repair or reimburse Landlord for the cost of any damage to the Premises' walls, floor or ceiling that result from Company's removal of trade dress items and other property from the Premises.

Franchisee will be permitted to assign the Lease to Company or its designee upon the expiration or termination of the Franchise Agreement. Landlord consents to such an assignment and agrees not to impose any assignment fee or similar change, or to increase or accelerate rent under the Lease, in connection with such an assignment.

If Franchisee assigns the Lease to Company or its designee in accordance with the preceding paragraph, the assignee must assume all obligations of Franchisee under the Lease from and after the date of assignment, but will have no obligation to pay any delinquent rent or to cure any other default under the Lease that occurred or existed prior to the date of the assignment.

Franchisee may not assign the Lease or sublet the Premises without Company's prior written consent, and Landlord will not consent to an assignment or subletting by Franchisee without first verifying that Company has given its written consent to Franchisee's proposed assignment or subletting.

Landlord and Franchisee will not amend or modify the Lease in any manner that could materially affect any of the provisions or requirements of this Lease Rider without Company's prior written consent.

The provisions of this Lease Rider supersede and control conflicting Lease provisions.

Landlord acknowledges that Company is not a party to the Lease and will have no liability or responsibility under the Lease unless and until the Lease is assigned to, and assumed by, Company.

IN WITNESS WHEREOF, the parties have executed this Lease Rider of the date first above written:

COMPANY:

MAXIMIZED LIVING HEALTH CENTERS, LLC

By: _____
Name: _____
Title: _____

FRANCHISEE:

By: _____
Name: _____
Title: _____

LANDLORD:

By: _____
Name: _____
Title: _____

EXHIBIT B
TO THE
FRANCHISE DISCLOSURE DOCUMENT

Financial Statements

(attached)

withum
ADVISORY TAX AUDIT

CONSENT OF ACCOUNTANT

WithumSmith+Brown, PC hereby consents to the use in the Franchise Disclosure Document issued by Maximized Living Health Centers, LP ("Franchisor") on or before May 31, 2022, as it may be amended, of our report dated March 4, 2022, relating to the financial statements of Franchisor for the year ended December 31, 2021.

WithumSmith+Brown, PC
March 4, 2022

MAXIMIZED LIVING HEALTH CENTERS, LP
Financial Statements
December 31, 2021
With Independent Auditor's Report

withum
ADVISORY TAX AUDIT

Maximized Living Health Centers, LP
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December 31, 2021

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withum
ADVISORY TAX AUDIT

INDEPENDENT AUDITOR'S REPORT

To the Partners,
Maximized Living Health Centers, LP:

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of Maximized Living Health Centers (the "Partnership") which comprise the balance sheet as of December 31, 2021, and the related statements income, partners' capital, and cash flows for the year then ended, and the related notes to financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Partnership as of December 31, 2021, and the results of its operations, changes in its partners' capital, and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

- 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 Partnership'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 Partnership'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.

Transactions With Affiliated Companies

As explained in Note 6 to the financial statements, the Partnership is part of an affiliated group of companies and has entered into significant transactions with group members which may not be at arm's length. Our opinion is not modified with respect to this matter.

Withum Smith + Brown, PC

March 4, 2022

Maximized Living Health Centers, LP
Balance Sheet
December 31, 2021

Assets

Cash	$ 2,428,408
Prepaid expenses	11,623
Royalties and marketing fees receivable	25,461
Notes receivable, net	2,832,467
Lines of credit receivable, net	410,140
Term loans, net	857,411
Total assets	$ 6,565,510

Liabilities and Partners' Capital

Liabilities	
Accounts payable and accrued expenses	$ 51,853
Due to affiliates	18,763
Contract liabilities	3,227,058
Total liabilities	3,297,674
Partners' capital	3,267,836
Total liabilities and partners' capital	$ 6,565,510

The Notes to Financial Statements are an integral part of this statement.

Maximized Living Health Centers, LP
Statement of Income
Year Ended December 31, 2021

Revenues	
Royalty income	$ 872,311
Franchise fees	1,384,282
Marketing fees	286,001
	2,542,594
Expenses	
Program and administrative expenses	1,349,006
Compliance costs	72,929
Doctor development	99,980
Payroll and related expenses	259,330
Professional and consulting fees	71,776
Bad debt expense	173,637
	2,026,658
Income from operations	515,936
Other income	
Interest income	116,477
Other income, net	16,656
	133,133
Net income	$ 649,069

The Notes to Financial Statements are an integral part of this statement.

Maximized Living Health Centers, LP
Statement of Partners' Capital
Year Ended December 31, 2021

Balance, January 1, 2021	$ 2,618,767
Net income	649,069
Balance, December 31, 2021	$ 3,267,836

The Notes to Financial Statements are an integral part of this statement.

Maximized Living Health Centers, LP
Statement of Cash Flows
Year Ended December 31, 2021

Operating activities	
Net income	$ 649,069
Adjustments to reconcile net income to net cash provided by operating activities	
Bad debt expense, net of recoveries	173,637
Discount on notes receivable	7,498
Changes in	
Notes receivable, net	269,592
Settlements receivable, net	3,333
Lines of credit receivable, net	(468,738)
Term loans receivable, net	563,954
Due to/from affiliates	84,123
Deposits and other assets	12,973
Accounts payable and accrued expenses	40,318
Contract liabilities	(628,769)
Net cash provided by operating activities	706,990
Net change in cash	706,990
Cash	
Beginning of year	1,721,418
End of year	$ 2,428,408

The Notes to Financial Statements are an integral part of this statement.

1. ORGANIZATION AND PURPOSE

Nature of Operations

Maximized Living Health Centers, LP (the "Partnership") is a Florida limited partnership. On January 11, 2017, Partnership reorganized their structure and changed their name from Maximized Living Health Centers, LLC (a limited liability corporation) to Maximized Living Health Centers, LP. The corporate office is located in Orlando, Florida.

The Partnership operates as a franchisor of holistic health centers formed on the foundation of five core principles of wellness. Each of these health centers offers comprehensive chiropractic care in addition to programs and products related to mental well-being, nutrition, exercise, and detoxification. The general market for wellness and chiropractic care is a rapidly growing segment of the healthcare market within North America. These services are not defined by a certain group of clientele, but instead are diverse and range from infants to adults. The competition is predominantly isolated to localized independent chiropractic offices due to the highly fragmented nature of the chiropractic and wellness marketplace. In addition to the services provided by the Partnership, Maximized Living, LP ("ML") and Max 3 LP ("M3"), affiliates through common ownership, provide supporting services to the clientele and franchisees which allows them to provide additional funding to the Partnership when needed.

The Partnership's business is conducted under its corporate name and under the trade and service marks "Maximized Living®" and associated logos, designs, and symbols.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts and disclosures. Actual results could vary from the estimates that were used. Amounts affected by significant estimates include accounts receivable and the related allowance for doubtful accounts along with revenue and the provision for bad debts.

Revenue Recognition

Franchise Fee Revenue

Prior to 2016, the Partnership issued franchise notes receivable to franchisees upon execution of the franchise agreements generally totaling $360,000 (known as the "360 agreement"). The 360 agreement required variable consideration in the form of monthly payments based on the success of the franchisee over an indefinite franchise term completed upon repayment of the entire principal balance of the franchise note receivable. In some instances, the Partnership modified the original contract to require specific fixed and variable payments. The types of modifications are as follows:

- 500 Agreement: All franchisees under this agreement were required to pay the $360,000 in full at which time the franchisee begins to pay royalty fees of $500 per month thereafter. As of January 1, 2021, all contracts under this model have fulfilled their outstanding franchise fee obligation.

- 1000 Agreement: All franchisees under this agreement are required to pay an 8% fee on gross sales (with a maximum of $4,000) per month for a period of ten years, at which point, the unpaid principal balance would be forgiven.

Accounting Standards Codification ("ASC") 606 provides that revenues are to be recognized when control of promised goods or services are transferred to a customer in an amount that reflects the consideration expected to be received for those goods or services. The services provided in exchange for the franchise fees are highly interrelated with the franchise right and are not individually distinct from the ongoing services provided to the franchisees. As a result, franchise fees from franchise notes receivable are recognized as revenue as the Partnership satisfies the performance obligation over the franchise term which varies based on the terms of the different contracts as follows:

- 360 Agreement: These contracts do not define a specific payment amount and the term of the franchise agreement is through the date in which the entire principal balance of the note receivable is paid in full. Franchise fee revenues under this agreement are recognized using the average annual payment amount over the life of the contract through December 31, 2021, amortized over the period the average annual payments would fulfill the unpaid principal balance of the note receivable as of December 31, 2021.

- 500 Agreement: All franchisees under this agreement were required to pay the $360,000 in full at which time the franchisee begins to pay royalty fees of $500 per month thereafter. As of January 1, 2021, all contracts under this model have fulfilled their outstanding franchise fee obligation. Revenues collected under these contracts are now recorded as royalty income and recognized monthly, as earned.

- 1000 Agreement: These contracts require an 8% fee on gross sales (with a maximum of $4,000) per month for a 10 year period from the date of the agreement. Following fulfillment of the agreement, the unpaid principal balance on the note receivable will be forgiven. Franchise fee revenues under this agreement are recognized using the average annual payment amount over the life of the contract through December 31, 2021, amortized over the period the average annual payments would fulfill the unpaid principal balance of the note receivable, less the expected amount to be forgiven, as of December 31, 2021.

The services provided for the franchise fee generally included assistance in site selection, clinic build out, clinic setup, business training, and the ongoing use of the proprietary marks, the trade dress, and the system. Under these agreements, revenues are recognized as services as transferred to the franchisee. Accordingly, no financing component exists.

Beginning in 2016, the Partnership's franchise agreements typically require an upfront franchise fee based on a flat rate, generally $30,000, paid upon execution of the agreement. If the franchisee does not have the fees upfront, the Partnership will record the amount as a draw on the franchisee's line of credit. Under this agreement, known as the 4000 agreement, these contracts require an 8% fee on gross sales (with a maximum of $4,000) per month for a 10 year period from the date of the agreement. Upfront franchise fee revenues are highly interrelated with the franchise right and are not individually distinct from the ongoing services provided to the franchisees. As a result, upfront franchise fees are recognized as revenue as the Partnership satisfies the performance obligation over the franchise term, which is generally 10 years. The services provided for the franchise fee generally include assistance in site selection, clinic setup consulting, training, and the use of the proprietary marks, the trade dress, and the system. Contract liabilities represent franchise fees receivable recorded and upfront franchise fees received but not earned.

Royalty Income
Monthly royalties from franchises are recognized as revenue when earned and received. Royalties are generally based on a flat fee or a percentage of gross sales, up to a maximum amount, pursuant to their respective franchise agreements. These revenues are recognized at a point in time when the franchisee records sales. As a practical expedient, this is done monthly. Payment on royalty fees are billed monthly and due upon the invoice date.

Marketing Fees
The Partnership charges franchisees a monthly marketing fee, under certain franchise agreements, equal to 1% of gross revenues up to $400. These revenues are recognized at a point in time when the franchisee utilizes the Partnership's marketing efforts. As a practical expedient, this is done monthly. Payment on marketing fees are billed monthly and due upon the invoice date.

The following table disaggregates the Company's revenue, excluding recovery of bad debts, based on the timing of satisfaction of performance obligations for the year ended December 31, 2021:

Performance obligations satisfied over time	$ 1,384,282
Performance obligations satisfied at a point in time	1,158,312
	$ 2,542,594

Notes and Settlements Receivable
Notes receivable represent uncollateralized franchisees' obligations requiring specific payment terms and conditions which were established in years prior to 2016 upon execution of the franchise agreement. These terms and conditions may be modified from time to time by the parties to the agreements. In certain cases, the Partnership may negotiate new terms under a settlement agreement. For both notes and settlements receivable, monthly payments are required equal to a specified flat fee or percentage of the franchisee's net income for the immediately preceding month. The Partnership does not charge interest on these amounts.

Notes and settlements receivable are recorded at the amounts expected to be collected based on the total of amounts recognized under the franchise agreements or settlement agreement, respectively. Payments from franchisees are allocated to the lines of credit receivable and to the notes and settlements receivable balances as directed by each franchisee's agreement.

Allowances for doubtful notes and settlements receivable are maintained which is based on management's assessment of the collectability of the notes and settlements receivable. Management reviews all outstanding accounts individually based on an assessment of current creditworthiness and estimates the portion, if any, of the balance that will not be collected. Management considers the allowance for doubtful accounts adequate to cover uncollectible balances. Factors which influence management's judgment about the allowances include historical collection information, existing economic conditions, and the age of individual accounts.

Due to the uncertainty of the collectability and timing of the payments, future minimum payments are considered undeterminable.

Lines of Credit Receivable
The Partnership provides interest-bearing lines of credit, to each franchisee for:

a. A monthly stipend during the training services for living expenses;
b. Tenant improvements and office equipment for the franchisee's chiropractic office;
c. A monthly stipend after the training services period for living expenses; and
d. Initial franchise fee.

The lines bear interest at prime rate (3.25% at December 31, 2021) plus up to 7% and are due under the terms and conditions of the specific agreement (90 days from date of clinic opening for all recent agreements); however, the terms may be modified from time to time. Payments are due on or before the tenth day of each calendar month. 90 days after the opening of the clinic, the line of credit is converted to a term loan which requires fixed monthly principal and interest payments. Franchisees can make payments on the line of credit at any point in time leading up to the term loan conversion.

In the event of default, the Partnership has the option to accelerate the payment of the remaining balance of the defaulted line. The option to accelerate is in addition to any other rights or remedies available to the Partnership under any guarantee, pledge, assignment, or any other rights to collateral securing the line, or otherwise available in equity or at law. To further reduce credit risk, management performs ongoing credit evaluations of the franchisee's financial condition. During the year ended December 31, 2021, $769,042 of lines of credit receivables were converted to term loans.

Term Loans
The Partnership allows franchisees to convert a line of credit receivable into an interest-bearing term loan prior to and beyond the maturity date of the lines. The term loans bear interest at an average rate of 4% above the rate of the converted line of credit at conversion date and are due under the terms and conditions of the specific agreement which may be modified from time to time. Expected future payments are based on amortization tables at the time the term loans are converted.

Contract Liabilities
Contract liabilities are comprised of unearned franchise fees from upfront franchise fees and franchise fee notes receivable. A contract liability is recorded when the Partnership receives a payment in advance of the satisfaction of its performance obligations or a contract exists representing a note receivable but for which the respective franchise fee revenue has not been earned.

Advertising Costs
Advertising costs are expensed as incurred. Advertising expense, including allocable advertising expenses included in related party management fees (see Note 6), was approximately $399,000 for the year ended December 31, 2021 and is included in administrative expenses in the statement of income.

Income Taxes
The Partnership elected to be taxed as a partnership for federal income tax purposes. Consequently, federal income taxes are not payable by the Partnership or provided for in the accompanying financial statements. The Partnership's net income or loss is allocated to the partners in accordance with the Partnership agreement. No provision or liability for income taxes has been recorded because the partners are taxed on their proportionate shares of the Partnership's income.

The Partnership has analyzed its various federal and state income tax filing positions and believes that no accruals for tax liabilities are required at December 31, 2021. Therefore, no reserves for uncertain income tax positions have been recorded. During 2021, there were no increases or decreases in unrecognized tax benefits for current or prior years. When applicable, interest and penalties will be reported as a component of income tax expense.

Limited Partnership Agreement

The limited partnership agreement provides that the members, from time to time, may contribute to the capital of the Partnership amounts to be agreed upon among the members in writing. The members shall have no further obligation to contribute additional amounts of capital to the Partnership without an expressed written agreement between the members.

During each fiscal year, the net profits and net losses of the Partnership (other than from capital transactions) shall be credited or charged to the capital accounts of each partner in proportion to the partners' percentage interests, unless otherwise agreed upon by the partners.

3. NOTES RECEIVABLE

Notes receivable consist of the following at December 31, 2021:

Notes receivable	$ 2,952,055
Allowance for doubtful notes receivable	(119,588)
Notes receivable, net	$ 2,832,467

Changes in the allowance for doubtful notes receivable were as follows for the year ended December 31, 2021:

Balance, beginning of year	$ 375,949
Provision for doubtful notes receivable	108,195
Write-offs of doubtful notes receivable	(364,556)
Balance, end of year	$ 119,588

For the year ended December 31, 2019, the Partnership's management evaluated its allowance estimates in order to align those estimates with the anticipated results of the Partnership's future plans. During 2019, the Partnership implemented several new approaches to promote franchisee success, including an across-the-board 7% discount on notes receivable balances owed by certain doctors upon execution of certain agreement extensions, changes to training and franchise start-up procedures, and the addition of new strategic members to the executive team and board of directors. Some of the doctors chose to remain with the agreement in place and as a result, forfeited the 7% discount described above.

During 2021 there were no forfeitures of discount. Discounts provided to doctors during 2021 amounted to $7,498 and are netted in other income, net on the accompanying statement of income.

4. LINES OF CREDIT RECEIVABLE

Lines of credit receivable consist of the following at December 31, 2021:

Lines of credit receivable	$ 444,644
Allowance for doubtful lines of credit	(34,504)
Lines of credit receivable, net	$ 410,140

The Partnership maintains allowances for potential losses. Provisions for losses on the lines of credit are determined on the basis of loss experience and current economic conditions.

Changes in the allowance for doubtful lines of credit were as follows for the year ended December 31, 2021:

Balance, beginning of year	$ 142,964
Recovery of bad debts	(52,634)
Write-offs of doubtful lines of credit receivable	(55,826)
Balance, end of year	$ 34,504

5. TERM LOANS RECEIVABLE

Term loans receivable consist of the following at December 31, 2021:

Term loans receivable	$ 975,487
Allowance for term loans receivable	(118,076)
Term loans receivable, net	$ 857,411

The Partnership maintains allowances for potential losses. Provisions for losses on the term loans are determined on the basis of loss experience and current economic conditions.

Changes in the allowance for doubtful lines of credit were as follows for the year ended December 31, 2021:

Balance, beginning of year	$ 101,391
Provision for doubtful term loans receivable	118,076
Write-offs of doubtful term loans receivable	(101,391)
Balance, end of year	$ 118,076

6. RELATED PARTY TRANSACTIONS

ML is an affiliated limited partnership and is owned by the members of the Partnership. ML provides coaching and events to the franchisees and their staff, use of ML's facilities for the Partnership's operations, and ongoing administrative support. The Partnership is dependent on ML providing various services to the franchisees it recruits. Additionally, the Partnership and ML provide financial support to one another, on an as needed basis. At December 31, 2021, the Partnership owed ML $18,763 under this arrangement, which is in the nature of trade payables, due on demand.

M3 is a limited partnership and is owned by the members of the Partnership. M3 provides vitamins and supplements, brand related products, and website support to the franchisees. The Partnership is dependent on M3 to provide supplies to each franchisee. Additionally, M3 provides financial support to the Partnership, on an as needed basis. M3 also provides leased office space to the Partnership. During 2021, M3 continued collecting and paying for all overhead costs for the Partnership, including payroll, rent, and other administrative expenses. The management fee consists of an allocation for overhead based on the percentage of total revenue between the Partnership, M3, and ML, and a labor allocation based on a blended rate of total doctors serviced and total revenues between the Partnership and ML. For the year ended December 31, 2021, management fees of $801,151 have been allocated to the Partnership for these overhead fees and are included in administrative expenses on the statement of income. At December 31, 2021, the Partnership had no outstanding balances owed to M3 under this arrangement.

7. FRANCHISES

The Partnership has active franchise offices as follows at December 31, 2021:

Franchise offices at beginning of year	75
Franchise offices opened during year	1
Franchise agreements terminated during year	(3)
Franchise offices at end of year	73

8. COMMITMENTS AND CONTINGENCIES

Concentrations of Risk

Financial Instruments

Financial instruments which potentially expose the Partnership to concentrations of credit risk, as defined by accounting principles generally accepted in the United States of America, consist primarily of bank accounts with uninsured balances, notes and settlements receivable, lines of credit receivable, and term loans receivable. Substantially all of the Partnership's cash is maintained in a single bank. The Partnership has exposure to credit risk to the extent its cash exceeds amounts covered by federal deposit insurance.

Management evaluates the financial stability of its bank and considers this risk to be low. The Partnership monitors the collectability of receivables and pursues collection. Management routinely assesses the uncollectibility of the Partnership's notes and lines receivable and provides for allowances reserves based on these assessments, as needed.

Interest Rate Risk

The lines of credit originated by the Partnership have fixed rates; therefore, the Partnership bears the risk of narrowing spreads because of interest rate increases during the period from the date the lines are originated until the closing of such lines. Additionally, the fair value of the lines owned by the Partnership may be adversely affected by changes in the interest rate environment which could affect the discount rate and prepayment assumptions used to value the assets. Any such adverse change in assumptions could have a material effect on the Partnership's results of operations and financial condition.

Litigation

In the ordinary course of business, the Partnership is subject to various other claims, torts, and actions. Management reviews the validity of such claims and actions accordingly. Management does not believe the outcome of any current claims or actions will result in a material loss to the Partnership.

9. SUBSEQUENT EVENTS

Management has evaluated subsequent events through March 4, 2022, the date which the financial statements were available to be issued. Based upon this evaluation, the Partnership has determined that no subsequent events, other than stated below, have occurred which require adjustment to or disclosure in the financial statements.

Maximized Living Health Centers, LP operated as a Florida limited partnership during 2021. The Partnership converted to a Florida Limited Liability Company by filing articles of conversion and articles of organization (the "articles") with the Florida Secretary of State, effective December 31, 2021 and changed their name from Maximized Living Health Centers, LP to Maximized Living Health Centers, LLC (a limited liability corporation).

MAXIMIZED LIVING HEALTH CENTERS, LP
Financial Statements
December 31, 2020
With Independent Auditor's Report

withum
ADVISORY TAX AUDIT

Maximized Living Health Centers, LP
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December 31, 2020

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withum
ADVISORY TAX AUDIT

INDEPENDENT AUDITOR'S REPORT

To the Partners,
Maximized Living Health Centers, LP:

Report on the Financial Statements

We have audited the accompanying financial statements of Maximized Living Health Centers, LP (the "Partnership"), which comprise the balance sheet as of December 31, 2020, and the related statements of income, partners' capital, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Maximized Living Health Centers, LP as of December 31, 2020, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

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Transactions With Affiliated Companies

As explained in Note 7 to the financial statements, the Partnership is part of an affiliated group of companies and has entered into significant transactions with group members which may not be at arm's length. Our opinion is not modified with respect to this matter.

Withum Smith + Brown, PC

April 12, 2021

Maximized Living Health Centers, LP
Balance Sheet
December 31, 2020

Assets

Cash	$ 1,721,418
Royalties and marketing fees receivable	50,057
Notes receivable, net	3,217,752
Settlements receivable	3,333
Lines of credit receivable, net	657,810
Term loans, net	770,399
Due from affiliates	65,360
Total assets	$ 6,486,129

Liabilities and Partners' Capital

Liabilities	
Accounts payable and accrued expenses	$ 11,535
Contract liabilities	3,855,827
Total liabilities	3,867,362
Partners' capital	2,618,767
Total liabilities and partners' capital	$ 6,486,129

The Notes to Financial Statements are an integral part of this statement.

Maximized Living Health Centers, LP
Statement of Income
Year Ended December 31, 2020

Revenues	
Royalty income	$ 745,477
Franchise fees	1,588,414
Marketing fees	259,162
Settlement fees	18,437
	2,611,490
Expenses	
Administrative expenses	1,041,590
Compliance costs	95,198
Doctor development	21,315
Payroll and related expenses	131,157
Professional and consulting fees	78,916
Bad debt expense	397,093
	1,765,269
Income from operations	846,221
Other income	
Interest income	172,411
Other income	217,151
	389,562
Net income	$ 1,235,783

The Notes to Financial Statements are an integral part of this statement.

Maximized Living Health Centers, LP
Statement of Partners' Capital
Year Ended December 31, 2020

Balance, January 1, 2020	$ 1,407,587
Distributions	(24,603)
Net income	1,235,783
Balance, December 31, 2020	$ 2,618,767

The Notes to Financial Statements are an integral part of this statement.

Maximized Living Health Centers, LP
Statement of Cash Flows
Year Ended December 31, 2020

Operating activities	
Net income	$ 1,235,783
Adjustments to reconcile net income to net cash provided by operating activities	
Bad debt expense, net of recoveries	397,093
Gain on forfeiture of discount on notes receivable	(212,796)
Changes in	
Notes receivable, net	(590,749)
Settlements receivable, net	(3,333)
Lines of credit receivable, net	(58,554)
Term loans receivable, net	624,814
Due from affiliates	(65,360)
Deposits and other assets	21,634
Accounts payable and accrued expenses	(11,074)
Contract liabilities	8,149
Net cash provided by operating activities	1,345,607
Financing activities	
Distributions	(24,603)
Net cash used in financing activities	(24,603)
Net change in cash	1,321,004
Cash	
Beginning of year	400,414
End of year	$ 1,721,418

The Notes to Financial Statements are an integral part of this statement.

1. ORGANIZATION AND PURPOSE

Nature of Operations

Maximized Living Health Centers, LP (the "Partnership") is a Florida limited partnership. On January 11, 2017, Partnership reorganized their structure and changed their name from Maximized Living Health Centers, LLC (a limited liability corporation) to Maximized Living Health Centers, LP. The corporate office is located in Orlando, Florida.

The Partnership operates as a franchisor of holistic health centers formed on the foundation of five core principles of wellness. Each of these health centers offers comprehensive chiropractic care in addition to programs and products related to mental well-being, nutrition, exercise, and detoxification. The general market for wellness and chiropractic care is a rapidly growing segment of the healthcare market within North America. These services are not defined by a certain group of clientele, but instead are diverse and range from infants to adults. The competition is predominantly isolated to localized independent chiropractic offices due to the highly fragmented nature of the chiropractic and wellness marketplace. In addition to the services provided by the Partnership, Maximized Living, LP ("ML") and Max 3 LP ("M3"), affiliates through common ownership, provide supporting services to the clientele and franchisees which allows them to provide additional funding to the Partnership when needed.

The Partnership's business is conducted under its corporate name and under the trade and service marks "Maximized Living®" and associated logos, designs, and symbols.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts and disclosures. Actual results could vary from the estimates that were used. Amounts affected by significant estimates include accounts receivable and the related allowance for doubtful accounts along with revenue and the provision for bad debts.

Revenue Recognition

Franchise Fee Revenue

Prior to 2016, the Partnership issued franchise notes receivable to franchisees upon execution of the franchise agreements generally totaling $360,000 (known as the 360 agreement). The 360 agreement required variable consideration in the form of monthly payments based on the success of the franchisee over an indefinite franchise term completed upon repayment of the entire principal balance of the franchise note receivable. In some instances, the Partnership modified the original contract to require specific fixed and variable payments. The types of modifications are as follows:

- 500 Agreement: All franchisees under this agreement were required to pay the $360,000 in full at which time the franchisee begins to pay royalty fees of $500 per month thereafter. As of January 1, 2020, all contracts under this model have fulfilled their outstanding franchise fee obligation.

- 1000 Agreement: All franchisees under this agreement are required to pay an 8% fee on gross sales (with a maximum of $4,000) per month for a period of ten years, at which point, the unpaid principal balance would be forgiven.

Accounting Standards Codification ("ASC") 606 provides that revenues are to be recognized when control of promised goods or services are transferred to a customer in an amount that reflects the consideration expected to be received for those goods or services. The services provided in exchange for the franchise fees are highly interrelated with the franchise right and are not individually distinct from the ongoing services provided to the franchisees. As a result, franchise fees from franchise notes receivable are recognized as revenue as the Partnership satisfies the performance obligation over the franchise term which varies based on the terms of the two different contracts as follows:

- 360 Agreement: These contracts do not define a specific payment amount and the term of the franchise agreement is through the date in which the entire principal balance of the note receivable is paid in full. Franchise fee revenues under this agreement are recognized using the average annual payment amount over the life of the contract through December 31, 2020, amortized over the period the average annual payments would fulfill the unpaid principal balance of the note receivable as of December 31, 2020.

- 500 Agreement: All franchisees under this agreement were required to pay the $360,000 in full at which time the franchisee begins to pay royalty fees of $500 per month thereafter. As of January 1, 2020, all contracts under this model have fulfilled their outstanding franchise fee obligation. Revenues collected under these contracts are now recorded as royalty income and recognized monthly, as earned.

- 1000 Agreement: These contracts require an 8% fee on gross sales (with a maximum of $4,000) per month for a 10 year period from the date of the agreement. Following fulfillment of the agreement, the unpaid principal balance on the note receivable will be forgiven. Franchise fee revenues under this agreement are recognized using the average annual payment amount over the life of the contract through December 31, 2020, amortized over the period the average annual payments would fulfill the unpaid principal balance of the note receivable, less the expected amount to be forgiven, as of December 31, 2020.

The services provided for the franchise fee generally included assistance in site selection, clinic build out, clinic setup, business training, and the ongoing use of the proprietary marks, the trade dress, and the system. Under these agreements, revenues are recognized as services as transferred to the Franchisee. Accordingly, no financing component exists.

Beginning in 2016, the Partnership's franchise agreements typically require an upfront franchise fee based on a flat rate, generally $30,000, paid upon execution of the agreement. If the franchisee does not have the fees upfront, the Partnership will record the amount as a draw on the franchisee's line of credit. Under this agreement, known as the 4000 agreement, these contracts require an 8% fee on gross sales (with a maximum of $4,000) per month for a 10 year period from the date of the agreement. Upfront franchise fee revenues are highly interrelated with the franchise right and are not individually distinct from the ongoing services provided to the franchisees. As a result, upfront franchise fees are recognized as revenue as the Partnership satisfies the performance obligation over the franchise term, which is generally 10 years. The services provided for the franchise fee generally include assistance in site selection, clinic setup consulting, training, and the use of the proprietary marks, the trade dress, and the system. Contract liabilities represent franchise fees receivable recorded and upfront franchise fees received but not earned.

Royalty Income
Monthly royalties from franchises are recognized as revenue when earned and received. Royalties are generally based on a flat fee or a percentage of gross sales, up to a maximum amount, pursuant to their respective franchise agreements. These revenues are recognized at a point in time when the franchisee records sales. As a practical expedient, this is done monthly. Payment on royalty fees are billed monthly and due upon the invoice date.

Marketing Fees
The Partnership charges franchisees a monthly marketing fee, under certain franchise agreements, equal to 1% of gross revenues up to $400. These revenues are recognized at a point in time when the franchisee utilizes the Partnership's marketing efforts. As a practical expedient, this is done monthly. Payment on royalty fees are billed monthly and due upon the invoice date.

The following table disaggregates the Company's revenue, excluding recovery of bad debts, based on the timing of satisfaction of performance obligations for the year ended December 31, 2020:

Performance obligations satisfied over time	$ 1,588,414
Performance obligations satisfied at a point in time	1,023,076
	$ 2,611,490

Notes and Settlements Receivable
Notes receivable represent uncollateralized franchisees' obligations requiring specific payment terms and conditions which were established in years prior to 2016 upon execution of the franchise agreement. These terms and conditions may be modified from time to time by the parties to the agreements. In certain cases, the Partnership may negotiate new terms under a settlement agreement. For both notes and settlements receivable, monthly payments are required equal to a specified flat fee or percentage of the franchisee's net income for the immediately preceding month. The Partnership does not charge interest on these amounts.

Notes and settlements receivable are recorded at the amounts expected to be collected based on the total of amounts recognized under the franchise agreements or settlement agreement, respectively. Payments from franchisees are allocated to the lines of credit receivable and to the notes and settlements receivable balances as directed by each Franchisees agreement.

Allowances for doubtful notes and settlements receivable are maintained which is based on management's assessment of the collectability of the notes and settlements receivable. Management reviews all outstanding accounts individually based on an assessment of current creditworthiness and estimates the portion, if any, of the balance that will not be collected. Management considers the allowance for doubtful accounts adequate to cover uncollectible balances. Factors which influence management's judgment about the allowances include historical collection information, existing economic conditions, and the age of individual accounts.

Due to the uncertainty of the collectability and timing of the payments, future minimum payments are considered undeterminable.

Lines of Credit Receivable
The Partnership provides interest-bearing lines of credit, to each franchisee for:

a. A monthly stipend during the training services for living expenses;
b. Tenant improvements and office equipment for the franchisee's chiropractic office;
c. A monthly stipend after the training services period for living expenses; and
d. Initial franchise fee.

The lines bear interest at prime rate (3.25% at December 31, 2020) plus 3% and are due under the terms and conditions of the specific agreement (90 days from date of clinic opening for all recent agreements); however, the terms may be modified from time to time. Payments are due on or before the tenth day of each calendar month. 90 days after the opening of the clinic, the line of credit is converted to a term loan which requires fixed monthly principal and interest payments. Franchisees can make payments on the line of credit at any point in time leading up to the term loan conversion.

In the event of default, the Partnership has the option to accelerate the payment of the remaining balance of the defaulted line. The option to accelerate is in addition to any other rights or remedies available to the Partnership under any guarantee, pledge, assignment, or any other rights to collateral securing the line, or otherwise available in equity or at law. To further reduce credit risk, management performs ongoing credit evaluations of the franchisee's financial condition. During the year ended December 31, 2020, $1,091,437 of lines of credit receivables were converted to term loans.

Term Loans
The Partnership allows franchisees to convert a line of credit receivable into an interest-bearing term loan prior to and beyond the maturity date of the lines. The term loans bear interest at an average rate of 4% above the rate of the converted line of credit at conversion date and are due under the terms and conditions of the specific agreement which may be modified from time to time. Expected future payments are based on amortization tables at the time the term loans are converted.

Contract Liabilities
Contract liabilities are comprised of unearned franchise fees from upfront franchise fees and franchise fee notes receivable. A contract liability is recorded when the Partnership receives a payment in advance of the satisfaction of its performance obligations or a contract exists representing a note receivable but for which the respective franchise fee revenue has not been earned.

Advertising Costs
Advertising costs are expensed as incurred. Advertising expense, including allocable advertising expenses included in related party management fees (see Note 7), was approximately $191,115 for the year ended December 31, 2020 and is included in administrative expenses in the statement of income.

Income Taxes
The Partnership elected to be taxed as a partnership for federal income tax purposes. Consequently, federal income taxes are not payable by the Partnership or provided for in the accompanying financial statements. The Partnership's net income or loss is allocated to the partners in accordance with the Partnership agreement. No provision or liability for income taxes has been recorded because the partners are taxed on their proportionate shares of the Partnership's income.

The Partnership has analyzed its various federal and state income tax filing positions and believes that no accruals for tax liabilities are required at December 31, 2020. Therefore, no reserves for uncertain income tax positions have been recorded. During 2020, there were no increases or decreases in unrecognized tax benefits for current or prior years. When applicable, interest and penalties will be reported as a component of income tax expense.

Limited Partnership Agreement
The limited partnership agreement provides that the members, from time to time, may contribute to the capital of the Partnership amounts to be agreed upon among the members in writing. The members shall have no further obligation to contribute additional amounts of capital to the Partnership without an expressed written agreement between the members.

During each fiscal year, the net profits and net losses of the Partnership (other than from capital transactions) shall be credited or charged to the capital accounts of each partner in proportion to the partners' percentage interests, unless otherwise agreed upon by the partners.

Subsequent Events
Management has evaluated subsequent events through April 12, 2021, the date which the financial statements were available to be issued. Based upon this evaluation, the Partnership has determined that no subsequent events have occurred which require adjustment to or disclosure in the financial statements.

3. NOTES RECEIVABLE

Notes receivable consists of the following at December 31, 2020:

Notes receivable	$ 3,593,701
Allowance for doubtful notes receivable	(375,949)
Notes receivable, net	$ 3,217,752

Changes in the allowance for doubtful notes receivable were as follows for the year ended December 31, 2020:

Balance, beginning of year	$ 728,814
Recoveries of bad debts	489,783
Effects of a change in estimate	(138,200)
Write-offs of doubtful notes receivable	(704,448)
Balance, end of year	$ 375,949

For the year ended December 31, 2019, the Partnership's management evaluated its allowance estimates in order to align those estimates with the anticipated results of the Partnership's future plans. During 2019, the Partnership implemented several new approaches to promote franchisee success, including an across-the-board 7% discount on notes receivable balances owed by certain doctors upon execution of certain agreement extensions, changes to training and franchise start-up procedures, and the addition of new strategic members to the executive team and board of directors.

During 2020, some of the doctors chose to remain with the agreement in place and as a result, forfeited the 7% discount described above. Amounts forfeited by doctors during 2020 amounted to $212,796 and is included in other income on the accompanying statement of income.

4. SETTLEMENTS RECEIVABLE

Settlements receivable consists of the following at December 31, 2020:

Settlements receivable	$ 3,333

Changes in the allowance for doubtful settlements receivable were as follows for the year ended December 31, 2020:

Balance, beginning of year	$ 54,810
Recoveries of bad debts	23,490
Write-offs of doubtful settlements receivable	(78,300)
Balance, end of year	$ -

5. LINES OF CREDIT RECEIVABLE

Lines of credit receivable consists of the following at December 31, 2020:

Lines of credit receivable	$ 800,774
Allowance for doubtful lines of credit	(142,964)
Lines of credit receivable, net	$ 657,810

The Partnership maintains allowances for potential losses. Provisions for losses on the lines of credit are determined on the basis of loss experience and current economic conditions.

Changes in the allowance for doubtful lines of credit were as follows for the year ended December 31, 2020:

Balance, beginning of year	$ 547,408
Provision for doubtful lines of credit	64,317
Recoveries of bad debts	(227,366)
Write-offs of doubtful lines of credit receivable	(241,395)
Balance, end of year	$ 142,964

6. TERM LOANS RECEIVABLE

Term loans receivable consists of the following at December 31, 2020:

Term loans receivable	$ 871,790
Allowance for term loans receivable	(101,391)
Term loans receivable, net	$ 770,399

The Partnership maintains allowances for potential losses. Provisions for losses on the term loans are determined on the basis of loss experience and current economic conditions.

Changes in the allowance for doubtful lines of credit were as follows for the year ended December 31, 2020:

Balance, beginning of year	$	176,917
Provision for doubtful term loans receivable		75,237
Recoveries of bad debts		(28,368)
Write-offs of doubtful term loans receivable		(122,395)
Balance, end of year	$	101,391

7. RELATED PARTY TRANSACTIONS

ML is an affiliated limited partnership and is owned by the members of the Partnership. ML provides coaching and events to the franchisees and their staff, use of ML's facilities for the Partnership's operations, and ongoing administrative support. The Partnership is dependent on ML providing various services to the franchisees it recruits. Additionally, the Partnership and ML provide financial support to one another, on an as needed basis. At December 31, 2020, the Partnership owed ML $18,763 under this arrangement, which is in the nature of trade payables, due on demand.

M3 is a limited partnership and is owned by the members of the Partnership. M3 provides vitamins and supplements, brand related products, and website support to the franchisees. The Partnership is dependent on M3 to provide supplies to each franchisee. Additionally, M3 provides financial support to the Partnership, on an as needed basis. M3 also provides leased office space to the Partnership. During 2020, M3 continued collecting and paying for all overhead costs for the Partnership, including payroll, rent, and other administrative expenses. The management fee consists of an allocation for overhead based on percentage of total revenue between the Partnership, M3, and ML, and a labor allocation based on a blended rate of total doctors serviced and total revenues between the Partnership and ML. For the year ended December 31, 2020, management fees of $873,678 have been allocated to the Partnership for these overhead fees and are included in administrative expenses on the statement of income. At December 31, 2020, M3 owed the Partnership $84,123 under this arrangement which is the nature of trade receivables, due on demand.

8. FRANCHISES

The Partnership has active franchise offices as follows at December 31, 2020:

Franchise offices at beginning of year	$	84
Franchise agreements terminated during year		(9)
Franchise offices at end of year	$	75

EXHIBIT C
TO THE
FRANCHISE DISCLOSURE DOCUMENT

Operations Manual Table of Contents

MaxLiving Operations Manual

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EXHIBIT D
TO THE
FRANCHISE DISCLOSURE DOCUMENT

State Administrators and Agents for Process of Service

STATE	STATE ADMINISTRATOR	Agent for Process of Service
California	Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (866) 275-2677	Commissioner Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013
Hawaii	Commissioner of Securities 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	Commissioner of Securities Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, Hawaii 96813
Illinois	Franchise Bureau Office of Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	Attorney General 500 South Second Street Springfield, IL 62706
Indiana	Chief Deputy Commissioner Franchise Section Indiana Securities Division Secretary of State Room E-111 302 West Washington Street Indianapolis, Indiana 46204 (317) 232-6681	Secretary of State 302 West Washington Street Indianapolis, Indiana 46204
Maryland	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202 (410) 576-7042	Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020
Michigan	Franchise Administrator Consumer Protection Division Antitrust and Franchise Unit Michigan Department of Attorney General 670 Law Building Lansing, Michigan 48913 (517) 373-7117	Michigan Department of Commerce Corporations and Securities Bureau 670 Law Building Lansing, MI 4891
Minnesota	Franchise Examiner Minnesota Department of Commerce 85 East 7th Place, Suite 500 St. Paul, Minnesota 55101 (612) 296-6328	Minnesota Commissioner of Commerce 85 7th Place East Suite 500 St. Paul, MN 55101

STATE	STATE ADMINISTRATOR	Agent for Process of Service
New York	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, New York 10005 (212) 416-8236	New York Secretary of State 99 Washington Avenue Albany, New York 12231 (518) 473-2492
North Dakota	Franchise Examiner N.D. Securities Department Fifth Floor, Dept. 414 600 East Boulevard Bismarck, North Dakota 58505-0510 (701) 328-4712	North Dakota Securities Commissioner Fifth Floor 600 East Boulevard Bismarck, ND 58505
Rhode Island	Chief Securities Examiner Division of Securities 233 Richmond Street, Suite 232 Providence, Rhode Island 02903 (401) 277-3048	Rhode Island Attorney General 233 Richmond Street Providence, RI 02903-4232
South Dakota	Department of Labor and Regulation Division of Securities 124 South Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-4823	Department of Labor and Regulation Division of Securities 124 South Euclid, Suite 104 Pierre, South Dakota 57501
Virginia	State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051	Clerk of the State Corporation Commission State Corporation Commission 1300 E. Main Street, First Floor Richmond, VA 23219
Washington	Administrator Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, Washington 98507-9033 (360) 902-8760	Department of Financial Institutions Securities Division 150 Israel Road, S.W. Tumwater, WA 98501
Wisconsin	Franchise Administrator Securities and Franchise Registration Wisconsin Securities Commission P.O. Box 1768 Madison, Wisconsin 53701 (608) 266-8559	Commissioner of Securities Department of Financial Institutions P.O. Box 1768 Madison, Wisconsin 53701
All Other States	N/A	Michael Stratton, P.A. 1615 Edgewater Drive, Suite 150 Orlando, Florida 32804

EXHIBIT E
TO THE
FRANCHISE DISCLOSURE DOCUMENT

Current and Former Franchisees
As of December 31, 2021

Current Franchisees:

Company name	Primary Doctor	Street Address	City	State	Postal Code
Port City Family Chiropractic	Samantha Chirichella	6345 Cottage Hill Rd, Suite D	Mobile	AL	36609
Beard Family Chiropractic	Merissa Beard	675 Dave Ward Dr.	Conway	AR	72034
Invision Family Chiropractic	Melanie Gartside	1720 South Walton Blvd. 6	Bentonville	AR	72712
Empower Family Chiropractic	Mike Pierce	3165 South Alma School Road, Suite 19	Chandler	AZ	85248
Mountain Valley Family Chiropractic	Ronil Pala	115 E Harmony Rd. Suite 200	Fort Collins	CO	80525
Victory Health Center - Broomfield	Ryan Warhurst	3303 West 144th Avenue	Broomfield	CO	80023
DeLeon Family Chiropractic	Carlos De Leon	5690 West 88th Ave	Westminster	CO	80031
Northgate Family Chiropractic	Marc Nickens	12245 Voyager Parkway	Colorado Springs	CO	80921
Seagate Chiropractic	Suzanne Foley	3602 Madaca Lane	Tampa	FL	33618
Bold City Chiropractic	Erin Zovath	8102 Blanding Blvd.	Jacksonville	FL	32244
Marshall Family Chiropractic	Jake Marshall	7807 E. Baymeadows Suite 201	Jacksonville	FL	32256
Coastline Family Chiropractic	Keith Hurley	760 Barnes Blvd	Rockledge	FL	32955
City of Palms Chiropractic	Ryan Nickens	11621 S. Cleveland Avenue	Fort Myers	FL	33907
Reisinger Family Chiropractic	Alana Reisinger	1899 Powers Ferry Rd SE	Atlanta	GA	30339
True Source Chiropractic	Tim Smith	11 Buford Village Way	Buford	GA	30518
Summit Family Chiropractic	Ryan Sousley	2634 North Government Way	Coeur d' Alene	ID	83815
Chiropractic First of Rockford	Jared Erdmier	811 S. Perryville, Suite 100	Rockford	IL	61108
Johnson Family Chiropractic	Joshua Johnson	310 Susan Dr	Normal	IL	61761
Greenwood Family Chiropractic	Leanne Schlueter	520 N. SR 135	Greenwood	IN	46142
Indy Family Chiropractic	Nick Wilson	1460 West 86th St.	Indianapolis	IN	46260
Peacock Family Chiropractic	Kyle Peacock	11773 Commercial Drive Fishers, IN	Fishers	IN	46037
Davidson Family Chiropractic	Jake Davidson	7951 W 160th Street, Suite 500	Overland Park	KS	66223
Middletown Family Chiropractic	Liz Counts	12334 Shelbyville Road	Middletown	KY	40243

Life by Design Chiropractic	Antonio Rivera	2625 Dillard Loop	Lake Charles	LA	70607
Woodland Family Chiropractic	Bobby Belmonte	3682 29th Street	Kentwood	MI	49512
Rivertown Family Chiropractic	Mark Wolfman	4693 Wilson Avenue SW	Grandville	MI	49418
InnerLink Chiropractic	Chris Niedzinski	28345 Beck Road	Wixom	MI	48393
Align Family Chiropractic - Livonia	Mitchell Carpenter	19047 Middlebelt Road	Livonia	MI	48152
Bammert Family Chiropractic	Charlie Bammert	11583 Theatre Dr N	Champlin	MN	55316
Minnetonka Family Chiropractic	Peter Gianforte	11349 Highway 7	Minnetonka	MN	55305
Turning Point Chiropractic	Beth Barnes	14784 Manchester Road	Ballwin	MO	63011
Fountain City Family Chiropractic	Brianna Murray	8640 N. Green Hills	Kansas City	MO	64154
New Life Chiropractic - Lees Summitt	Amanda Simonds	1008 SW Blue Pkwy	Lees Summit	MO	64064
Missoula Family Chiropractic	Torrie Cheff	2315 McDonald Ave	Missoula	MT	59801
Inspire Family Chiropractic	Kristine Schmierer	1636 Sardis Road	Charlotte	NC	28270
Greenway Health Center	Greg Barnes	7530 Ramble Way	Raleigh	NC	27616
Gate City Health	Preston Dantoni	2953 Battleground Ave	Greensboro	NC	27408
Bull City Family Chiropractic	Rachel Sorg	6104 Fayetteville Road	Durham	NC	27713
Freedom Family Chiropractic - Garner	Jake Shuppe	1330 5th Avenue	Garner	NC	27529
Stagecoach Family Chiropractic	Jason Barker	6000 Meadowbrook Mall Court	Clemmons	NC	27012
Charlotte Family Chiropractic	Brie Merriwether	9601 Brookdale Drive	Harrisburg	NC	28215
Twin City Chiropractic	Tom Nixon	4250 Goodyear Drive	Winston Salem	NC	27104
Good Life Family Chiropractic	Jacob Tucker	7011 Kentwell Lane, Suite 200	Lincoln	NE	68516
Riverside Family Chiropractic	Lee Thomas	10248 Sawmill Parkway	Powell	OH	43065
Full Life Chiropractic	Juan Fernandez	1735 W. Main St	Troy	OH	45373
DeLong Family Chiropractic	Brent DeLong	1018 24th Ave. NW Suite 100	Norman	OK	73069
Maynard Family Chiropractic	Cameron Maynard	4705 West Urbana Street	Broken Arrow	OK	74012
Frontier Family Chiropractic	Shawna Ortiz	6444 NW Expressway	Oklahoma City	OK	73132
Axis Chiropractic	Bradley Montgomery	817 W. Walnut Avenue	Duncan	OK	73533
Align Chiropractic - Malvern	Jason Kistler	477 Lancaster Ave	Malvern	PA	19355
Lititz Family Chiropractic	Greg O'Neill	766 Lititz Pike	Lititz	PA	17543
City of Bridges Chiropractic	Alex Pattison	119 Towne Square Way	Brentwood	PA	15227

MaxLiving Columbia	Sarah Losby	1221 Bower Parkway	Columbia	SC	29212
Blue Ridge Health	Rob Maurer	19 Mohawk Dr.	Greenville	SC	29615
Life Essentials Health Center	Brian Class	1501 N Highway 17 Unit H	Mount Pleasant	SC	29464
Darrah Family Chiropractic	Joshua Darrah	1791 Woodruff Road	Greenville	SC	29607
Rock Springs Family Chiropractic	Mark Pendergrass	325 Sam Ridley Parkway W	Smyrna	TN	37167
New Life Chiropractic - Brentwood	Dionne Kellogg	1746 General George Patton Dr Suite 102	Brentwood	TN	37027
Tinker Family Chiropractic	Brittany Tinker	12908 Lebanon Road	Mount Juliet	TN	37122
Major Family Chiropractic	Cassie Major	2000 Richard Jones Road, Suite 150	Nashville	TN	37215
Marble City Family Chiropractic	Alicia Bloom	265 Brookview Town Centre Way, Suite 103	Knoxville	TN	37919
Gateway Chiropractic	Aaron Wall	3250 Hulen Street	Fort Worth	TX	76107
Momentum Family Chiropractic	Yaxi Almeida	613 Uptown Boulevard	Cedar Hill	TX	75104
Smith Family Chiropractic	Brent Smith	5501 US-290	Austin	TX	78735
Grewal Family Chiropractic	Jay Grewal	279 W. Main S	Frisco	TX	75034
Life Essentials Chiropractic	Brian Anderson	5425 Hwy 6	Missouri City	TX	77459
Texas Sunset Family Chiropractic	Jo Ann Melendez	324 Sunset Street	Denton	TX	76201
Vitality Family Chiropractic	Elise Hernandez	3701 S. Cooper Street	Arlington	TX	76015
Chase Oaks Chiropractic	Rick Royston	305 W. Springcreek Pkwy Building B	Plano	TX	75023
Keen Family Chiropractic	Kelsie Keen	10700 Anderson Mill Rd	Austin	TX	78750
Clairton Family Chiropractic	Bryan Henss	3848 North Tarrant Parkway	Fort Worth	TX	76244
Apex Chiropractic	Aaron Arfstrom	6053 Sandstone Road	Eau Claire	WI	54701
Yentz Family Chiropractic	Karl Yentz	N112 W16076 Mequon Road	Germantown	WI	53022

Former Franchisees:

2021 Termination	Contact Info	Phone
Jeremy/Jeniffer Bischoff	8380 City Centre Dr. #180, Woodbury MN 55125	651-998-7276
Autumn Shay Jones	1115 Central Ave Unit C, Summerville SC 29483	843-376-5858
Tom Stetson	224 Oneil Ct #21, Columbia SC 29223	803-788-8831

EXHIBIT F
TO THE
FRANCHISE DISCLOSURE DOCUMENT

Form of General Release

(attached)

GENERAL RELEASE

THIS GENERAL RELEASE ("**Release**") is executed on _____ by _____ (**"Franchisee"**), _____ (**"Guarantors"**), _____ (**"Transferee"**) as a condition of **(1)** the transfer of the Franchise Agreement dated [month] [day], [year] between Maximized Living Health Centers, LLC (**"MLHC"**) and Franchisee (**"Franchise Agreement"**); or **(2)** the execution of a successor Franchise Agreement by Franchisee and MLHC. (If this Release is executed under the conditions set forth in (2) above, all references in this Release to "Transferee" should be ignored.)

1. Release by Franchisee, Transferee and Guarantors. Franchisee and Transferee (on behalf of themselves and their parents, subsidiaries, and affiliates and their respective past and present officers, directors, shareholders, managers, members, agents, and employees, in their corporate and individual capacities), and Guarantors (on behalf of themselves and their respective heirs, representatives, successors and assigns) (collectively, the **"Releasors"**) freely and without any influence forever release **(i)** MLHC, **(ii)** MLHC's past and present officers, directors, shareholders, managers, members, agents, and employees, in their corporate and individual capacities, and **(iii)** MLHC's parent, subsidiaries, and affiliates and their respective past and present officers, directors, shareholders, managers, members, agents, and employees, in their corporate and individual capacities (collectively, the **"Released Parties"**), from any and all claims, debts, demands, liabilities, suits, judgments, and causes of action of whatever kind or nature, whether known or unknown, vested or contingent, suspected or unsuspected (collectively, **"Claims"**), which any Releasor ever owned or held, now owns or holds, or may in the future own or hold, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances and claims arising out of, or relating to, the Franchise Agreement and all other agreements between any Releasor and MLHC or MLHC's parent, subsidiaries, or affiliates, arising out of, or relating to any act, omission or event occurring on or before the date of this Release, unless prohibited by applicable law.

2. Risk of Changed Facts. Franchisee, Transferee, and Guarantors understand that the facts in respect of which the release in Section 1 is given may turn out to be different from the facts now known or believed by them to be true. Franchisee, Transferee, and Guarantors hereby accept and assume the risk of the facts turning out to be different and agree that the release in Section 1 shall nevertheless be effective in all respects and not subject to termination or rescission by virtue of any such difference in facts.

3. Covenant Not to Sue. Franchisee, Transferee, and Guarantors (on behalf of Releasors) covenant not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any person or entity released under Section 1 with respect to any Claim released under Section 1.

4. No Prior Assignment and Competency. Franchisee, Transferee, and Guarantors represent and warrant that: **(i)** the Releasors are the sole owners of all Claims and rights released in Section 1 and that the Releasors have not assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim released under Section 1; **(ii)** each Releasor has full and complete power and authority to execute this Release, and that the execution of this Release shall not violate the terms of any contract or agreement between them or any court order; and **(iii)** this Release has been voluntarily and knowingly executed after each of them has had the opportunity to consult with counsel of their own choice.

5. Complete Defense. Franchisee, Transferee, and Guarantors: **(i)** acknowledge that the release in Section 1 shall be a complete defense to any Claim released under Section 1; and **(ii)** consent to the entry of a temporary or permanent injunction to prevent or end the assertion of any such Claim.

6. Successors and Assigns. This Release will inure to the benefit of and bind the successors, assigns, heirs, and personal representatives of the Released Parties and each Releasor.

7. Counterparts. This Release may be executed in two or more counterparts (including by facsimile), each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

8. Capitalized Terms. Any capitalized terms that are not defined in this Release shall have the meaning given them in the Franchise Agreement.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, Franchisee, Transferee, and Guarantors have executed this Release as of the date shown above.

ATTEST:

By:_____

Print Name:_____

FRANCHISEE:

By:_____

Print Name:_____

Title:_____

Date:_____

ATTEST:

By:_____

Print Name:_____

TRANSFEREE:

By:_____

Print Name:_____

Title:_____

Date:_____

WITNESS:

_____

Print Name: _____

GUARANTOR:

_____

Print Name:_____

Date:_____

WITNESS:

_____

Print Name:_____

GUARANTOR:

_____

Print Name:_____

Date:_____

EXHIBIT G
TO THE
FRANCHISE DISCLOSURE DOCUMENT

Form of Nondisclosure and Noncompetition Agreement

(attached)

NONDISCLOSURE AND NONCOMPETE AGREEMENT

This Agreement is dated [DATE]. The parties are [NAME OF FRANCHISEE] (referred to as **"we"**, **"us"**, and **"our"**), located at [ADDRESS], and [NAME OF EMPLOYEE OR INDEPENDENT CONTRACTOR] (referred to as **"you"** and **"your"**). You are signing this Agreement in consideration of, and as a condition to, your association with us and the compensation, dividends, or other payments and benefits you will receive from us.

BACKGROUND

We are a franchisee of Maximized Living Health Centers, LLC (**"MLHC"**) under a Maximized Living Health Centers, LLC Franchise Agreement dated [DATE] (the **"Franchise Agreement"**). We have a license to use the certain trademarks designated by MLHC (the **"Marks"**), certain policies and procedures used in MLHC businesses (the **"System"**), and the Confidential Information developed and owned by MLHC in our MLHC Franchise Clinic (the **"Franchise Clinic"**). MLHC recognizes that, in order for us to effectively operate our business, our employees and independent contractors whom we retain must have access to certain confidential information and trade secrets owned by MLHC. Disclosure of this confidential information and trade secrets to unauthorized persons, or its use for any purpose other than the operation of our business, would harm MLHC, other franchise owners, and us. Accordingly, MLHC requires us to have you to sign this Agreement.

AGREEMENT

1. Confidential Information. As used in this Agreement, **"Confidential Information"** means all manuals, trade secrets, know-how, methods, training materials, information, management procedures, and marketing and pricing techniques relating to the Franchise Clinic, the MLHC System, or MLHC's business. In addition, Confidential Information includes all marketing plans, advertising plans, business plans, financial information, member information, employee information, independent contractor information and other confidential information of MLHC, MLHC's affiliates, or us (collectively, the **"Interested Parties"**) that you obtain during your association with us.

2. Nondisclosure. You agree not to use or disclose, or permit anyone else to use or disclose, any Confidential Information to anyone outside of our organization (other than the Interested Parties) and not to use any Confidential Information for any purpose except to carry out your duties as our employee or as an independent contractor to us. You also agree not to claim any ownership in or rights to Confidential Information and not to challenge or contest our, MLHC's, or MLHC's affiliates' ownership of it. These obligations apply both during and after your association with us.

3. Return of Confidential Information. If your association with us ends for any reason, you must return to us all records described in Paragraph 1, all other Confidential Information, and any authorized or unauthorized copies of Confidential Information that you may have in your possession or control. You may not retain any Confidential Information after your association with us ends.

4. Noncompete During Association. You may not, during your association with us, without our prior written consent:

(a) own, manage, engage in, be employed by, advise, make loans to, or have any other interest in any business that offers a group fitness program at any location in the United States (a **"Competitive Business"**);

(b) divert or attempt to divert any business or customer or potential business or customer of the Franchise Clinic to any Competitive Business, by direct or indirect inducement or otherwise;

(c) perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System;

(d) directly or indirectly solicit for employment any person who at any time within the immediate past 12 months has been employed by **(i)** us, **(ii)** MLHC, **(iii)** our or MLHC's affiliates, or **(iv)** any MLHC franchisees.

5. **Noncompete After Association Ends.** For two years after your association with us ends for any reason, you may not, without our prior written consent:

(a) directly or indirectly own, manage, engage in, be employed by, advise, make loans to, or have any other interest in any Competitive Business that is (or is intended to be) located within a twenty-mile radius of our Franchise Clinic; or

(b) directly or indirectly solicit for employment any person who at any time within the immediate past 12 months has been employed by **(i)** us, **(ii)** MLHC, **(iii)** our or MLHC's affiliates, or **(iv)** any MLHC franchisees.

6. Remedies. If you breach or threaten to breach this Agreement, you agree that we will be entitled to injunctive relief (without posting bond) as well as a suit for damages.

7. Severability. If any part of this Agreement is declared invalid for any reason, the invalidity will not affect the remaining provisions of this Agreement. If a court finds any provision of this Agreement to be unreasonable or unenforceable as written, you agree that the court can modify the provision to make it enforceable and that you will abide by the provision as modified.

8. Independent Agreement. The Agreement is independent of any other obligations between you and us. This means that it is enforceable even if you claim that we breached any other agreement, understanding, commitment or promise.

9. Third Party Right of Enforcement. You are signing this Agreement not only for our benefit, but also for the benefit of MLHC and MLHC's affiliates. We, MLHC, and MLHC's affiliates have the right to enforce this Agreement directly against you.

10. Not An Employment Agreement. This is not an employment agreement. Nothing in this Agreement creates or should be taken as evidence of an agreement or understanding by us, express or implied, to continue your association with us for any specified period.

11. Modification and Waiver. Your obligations under this Agreement cannot be waived or modified except in writing.

12. Governing Law. This Agreement is governed by the laws of the state in which our principal office is located.

13. Attorney's Fees. If we have to take legal action to enforce this Agreement, we will be entitled to recover from you all of our costs, including reasonable attorney's fees, to the extent that we prevail on the merits.

14. Representation. You certify that you have read and fully understood this Agreement, and that you entered into it willingly.

WITNESS	EMPLOYEE or INDEPENDENT CONTRACTOR

EXHIBIT H
TO THE
FRANCHISE DISCLOSURE DOCUMENT

Financing Documents

(attached)

LOAN & GUARANTY AGREEMENT

THIS LOAN AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") is made and entered into as of [_____], 20___ by and between [BORROWER], a [_____] limited liability company ("Borrower"), [_____], natural person(s) that are resident in the State of [_____] ([on a joint a several basis], the "Guarantor" and together with the Borrower, collectively, the "Loan Parties"), and Maximized Living Health Centers, LLC, a Florida limited liability company ("Lender").

WHEREAS, the Lender, subject to certain terms and conditions, offers franchisees the opportunity to own and operate franchised clinics that offer chiropractic and holistic care;

WHEREAS, the Borrower, as a franchisee of the Lender, has requested that the Lender make certain loans, extensions of credit and other financial accommodations to the Borrower in order to provide for working capital and other general corporate uses of the Borrower as provided for herein and the Lender is willing to do so on the terms and conditions set forth herein; and

WHEREAS, as a condition to and in consideration of the loans, extensions of credit and other financial accommodations granted to the Borrower to the Lender pursuant this Agreement, the Guarantors have agreed to irrevocably, absolutely and unconditional guaranty the obligations of the Borrower hereunder.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Loan Facilities.

1.1 The Revolving Loan Facility.

(a) Provision of the Revolving Loan Facility. The Lender hereby agrees to make advances to the Borrower (the "Revolving Loan") subject to the terms and conditions contained herein (the "Revolving Loan Facility") from the date hereof until but excluding the ninetieth (90^{th}) day (the "Conversion Date") after the date of Clinic Opening. (the "Revolving Period") in an aggregate amount not to exceed $[150,000.00] (the "Revolving Loan Limit"). The proceeds of the Revolving Loan Facility shall be used by the Borrower solely to (i) pay fees owed to the Lender for the provisions of credit hereunder in addition to any and all fees owed to Lender as franchisor pursuant to any document, instrument or agreement between the Borrower, as franchisee, and the Lender, as franchisor, including without limitation any franchise agreement between Borrower and Lender (collectively, the "Franchise Documents"), (ii) leasing and tenant improvement expenses and equipment associated with the franchise, (iii) living expenses of [_____][1] in an amount not to exceed [_____][2] per annum and (iv) working capital and other general corporate uses of the Borrower.

(b) Request for Advances under the Revolving Loan Facility. The Borrower shall give prior written notice of each request for an advance (an "Advance Request") to the Lender specifying the date thereof and the amount of the requested advance thereunder. Each

1 Trainee to mentioned specifically by name. Must be a guarantor.

2 Threshold to be established.

Advance Request shall reaffirm that (i) all of the representations and warranties of the Borrower and each other Loan Party are true and correct as of the date thereof and (ii) no event has occurred and is continuing, or could result from the consummation of such advance under the Revolving Loan Facility which constitutes or could constitute an Event of Default. Subject to the terms and conditions contained herein, the funds requested pursuant to the Advance Request shall be made available by Lender to the Borrower by the close business on the third (3rd) business day after the Lender's receipt of such Advance Request.

(c) Revolving Loan Note. Borrower's obligation to pay Lender the principal of and interest on the Revolving Loan shall be evidenced by the records of Lender and by the Revolving Loan Promissory Note substantially in the form of Exhibit A-1 attached hereto executed or to be executed by Borrower in favor of Lender in an original stated principal amount equal to the maximum amount of advances permitted under the Revolving Loan Facility as described above (the "Revolving Loan Note", which term shall include any extensions, renewals, modifications, restatements or replacements thereof). The records of Lender with respect to the Revolving Loan Facility shall constitute presumptive evidence of the amounts owed by Borrower to Lender with respect to the Revolving Loan Facility.

(d) Interest on the Revolving Loan. The unpaid principal balance of the Revolving Loan outstanding hereunder from time to time shall bear interest until the Revolving Loan Maturity Date at a fluctuating rate of interest per annum equal to the Prime Rate plus up to seven (7%)]; provided, that after the occurrence of an Event of Default, the Revolving Loan shall bear interest at a rate of 5% in excess of the rate of interest currently then in effect (the "Applicable Revolving Interest Rate"). Upon the first day of each calendar month during the Revolving Period, all accrued and unpaid interest for the immediately preceding calendar month shall be capitalized and added to the outstanding principal amount of the Revolving Loan Facility and shall therefrom bear interest at the Applicable Revolving Interest Rate. The Applicable Revolving Interest Rate will be calculated on the basis of a 360 day year and deemed payable for the actual number of days elapsed for any whole or partial month in which interest is calculated. As used herein, the term "Prime Rate" shall mean a floating interest rate per annum equal to the highest per annum rate published from time to time by the *Wall Street Journal* as the "Prime Rate" as such rate is currently in effect as of the date of this Agreement and shall adjust on the first day of each calendar month (or immediately preceding business day if such day is not a business day) to equal the highest per annum rate designated as the "Prime Rate" by the *Wall Street Journal* currently in effect thereon. In the event that the Prime Rate is discontinued or no longer published as a standard by the *Wall Street Journal*, the Lender shall designate a comparable reference rate as a substitute therefore.

(e) Maturity and Payments of the Revolving Loan. Unless the Revolving Loan is converted to a Term Loan in accordance with Section 1.2 hereof, all outstanding principal under the Revolving Loan Facility, together with all accrued and unpaid interest thereon, shall be due and payable in full on the Revolving Loan Maturity Date. As used herein, the term "Revolving Loan Maturity Date", means the earlier of (i) the Conversion Date or (ii) the date of any acceleration of the maturity of the Revolving Loan as a result of the occurrence of an Event of Default pursuant to the terms of this Agreement.

(f) Prepayments. The Borrower may prepay any and all amounts incurred under the Revolving Loan Facility without fee, premium or penalty.

1.2 The Term Loan Facility.

(a) Provision of the Term Loan Facility. Provided no Event of Default has occurred and then exists, all outstanding principal, together with all accrued and unpaid interest and all other amounts then due and payable under the Revolving Loan Facility as of the Conversion Date shall be automatically, so long as acceptable to the Lender in its sole discretion, converted to a term loan (the "Term Loan" and together with the Revolving Loan, collectively, the "Loans") subject to the terms and conditions contained in this Agreement (the "Term Loan Facility").

(b) Term Loan Note. Borrower's obligation to pay Lender the principal of and interest on the Term Loan shall be evidenced by the records of Lender and by the Term Loan Promissory Note substantially in the form of Exhibit A-2 attached hereof executed or to be executed by Borrower in favor of Lender in an original stated principal amount equal to the Term Loan Amount (the "Term Loan Note", which term shall include any extensions, renewals, modifications, restatements or replacements thereof and together with the Revolving Loan Note, the "Notes"). The records of Lender with respect to the Term Loan shall constitute presumptive evidence of the amounts owed by Borrower to Lender with respect to the Loan.

(c) Interest on the Term Loan. The unpaid principal balance of the Term Loan outstanding hereunder from time to time shall bear interest at a fluctuating rate of interest per annum equal to the Prime Rate plus up to seven (7%)]; provided; that after the occurrence of an Event of Default, the Term Loan shall bear interest at a rate of 5% in excess of the rate of interest currently then in effect (the "Applicable Term Interest Rate"). The Applicable Term Interest Rate will be calculated on the basis of a 360 day year and deemed payable for the actual number of days elapsed for any whole or partial month in which interest is calculated.

(d) Maturity and Payments of the Term Loan.

(i) First Interest Payment Date. On the tenth business day of the calendar month (the "Initial Interest Payment Date") following the calendar month in which the Conversion Date occurs, the Borrower will make a payment to the Lender of interest only for the period commencing on the Conversion Date and continuing to the last day of the calendar month in which the Conversion Date occurs.

(ii) Subsequent Interest Payment Dates. Commencing on the tenth business day of the calendar month following the calendar month in which the Initial Interest Payment Date occurs and continuing on the tenth business day of each successive month thereafter until the Term Loan has been paid in full, the Borrower will pay consecutive monthly payments of interest in arrears for the preceding month to the Lenders.

(iii) Mandatory Amortization. Commencing on the first business day of the calendar month following the calendar month in which the Initial Interest Payment Date occurs and continuing on the first business day of each successive month thereafter until the Term Loan has been paid in full, the Borrower will pay consecutive monthly payments of principal sufficient to fully amortize the outstanding principal of the Term Loan on the Term Loan Maturity Date.

(iv) Voluntary Prepayments. At any time, the Borrower may at its option prepay all or any part of the principal of the Term Loan before maturity without penalty or premium.

(v) Maturity of Term Loan. The Borrower will pay the entire unpaid principal balance of the Term Loan, together with all accrued but unpaid interest thereon and all other amounts due under this Agreement, the Notes and the Collateral Documents and each other document, instrument or agreement entered into in connection herewith (collectively, the "Loan Documents") on the Term Loan Maturity Date. As used herein, the term "Term Loan Maturity Date" means earlier of (i) [_____][3] or (ii) the date of any acceleration of the maturity of the Revolving Loan as a result of the occurrence of an Event of Default pursuant to the terms of this Agreement.

2. Guaranty by the Guarantors.

2.1 The Guaranty. Each of the Guarantors party to this Agreement hereby jointly and severally guarantees to the Lender as hereinafter provided, as primary obligor and not as surety, the prompt payment of the Obligations in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration or otherwise) strictly in accordance with the terms thereof. The Guarantors hereby further agree that if any of the Obligations is not paid in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration, or otherwise), the Guarantors will, jointly and severally, promptly pay the same, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Obligations, the same will be promptly paid in full when due (whether at extended maturity, as a mandatory prepayment, by acceleration or otherwise) in accordance with the terms of such extension or renewal. Notwithstanding any provision to the contrary contained herein or in any other of the Loan Documents or the other documents relating to the Obligations, the obligations of each Guarantor under this Agreement and the other Loan Documents shall not exceed an aggregate amount equal to the largest amount that would not render such obligations subject to avoidance under any bankruptcy, insolvency or similar law.

2.2 Obligations Defined. As used herein, the term "Obligations" means, , with respect to each Loan Party, (a) all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party arising under any Loan Document including, without limitation, the Loans or otherwise whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party of any proceeding under any bankruptcy, insolvency or similar law naming such person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

2.3 Obligations Unconditional. The obligations of the Guarantors under Section 2.1 are joint and several, absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of any of the Loan Documents or other documents relating to the Obligations, or any substitution, release, impairment or exchange of any other guarantee of or security for any of the Obligations, and, to the fullest extent permitted by applicable law, irrespective of any other circumstance whatsoever which might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor, it being the intent of this Section 2.3 that the obligations of the Guarantors

3 Term Loan Maturity Date to be determined on a case by case basis.

hereunder shall be absolute and unconditional under any and all circumstances. Each Guarantor agrees that such Guarantor shall have no right of subrogation, indemnity, reimbursement or contribution against the Borrower or any other Guarantor for amounts paid under this Section 2 until such time as the Obligations have been paid in full and the obligation of Lender to make any loan, advance or other extension of credit has expired or terminated. Without limiting the generality of the foregoing, it is agreed that, to the fullest extent permitted by law, the occurrence of any one or more of the following shall not alter or impair the liability of any Guarantor hereunder, which shall remain absolute and unconditional as described above: (i) at any time or from time to time, without notice to any Guarantor, the time for any performance of or compliance with any of the Obligations shall be extended, or such performance or compliance shall be waived; (ii) any of the acts mentioned in any of the provisions of any of the Loan Documents or any other document relating to the Obligations shall be done or omitted; (iii) the maturity of any of the Obligations shall be accelerated, or any of the Obligations shall be modified, supplemented or amended in any respect, or any right under any of the Loan Documents or any other document relating to the Obligations shall be waived or any other guarantee of any of the Obligations or any security therefor shall be released, impaired or exchanged in whole or in part or otherwise dealt with; (iv) any Lien granted to, or in favor of, the Lender as security for any of the Obligations shall fail to attach or be perfected; (v) any of the Obligations shall be determined to be void or voidable (including for the benefit of any creditor of any Guarantor) or shall be subordinated to the claims of any person (including any creditor of any Guarantor); or (vi) any law or regulation of any jurisdiction or any other event affecting any term of a guaranteed obligation. With respect to its obligations hereunder, each Guarantor hereby expressly waives diligence, presentment, demand of payment, protest and all notices whatsoever and any requirement that the Lender exhaust any right, power or remedy or proceed against any person under any of the Loan Documents or any other document relating to the Obligations or against any other person under any other guarantee of, or security for, any of the Obligations.

2.4 Continuing Guaranty. The guarantee provided for in this Section 2 is a guaranty of payment and not of collection, is a continuing guarantee, and shall apply to the Obligations whenever arising.

2.5 Reinstatement. The obligations of the Guarantors under this Section 2 shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of any person in respect of the Obligations is rescinded or must be otherwise restored by any holder of any of the Obligations, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, and each Guarantor agrees that it will indemnify the Lender on demand for all reasonable costs and expenses (including, without limitation, fees and expenses of counsel) incurred by the Lender in connection with such rescission or restoration, including any such costs and expenses incurred in defending against any claim alleging that such payment constituted a preference, fraudulent transfer or similar payment under any bankruptcy, insolvency or similar law.

3. Collateral. Lender shall receive first priority security interests in the following collateral and all proceeds thereof in order to secure the repayment of the Loan: all assets of the Borrower including, without limitation, all personal and real property (collectively, the "Collateral"). The Lender's security interest in or other Lien on the Collateral shall be granted pursuant to that certain Security Agreement, dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), executed and made by the Borrower in favor of the Lender and all other security agreements, pledge agreements, security deeds, mortgages, trust deeds, or other similar documents as may be deemed necessary or appropriate by the Lender (collectively, the "Collateral Documents"). The Borrower also shall execute and/or deliver to the Lender (or cause to be executed and/or delivered to the Lender) any and all financing statements, fixture filings and other similar documents as the Lender may reasonably request

from time to time in order to perfect or maintain the perfection of Lender's security interest in or other Lien on the Collateral under the Security Agreement.

4. Conditions Precedent.

4.1 Conditions to Effectiveness of this Agreement. This Agreement shall be effective upon satisfaction of the following conditions precedent in each case in a manner reasonably satisfactory to the Lender:

(a) Loan Documents. Receipt by the Lender of executed counterparts of this Agreement, the Notes, the Collateral documents and each other Loan Document required on the date hereof by the Lender, each duly executed and delivered by the Loan Parties.

(b) [Opinions of Counsel. Receipt by the Lender of favorable opinions of legal counsel to the Loan Parties, addressed to the Lender, dated as of the date hereof.]

(c) Organizational Documents, Resolutions etc. Receipt by the Lender of a Secretary's Certificate for the Borrower, together with (i) attached copies of the certificate of formation, organization or jurisdictional equivalent of the Borrower and all amendments thereto certified to be true and complete as of a recent date by the appropriate governmental authority of the jurisdiction of its incorporation, together with the bylaws, operating agreement or equivalent document, in each case, certified by the relevant secretary or manager of the Borrower as of a recent date, (ii) a good standing certificate issued by the relevant secretary of state of the Borrower's jurisdiction of organization as of a recent date, (c) a copy of resolutions adopted by the governing board of the Borrower, authorizing the execution, delivery and performance of this Agreement and the Loan Documents to which the Borrower is a party certified as true, complete and correct by the secretary or manager as of a recent date; and (d) specimen signatures of the officers or members of the Borrower executing this Agreement and each of the other Loan Documents certified as genuine by the relevant secretary or manager of the Borrower.

4.2 Conditions precedent to Advances under the Revolving Credit Facility and the Conversion of the Revolving Loan. Each Advance under the Revolving Credit Facility and the Conversion of the Revolving Loan to a Term Loan as provided for in Section 1.2 hereof (each, a "Credit Extension") is subject to the following conditions precedent:

(a) Representations and Warranties. The representations of each Loan Party contained in this Agreement and in each other Loan Document shall be true, accurate and complete in all material respects as of the date of such Credit Extension.

(b) No Event of Default. No Event of Default (or other event which, with the giving of notice or passage of time, or both, would constitute such an Event of Default) shall exist or would result from such proposed Credit Extension of from the application of proceeds thereof.

(c) No Material Adverse Change. At the time of the making of the Credit Extension, there shall have been no material adverse change in the financial condition, operations, assets, liabilities, business, management, control or prospects of Borrower or the Loan Parties since the date of formation of Borrower.

(d) Compliance with Law. At the time of the making of the Extension of Credit and the use of the proceeds thereof shall not violate any applicable law, regulation, injunction or order of any government or court.

5. Representations and Warranties. The Borrower and each Loan Party hereby represent, warrant and covenant to Lender on the date hereof and at all times during the term of this Agreement as follows:

5.1 Formation. The Borrower and each other Loan Party that is not a natural person (collectively, the "Organized Loan Parties") is duly organized or formed, validly existing and in good standing under the laws of its incorporation or organization. Each Loan Party has all requisite power and authority to execute and deliver the Loan Documents to which it is party, to perform its obligations thereunder and to own and operate its property and to conduct its business. This Agreement and each other Loan Document has been duly executed and delivered by the Loan Parties and constitutes the legal, valid and binding obligations of such Loan Parties, enforceable against the Loan Parties in accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity. No consent or authorization of, or filing with, any person or entity (including, without limitation, any governmental authority), is required in connection with the execution, delivery or performance by the Loan Parties, or the validity or enforceability against the Loan Parties, of the Loan Documents, other than such consents, authorizations or filings which have been made or obtained.

5.2 Veracity. Neither this Agreement nor any other document furnished to Lender by or on behalf of any Loan Party in connection with the Loans contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein not materially misleading.

5.3 Compliance with Law. Each Loan Party is in compliance with all federal, state, local and other laws, ordinances and other governmental rules or regulations to which such Loan Party is subject, including environmental laws, laws and regulations relating to equal employment opportunity and employee safety, and each Loan Party will promptly comply with all such laws and regulations which may be legally imposed on each Loan Party in the future, except where the failure to so comply has not had or could not reasonably be expected to have a material adverse effect on the financial condition, operations, assets, liabilities, business, management, control or prospects of such Loan Party.

5.4 No Litigation. There is no litigation, investigations or proceedings of or before any courts, tribunals, arbitrators or governmental authorities are pending or, to the knowledge of any Loan Party, threatened by or against any Loan Party, or against any of its respective properties or revenues, existing or future (a) with respect to any Loan Document, any of the transactions contemplated hereby or thereby, or (b) which, if adversely determined, would reasonably be expected to have a material adverse effect on the financial condition, operations, assets, liabilities, business, management, control or prospects of any Loan Party.

5.5 Investment Company Act. No Loan Party is an "investment company" or a company "controlled" by an "investment company" (as each of the quoted terms is defined or used in the Investment Company Act of 1940, as amended). No Loan Part is subject to any foreign, federal or local statute or regulation limiting its ability to incur indebtedness for money borrowed, guarantee such indebtedness, or pledge its assets to secure such indebtedness, as contemplated hereby or by any other Loan Document.

5.6 Margin Regulations. No part of the proceeds of the Loans will be used to purchase or carry any "margin stock" (as such term is defined in the Margin Regulations). "Margin Stock" (as defined in the Margin Regulations) constitutes less than twenty-five percent of the value of those assets of the Loan Parties which are subject to any limitation on sale, pledge, or other restriction under this Agreement or any other Loan Document. None of the Collateral is comprised of "Margin Stock" (as defined in the Margin Regulations). As used herein, the term "Margin Regulations" shall mean Regulation T, Regulation U and Regulation X of the Board of Governors of the Federal Reserve System, as the same may be in effect from time to time.

5.7 Insurance. Borrower currently maintain insurance with respect to their respective properties and businesses, with financially sound and reputable insurers, having coverages against losses or damages of the kinds customarily insured against by reputable companies in the same or similar businesses, such insurance being in amounts no less than those amounts which are customary for such companies under similar circumstances.

5.8 Taxes. Borrower has filed or caused to be filed all declarations, reports and tax returns which are required to have been filed, and has paid all taxes, custom duties, levies, charges and similar contributions ("taxes") shown to be due and payable on said returns or on any assessments made against it or its properties, and all other taxes, fees or other charges imposed on it or any of its properties by any governmental authority (other than those the amount or validity of which is currently being contested in good faith by appropriate proceedings and with respect to which reserves in conformity with generally accepted accounting principles have been provided in its books); and no tax Liens have been filed and, to the knowledge of the Loan Parties, no claims are being asserted with respect to any such taxes, fees or other charges.

5.9 Valid Title. Borrower has good and marketable fee simple title to or a valid leasehold interest in all of its real property and good title to, or a valid leasehold interest in, all of its other property, subject to no Liens or title defects of any kind, except for Liens in favor of Lender or otherwise expressly permitted hereby and under the other Loan Documents and title defects not constituting material impairments in the intended use for such properties. As used in this Agreement, the term "Liens" shall mean any mortgage, pledge, security interest, lien, charge, hypothecation, assignment, deposit arrangement, title retention, preferential right, trust or other arrangement having the practical effect of the foregoing and shall include the interest of a vendor or lessor under any conditional sale agreement, capitalized lease or other title retention agreement.

6. Affirmative Covenants of the Loan Parties. The Borrower and each Loan Party further covenants and agrees to comply with the following covenants from and after the date hereof and so long as this Agreement is in effect:

6.1 Reporting. Borrower shall deliver to Lender: (i) not later than one hundred twenty (120) days after the end of each fiscal year of Borrower, a copy of Borrower's annual audited financial statements in form and substance satisfactory to Lender and a copy of Borrower's limited liability company income tax returns as filed for such fiscal year; (ii) not less than thirty (30) days after the end of each monthly accounting period, a copy of Borrower's interim financial statements for such monthly period in form and substance satisfactory to Lender; (iii) promptly upon obtaining knowledge of any Event of Default (or any other event which, with the giving of notice or passage of time, or both, would constitute such an Event of Default), a written notice to Lender specifying the nature and period of existence thereof and what action Borrower proposes to take with respect thereto.

6.2 Information Rights. The Loan Parties also shall promptly provide Lender with such other information relating to the Loan Parties and their assets (including, without limitation, financial statements for the Loan Parties) as Lender may reasonably request from time to time. Lender shall have the right from time to time to inspect the Loan Parties' books and records, and to discuss the Loan Parties' financial affairs or any matters concerning Borrower and its business and assets with any officers of Borrower at any reasonable time while this Agreement remains in effect.

6.3 Financial Covenants.[4]

6.4 Additional Guarantors. Borrower shall cause each owner of any equity interest in the Borrower to become a Loan Party hereunder and guaranty the Obligations pursuant to documentation reasonably acceptable to the Lender.

6.5 Further Assurances. Each Loan Party agrees that it shall, at its expense and upon the request of Lender, duly execute and deliver, or cause to be duly executed and delivered, to Lender such further instruments and do and cause to be done such further acts as may be necessary or proper in the reasonable opinion of Lender to carry out more effectively the provisions and purposes of this Agreement and each other Loan Document.

7. Negative Covenants of the Loan Parties. Each Loan Party further covenants and agrees with Lender that from and after the date hereof and so long as this Agreement remains in effect, without the prior written consent of Lender, that:

7.1 Merger, Consolidation, etc. No Organized Loan Party shall wind up, liquidate, dissolve itself, or reorganize, merge or consolidate with or into any other entity, sell, assign or convey any equity interest after the date hereof or make any substantial change in the basic type of business now being conducted by it. Borrower will not form, create or acquire any subsidiaries.

7.2 Disposition of Assets. Borrower shall not, directly or indirectly, convey, sell, assign, transfer, lease, or otherwise dispose of (whether in one transaction or a series of transactions) any of its assets (whether now owned or hereafter acquired), or take any action that would make it impossible to carry out its business as currently being conducted, (whether now owned or hereafter acquired), except that Borrower may in the ordinary course of business sell, transfer and dispose of equipment and other tangible assets with a fair market value, individually or in the aggregate, of not more than $1,000 that have become obsolete, uneconomic, worn-out or no longer useful in its business.

7.3 Judgments. No Loan Party shall allow any single money judgment or other order for the payment of money in excess of the sum of $5,000 or any number of money judgments or other orders for the payment of money in excess of the aggregate sum of $5,000 to be entered against any Loan Party and to remain unsatisfied against it for a period of thirty (30) consecutive days, unless execution thereof is stayed.

7.4 Attachments. No Loan Party shall not allow any warrants or writs of attachment or execution or similar process to be issued against any property of any Loan Party to remain undischarged or unstayed for a period of thirty (30) days.

4 To be discussed. Possible applicable requirements for an early stage clinic are net income thresholds and minimum debt service.

7.5 Liens. Borrower shall not, directly or indirectly, pledge, or grant or suffer to exist any security interest, Lien, charge or other encumbrance on any of its assets (whether now owned or hereafter acquired), except for Liens in favor of Lender and Permitted Liens. As used herein, "Permitted Liens" means Liens for taxes not yet due or payable; statutory Liens securing the claims of materialmen, mechanics, carriers and landlords for labor, material, supplies or leases incurred in the ordinary course of Borrower's business, but only if payment thereof is not at the time required and such Liens are at all times junior in priority to the Liens in favor of the Lender and any other Liens hereafter consented to by the Lender.

7.6 Indebtedness. Borrower shall not create, incur, assume, guarantee or suffer to exist, or otherwise become or remain liable, directly or contingently, with respect to any indebtedness to any other person or entity other than the Loans and Permitted Debt. As used herein, "Permitted Debt" means any other indebtedness of the Borrower in an aggregate principal amount that does not exceed $1,000 at any time outstanding.

7.7 Restricted Payments. Borrower shall not repurchase or redeem, or make any payments or distributions in respect of, any of its equity interests.

7.8 Transactions with Affiliates. Borrower shall not conduct any transactions with an affiliate thereof unless such transaction is otherwise permitted under this Agreement and on terms that are commercially reasonable and no less favorable to Borrower than would be obtained in a comparable arm's-length transaction with a person that is not an affiliate of Borrower; provided that so long as no Event of Default has occurred and is continuing, Borrower may pay the living expenses of [_____][5] in accordance in with Section 1.1 hereof.

8. Events of Default and Remedies.

8.1 Events of Default. Each of the following events shall constitute an Event of Default under this Agreement:

(a) Failure by any Loan Party to make any payment with respect to the Loans (whether principal, interest, fees or other amounts) required to be made hereunder or under any Loan Document when and as the same becomes due and payable (whether at maturity, on demand, or otherwise); or

(b) Any Loan Party shall (i) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee or liquidator of such Loan Party or of all or a substantial part of its assets; (ii) admit in writing the inability of such Loan Party, or be generally unable, to pay its debts as such debts become due; (iii) make a general assignment for the benefit of the creditors of such Loan Party; (iv) commence a voluntary case under the Bankruptcy Code of the United States (as now or hereafter in effect); (v) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts; (vi) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against such Loan Party in an involuntary case under the Bankruptcy Code of the United States; or (vii) take any action for the purpose of effecting any of the foregoing; or

5 Insert name of applicable guarantor.

(c) A proceeding or case shall be commenced, without the application of a Loan Party, in any court of competent jurisdiction, seeking (x) the liquidation, reorganization, dissolution, winding-up or composition or readjustment of debts of such Loan Party; (y) the appointment of a trustee, receiver, custodian, liquidator or the like of such Loan Party or of all or any substantial part of the assets of such Loan Party; or (z) similar relief in respect of such Loan Party under any law relating to bankruptcy, insolvency, reorganization, winding-up or composition and adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue in effect, for a period of sixty (60) days from commencement of such proceeding or case or the date of such order, judgment or decree, or any order for relief against such Loan Party shall be entered in an involuntary case or proceeding under the Bankruptcy Code; or

(d) Any representation or warranty made by any Loan Party herein or in any of the other Loan Documents shall be false or misleading in any material respect on the date as of which made (or deemed made); or

(e) Any default by any Loan Party shall occur in the performance or observance of any covenant in Section 6 or Section 7 of this Agreement; or

(f) Any default by any Loan shall occur in the performance or observance of any term, covenant, condition or provision contained in this Agreement, any other Loan Document or any Franchise Document and not referred to in clauses (a) through (f) above, in each case, which default shall continue for five (5) days after the earlier of the date Borrower acquires knowledge thereof or Lender gives Borrower written notice thereof; or

(g) Any material provision of this Agreement or any other Loan Document shall at any time for any reason cease to be valid and binding, or the validity, enforceability, or priority thereof shall be contested by any Loan Party, or any Loan Party shall terminate or repudiate (or attempt to terminate or repudiate) any Loan Document executed by it; or

(h) The occurrence of any default or event of default under or as defined in any of the other Loan Documents; or

(i) The occurrence of any default in the payment of any monetary obligation of any Loan Party (including, without limitation, under any conditional sale or other title retention agreement or any obligation secured by purchase money mortgage or deed to secure debt or any obligation under notes payable or drafts accepted representing extensions of credit or on any capitalized lease obligation), individually or in the aggregate in excess of $5,000; or

(j) The dissolution of any Loan Party or the failure of any Loan Party to maintain its existence in good standing in its jurisdiction of organization; or

(k) Any material change in the executive management or the ownership or control of Borrower or the death of any Loan Party that is a natural person; or

(l) Any material adverse change in any Loan Party's financial condition, assets, operations or prospects or means or ability to perform under the Loan Documents executed by it; or

(m) The Borrower's franchise fails to achieve fully operational status within nine (9) calendar months of the date hereof or [_____] fails to satisfactorily complete the training and vocational program offered by the Lender, in its capacity as franchisor, in a timely fashion.

8.2 Remedies. Upon the occurrence and during the continuation of an Event of Default, Lender may, in its sole discretion, exercise one or more of the following remedies:

(a) By written notice to Borrower, declare the principal of and any accrued interest on the Loan and all other obligations of Borrower and the Loan Parties to Lender under this Agreement or the other Loan Documents, to be, and whereupon the same shall become, immediately due and payable, and the same shall thereupon become due and payable without further demand, presentment, protest or notice of any kind, all of which are hereby expressly waived by Borrower and the other Loan Parties; and

(b) without prior notice to Borrower or any Loan Party, hold and set off against any or all obligations as may be then due and owing hereunder or under any other Loan Documents as Lender may elect any balance or amount to the credit of Borrower or any Loan Party in any deposit, reserve or other account of any nature whatsoever maintained by or on behalf of Borrower or any Loan Party with Lender at any of its offices, regardless of whether such account is general or special; and

(c) Exercise all or any of its rights and remedies as it may otherwise have under any of the other Loan Documents or any applicable law;

provided, however, that upon the occurrence of an Event of Default specified in Section 8.1(b) or Section 8.1(c) above (each, a "Bankruptcy Event of Default"), the result which would occur upon the giving of notice pursuant to Section 8.2(a) above shall occur automatically without the giving of any such notice. No failure or delay on the part of Lender to exercise any right or remedy hereunder or under the Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any further exercise thereof or the exercise of any further right or remedy hereunder or under the Loan Documents. No exercise by Lender of any remedy under the other Loan Documents shall operate as a limitation on any rights or remedies of Lender under this Agreement, except to the extent of moneys actually received by Lender under the other Loan Documents.

9. Miscellaneous

9.1 GOVERNING LAW. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF FLORIDA WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF.

9.2 SUBMISSION TO JURISDICTION. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST ANY OTHER PARTY OF THE FOREGOING IN ANY WAY RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS RELATING HERETO OR

THERETO, IN ANY FORUM OTHER THAN THE FEDERAL AND STATE COURTS LOCATED IN ORANGE COUNTY, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH FLORIDA STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

9.3 WAIVER OF VENUE. BORROWER AND EACH OTHER LOAN PART IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

9.4 SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

9.5 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

9.6 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of Borrower, the Loan Parties, the Lender and their respective heirs, legal representatives, successors and assigns, but neither the Borrower nor any other Loan Party may assign or transfer any of its rights or obligations hereunder or under any other Loan Document without the express prior written consent of Lender. Notwithstanding anything herein or in any Loan Document to the contrary, the Lender may freely assign any or all of its rights and obligations without any consent from or notice to the Borrower or any other Loan Party.

9.7 Amendment and Waiver. This Agreement may not be waived or amended except by a writing signed by an authorized officer of Lender and the Loan Parties.

9.8 Effective Date; Termination. This Agreement shall be effective on the date on which Borrower, the Loan Parties and the Lender have signed one or more counterparts of it and the Lender shall have received the same. At such time as all principal, interest or other amounts owing with respect to the Loans and under the Loan Documents have been finally and irrevocably repaid by Borrower to Lender, this Agreement shall terminate; provided that the provisions of this Section 9 shall survive any such termination.

9.9 Entire Agreement; Counterparts. This Agreement and the other Loan Documents constitute the entire agreement between Borrower, the Loan Parties and the Lender with respect to the Loans and any collateral for the Loans and supersede all prior agreements, negotiations, representations or understandings between or among such parties with respect to such matters. This Agreement may be executed in one or more counterparts, and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. All pronouns used herein include all genders and all singular terms used herein include the plural (and vice versa).

9.10 Expenses. Borrower agrees to: (i) pay all reasonable out-of-pocket costs and expenses of Lender incurred in connection with its negotiation, structuring, documenting, closing, administration or modification of, or in connection with the preservation of Lender's rights under, enforcement of this Agreement or any other Loan Document or any instruments referred to therein or any amendment, waiver or consent relating thereto, including, without limitation, the reasonable fees and disbursements of counsel for Lender, and (ii) pay and hold Lender harmless from and against any and all present and future stamp, documentary, property, ad valorem or other similar non-income taxes with respect to this Agreement, any Note or any other Loan Documents, any Collateral described therein or any payments due thereunder.

9.11 Indemnity. In addition to the other amounts payable by Borrower and the Loan Parties under this Agreement, the Loan Parties hereby agree to pay and indemnify and hold Lender harmless from and against all claims, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lender may (other than as a result of the gross negligence or willful misconduct of such person) incur or be subjected to as a consequence, directly or indirectly, of (i) any actual or proposed use of any proceeds of the Loans or Borrower and the Loan Parties entering into or performing under any Loan Document; (ii) any breach by Borrower or any Loan Party of any representation, warranty, covenant or condition in, or the occurrence of any other default under, this Agreement or any of the other Loan Documents, including without limitation all reasonable attorneys' fees or expenses resulting from the settlement or defense of any claims or liabilities arising as a result of any such breach or default; (iii) Lender's holding any Lien on or administering any collateral for the Loans; or (iv) any suit, investigation or proceeding as to which Lender is involved as a consequence, directly or indirectly, of its execution of this Agreement or any of the other Loan Documents, the making of any Loan, the holding of any Lien on any collateral for the Loan or any other event or transaction contemplated by this Agreement or any of the Loan Documents.

9.12 Relationship. Nothing contained in this Agreement or the other Loan Documents shall establish any fiduciary, partnership, joint venture or similar relationship between or among Lender, on the one hand, and Borrower and the Loan Parties, on the other hand.

10. Notices. All notices, requests and other communications hereunder or under any of the other Loan Documents shall be in electronic, telephonic (confirmed in writing) or written (including telecopier or similar writing) form and shall be given to the party to whom sent, addressed to it at its address set forth below. Each such notice, request or communication shall be effective (a) if given by telecopy, when such communication is transmitted to the telecopy number herein specified (any such notice, request or communication sent by telecopy shall be confirmed promptly thereafter by personal delivery or mailing in accordance with the other provisions of this Section, but such confirmation requirement shall not affect the date on which such telecopy shall be deemed to be effective for purposes hereof); (b) if given by mail, three (3) business days after such communication is deposited in the United States mail with first class postage prepaid, return receipt requested, addressed as aforesaid; (c) if sent for overnight delivery by a reputable national overnight delivery service, one (1) business day after such communication is entrusted to such service for overnight delivery and with recipient's signature required, addressed as aforesaid; or (d) if given by any other means, when delivered at the address of the party to whom such notice is being delivered.

To Borrower and the Loan Parties:	[_____]
To Lender:	[_____]
	Fax No.: _____

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

BORROWER:

[_____]

By:_____
Name:
Title:

[GUARANTOR]:

[_____]

By:_____
Name:
Title:

LENDER:

Maximized Living Health Centers, LLC

By:_____
Name:
Title:

Exhibit A-1

PROMISSORY NOTE
(REVOLVING LOAN)

$[150,000.00] [_____]

FOR VALUE RECEIVED, **[BORROWER]**, a [_____] (the "Borrower"), hereby promises to pay to the order of Maximized Living Health Centers, LLC, a Florida limited liability company (the "Lender"), at its main office located in [_____] (or at such other place as the holder hereof shall designate by a notice in writing to the Borrower) on [_____], or such earlier date as is required pursuant to the Loan Agreement described below (including upon acceleration or maturity) the principal sum of up to ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00) or such lesser amount as shall equal the aggregate unpaid principal amount of the Revolving Loans made by the Lender to the Borrower under the Loan and Guaranty Agreement between the Lender and the Borrower of even date herewith (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), in lawful money of the United States of America and in immediately available funds, and to pay interest on the unpaid principal amount as well as principal outstanding under the Revolving Loans, at such office, in like money and funds, at the rates per annum and on the dates specified in the Loan Agreement.

This Note is the Revolving Loan Note referred to in the Loan Agreement. This Note evidences the Revolving Loan made by the Lender to the Borrower thereunder. Capitalized terms used in this Note and not otherwise defined herein have the respective meanings assigned to them in the Loan Agreement.

Upon the occurrence of an Event of Default under the Loan Agreement, the principal amount hereof and accrued interest hereon shall become, or may be declared to be, forthwith due and payable in the manner, upon the conditions and with the effect provided in the Loan Agreement.

In no event shall the amount or rate of interest due and payable under this Note exceed the maximum amount or rate of interest allowed by applicable Law and, in the event any such excess payment is made by the Borrower or received by Lender, such excess sum shall be credited as a payment of principal (or if no principal shall remain outstanding, shall be refunded to the Borrower). It is the express intent hereof that the Borrower not pay and Lender not receive, directly or indirectly or in any manner, interest in excess of that which may be lawfully paid under applicable law.

This Note is secured by and is also entitled to the benefits of the Loan Documents providing Collateral for the Revolving Loan, whether now or hereafter in existence.

All parties now or hereafter liable with respect to this Note, whether the Borrower, any guarantor, endorser, or any other person or entity, hereby waive presentment for payment, demand, notice of non-payment or dishonor, protest and notice of protest.

No delay or omission on the part of the Lender or any holder hereof in exercising its rights under this Note, or delay or omission on the part of the Lender in exercising its rights under the Loan Agreement or under any other Loan Document, or course of conduct relating thereto, shall operate as a waiver of such rights or any other right of the Lender or any holder hereof, nor shall any waiver by the Lender of any such right or rights on any one occasion be deemed a bar to, or waiver of, the same right or rights on any future occasion.

The Borrower promises to pay all reasonable costs of collection, including reasonable attorneys' fees actually incurred (and not based upon any fixed percentage of the indebtedness due under this Note), should this Note be collected by or through an attorney-at-law or under advice therefrom.

Time is of the essence with respect to this Note.

THIS NOTE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA.

[signature page follows]

IN WITNESS WHEREOF, the Borrower has executed this Promissory Note (Revolving Loan) under seal on the day and year first written above.

Borrower:

[BORROWER]

By:_____

Name:

Title:

Exhibit A-2

PROMISSORY NOTE
(TERM LOAN)

$[_____] [_____]

FOR VALUE RECEIVED, **[BORROWER]**, a [_____] (the "Borrower"), hereby promises to pay to the order of Maximized Living Health Centers, LLC, a Florida limited liability company (the "Lender"), at its main office located in [_____] (or at such other place as the holder hereof shall designate by a notice in writing to the Borrower) on [_____], or such earlier date as is required pursuant to the Loan Agreement described below (including upon acceleration or maturity) the principal sum of [_____][6]. The Borrower shall make payments under this Note in accordance with the terms and conditions of that certain Loan and Guaranty Agreement between the Lender and the Borrower of _____, 20___ (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), in lawful money of the United States of America and in immediately available funds, and to pay interest on the unpaid principal amount outstanding under such term loan, at such office, in like money and funds, for the period commencing on the date hereof until the Term Loan shall be paid in full, at the rates per annum and on the dates specified in the Loan Agreement.

This Note is the Term Loan Note referred to in the Loan Agreement. This Note evidences the Term Loan made by the Lender to the Borrower thereunder. Capitalized terms used in this Note and not otherwise defined herein have the respective meanings assigned to them in the Loan Agreement.

Upon the occurrence of an Event of Default under the Loan Agreement, the principal amount hereof and accrued interest hereon shall become, or may be declared to be, forthwith due and payable in the manner, upon the conditions and with the effect provided in the Loan Agreement. At any time, the Borrower may at its option prepay all or any part of the principal of this Note before maturity without penalty or premium upon the terms provided in the Loan Agreement.

In no event shall the amount or rate of interest due and payable under this Note exceed the maximum amount or rate of interest allowed by applicable Law and, in the event any such excess payment is made by the Borrower or received by Lender, such excess sum shall be credited as a payment of principal (or if no principal shall remain outstanding, shall be refunded to the Borrower). It is the express intent hereof that the Borrower not pay and Lender not receive, directly or indirectly or in any manner, interest in excess of that which may be lawfully paid under applicable law.

This Note is secured by and is also entitled to the benefits of the Loan Documents providing Collateral for the Term Loan, whether now or hereafter in existence.

All parties now or hereafter liable with respect to this Note, whether the Borrower, any guarantor, endorser, or any other person or entity, hereby waive presentment for payment, demand, notice of non-payment or dishonor, protest and notice of protest.

No delay or omission on the part of the Lender or any holder hereof in exercising its rights under this Note, or delay or omission on the part of the Lender in exercising its rights under the Loan Agreement or under any other Loan Document, or course of conduct relating thereto, shall operate as a waiver of such rights or

6 Insert Term Loan Amount after giving effect to fees and outstandings of revolver as of time of conversion.

any other right of the Lender or any holder hereof, nor shall any waiver by the Lender of any such right or rights on any one occasion be deemed a bar to, or waiver of, the same right or rights on any future occasion.

The Borrower promises to pay all reasonable costs of collection, including reasonable attorneys' fees actually incurred (and not based upon any fixed percentage of the indebtedness due under this Note), should this Note be collected by or through an attorney-at-law or under advice therefrom.

Time is of the essence with respect to this Note.

This Note is issued in replacement and substitution for and amends and restates in its entirety that certain Promissory Note (Revolving Loan), dated as of _____, 20___ (the "Prior Note"), and issued by the Borrower in the original principal amount of [$150,000.00]. This Note is not intended nor shall be construed to be a novation or an accord and satisfaction of the indebtedness evidenced by the Prior Note.

THIS NOTE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA.

[signature page follows]

IN WITNESS WHEREOF, the Borrower has executed this Promissory Note (Term Loan) under seal on the day and year first written above.

Borrower:

[BORROWER]

By:_____

Name:

Title:

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "**Agreement**") is made and entered into as of _____, 20__, between **[BORROWER]**, a limited liability company having an address at _____(**"Debtor"**), and Maximized Living Health Centers, LLC, a Florida limited liability company (**"Secured Party"**).

In consideration of any and all loans or other extensions of credit which may be now or hereafter made from time to time by Secured Party to Debtor pursuant to that certain Loan and Guaranty Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), as well as for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Debtor hereby agrees in favor of Secured Party as follows:

1. Security Interest.

(a) Debtor hereby grants to Secured Party a present and continuing security interest in and lien on all of the Collateral described in Sections l(b) and l(c) below to secure the payment and performance of all of the Obligations described in Section 2 below.

(b) The term "Collateral" as used herein shall mean and include all now existing or hereafter arising rights, titles and interests of Debtor in, to or under the following types or items of property of Debtor, whether now owned or hereafter existing or hereafter created, acquired or arising and wheresoever located, and all cash and non-cash proceeds thereof:

(i) all accounts of Debtor;

(ii) all chattel paper and instruments of Debtor;

(iii) all general intangibles of Debtor (including payment intangibles);

(iv) all letter-of-credit rights of Debtor;

(v) all inventory of Debtor;

(vi) all equipment of Debtor;

(vii) all fixtures of Debtor;

(viii) all other goods of Debtor;

(ix) all investment property of Debtor;

(x) all deposit accounts of Debtor;

(xi) all money, cash and cash equivalents of Debtor; and

(xii) all proceeds of any of the above property.

(c) Unless otherwise defined herein, all terms contained in this Agreement shall have the meanings provided for by the Uniform Commercial Code as in effect in the State of Florida to the extent the same are used or defined therein. In addition, the term "proceeds" as used herein includes whatever is receivable or received when any Collateral or any proceeds thereof is sold, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, and also includes without limitation all rights to payment (including returned premiums) with respect to any insurance relating to such Collateral.

2. Obligations Secured.

This Agreement and the security interest and lien granted hereunder to Secured Party secure any and all Obligations (as defined in the Loan Agreement).

3. Representations and Warranties. Debtor hereby represents and warrants to Secured Party that:

(a) Debtor has full power and authority, and has completed all proceedings and obtained all approvals and consents necessary, to execute, deliver and perform this Agreement and the transactions contemplated hereby.

(b) Such execution, delivery, and performance will not violate, or cause a default under or result in a lien (other than Secured Party's security interest and lien hereunder) upon any property of Debtor pursuant to, any applicable law, rule or regulation or any agreement, indenture, judgment, order, decree, or instrument binding upon or affecting Debtor or any of the Collateral.

(c) This Agreement constitutes the legal, valid, and binding obligation of Debtor, enforceable against Debtor in accordance with its terms (except as such enforceability may be limited by bankruptcy, insolvency, or other similar laws affecting the enforcement of creditor's rights or by general equitable principles), and this Agreement grants to Secured Party a valid and enforceable security interest in or other lien on the Collateral.

(d) Debtor's chief executive office and principal place of business are located at Debtor's address shown above and Debtor's organization identification number and federal employer identification number are set forth below.

(e) Debtor has good and marketable title to the Collateral (or, in the case of any after-acquired Collateral, Debtor will have good and marketable title to the Collateral at the time Debtor acquires rights in such Collateral).

(f) Except for the security interest and lien granted hereunder in favor of Secured Party, no person has (or, in the case of any after-acquired Collateral, at the time Debtor acquires rights therein, will have) any right, title, claim, or other interest (whether in the nature of a security interest, other lien or charge, or otherwise) in, against or to any Collateral or any interest therein.

All of the foregoing representations and warranties shall survive the execution, delivery and acceptance of this Agreement by Secured Party and Debtor and the closing of the transactions contemplated hereby.

4. Covenants and Agreements of Debtor. Debtor hereby covenants and agrees with Secured Party as follows:

(a) Debtor shall pay promptly when due all taxes, assessments, charges, encumbrances and liens now or hereafter imposed upon or affecting any Collateral or Secured Party's security interest or other lien hereunder (including all property, excise, intangible, use, sales, stamp and other such taxes).

(b) Debtor shall not sell, encumber, lease, rent or otherwise dispose of or transfer any Collateral or any right or interest therein except as hereinafter provided, and Debtor shall keep the Collateral free of all levies, security interests or other liens, charges or encumbrances except those granted hereunder to Secured Party or those approved in writing by Secured Party; provided that, unless an Event of Default shall have occurred and be then continuing, Debtor may, in the ordinary course of its business, sell, rent or lease any Collateral consisting of inventory and may dispose of obsolete or worn-out equipment.

(c) Debtor shall comply in all material respects with all laws, rules and regulations (including those governing environmental matters) relating to the possession, operation, storage, maintenance, disposal, and control of the Collateral.

(d) If and to the extent requested by Secured Party, Debtor shall account fully for and promptly deliver to Secured Party, in the form received, all documents, chattel paper, instruments, and agreements constituting Collateral hereunder and all proceeds of the Collateral received, all endorsed to Secured Party or in blank.

(e) Debtor shall keep accurate, and complete records of the Collateral and shall provide Secured Party with such records and such other reports and information relating to the Collateral as Secured Party may request from time to time.

(f) Debtor shall keep, procure, execute, and deliver from time to time any and all, indorsements, notifications, registrations, assignments, financing statements, fixture filings, certificate of title applications, blank transfer powers, and other writings deemed necessary or appropriate by Secured Party to perfect, maintain, and protect its security interest in or other lien on the Collateral hereunder and the priority thereof, and Debtor shall take such other actions as Secured Party may request to protect the value of the Collateral and of Secured Party's security interest in the Collateral, including, without limitation, obtaining such landlord waivers, mortgagee waivers and other assurances from third parties regarding Secured Party's access to and right to foreclose on or sell the Collateral and right to realize the practical benefits of such foreclosure or sale as Secured Party may request. Unless prohibited by applicable law, Debtor hereby authorizes Secured Party to execute and file any financing statement or fixture filing on Debtor's behalf and without Debtor's signature, and the parties further agree that any carbon, photographic, or other reproduction of this Agreement shall be sufficient as a financing statement and may be filed in any appropriate office in lieu thereof.

(g) Debtor shall reimburse Secured Party upon demand for all costs and expenses, including, without limitation, reasonable attorney's fees and disbursements, Secured Party may now or hereafter incur while exercising or enforcing any right, power, or remedy provided to Secured Party by this Security Agreement or by law, all of which costs and expenses shall constitute part of the Obligations secured hereunder.

(h) Debtor shall give Secured Party not less than thirty (30) days prior written notice of any change in Debtor's chief executive office or principal place of business, or Debtor's jurisdiction of incorporation, or Debtor's legal name from that set forth in this Agreement.

(i) Debtor shall furnish Secured Party with such information regarding the Collateral (and any account debtors thereunder) as Secured Party from time to time may request.

(j) Debtor shall keep the Collateral in good condition and repair and shall not cause or permit any waste of any of the Collateral.

(k) Debtor shall insure the Collateral, with Secured Party named as loss payee under all property coverages and as an additional insured under all liability coverages, in form and amount, with insurers, and against risks and liabilities which are satisfactory to Secured Party in all respects, and Debtor hereby assigns all such policies and all proceeds thereof (including returned premiums) to Secured Party, to secure the Obligations, agrees to deliver them to Secured Party at its request, and agrees that Secured Party may make any claim thereunder, cancel the insurance on default by Debtor, collect and receive payment and indorse any instrument in payment of loss or return premium or other refund or return, and apply such amounts received, at Secured Party's election, to replacement of the Collateral or to the Obligations.

(l) Debtor agrees that all risk of loss of the Collateral shall at all times be and remain upon Debtor irrespective of whether such Collateral is then in Debtor's or Secured Party's possession.

(m) Debtor shall permit Secured Party (or any person designated by Secured Party) from time to time to inspect the Collateral and to inspect, audit and make copies of or extracts from all books and records maintained by or on behalf of Debtor pertaining to the Collateral (including computer records), all at such times and places as Secured Party may request from time to time.

5. **Power of Attorney**. Debtor hereby agrees that from time to time, without presentment, notice or demand, and without affecting or impairing in any way the rights of Secured Party with respect to the Collateral, the obligations of Debtor hereunder or the other Obligations, Secured Party may, but shall not be obligated to and shall incur no liability to Debtor or any third party for failing to, take any action which Debtor is obligated by this Agreement to take, and Debtor also hereby appoints (which appointment is coupled with an interest and shall be irrevocable so long as this Agreement is in effect) Secured Party as its attorney-in-fact with full power and authority at any time to take any of the following actions during the existence of any Event of Default hereunder in either Debtor's or Secured Party's name (but Secured Party shall have no obligation to and shall incur no liability to Debtor or any third party for failing to exercise any such power or authority): (a) to collect by legal proceedings or otherwise and indorse, receive

and receipt for all dividends, interest, payments, proceeds, and other sums and property now or hereafter payable on or on account of any of the Collateral; (b) to enter into any extension, reorganization, deposit, merger, consolidation, or other agreement pertaining to, or deposit, surrender, accept, hold or apply other property in exchange for, any of the Collateral; (c) to insure, process, and preserve any of the Collateral or to take any other action which Debtor is obligated by this Agreement to take; (d) to transfer any of the Collateral to its own or its nominee's name; (e) to make any compromise or settlement, and take any action it deems advisable, with respect to any of the Collateral; (f) to prepare, file and sign Debtor's name to any proof of claim in bankruptcy (or any similar document) against any account debtor on any of the Collateral; (g) to indorse Debtor's name upon any checks or other proceeds of any Collateral and deposit same to any account of Secured Party; (h) to indorse Debtor's name on any other document, instrument or other agreement relating to any of the Collateral; (i) to use the information recorded on or contained in any data processing equipment, other computer hardware or any software relating to any Collateral; (j) to make, adjust or enforce claims under any insurance policy relating to any Collateral; (k) to do all other acts and things necessary, in Secured Party's judgment, to fulfill Debtor's obligations under this Agreement; and (l) to pay any and all taxes, assessments, charges, encumbrances or liens now or hereafter imposed upon or affecting any of the Collateral. The foregoing power of attorney may be exercised by Secured Party in its discretion, in its name or Debtor's name, and without prior notice to or demand upon Debtor. Debtor agrees to reimburse Secured Party on demand for any sums advanced or expenses incurred by Secured Party in exercising any of the foregoing rights and powers together with interest accruing thereon daily at the highest rate Debtor has contracted to pay on any of the Obligations. Debtor's reimbursement obligations under this Section shall constitute part of the Obligations secured hereunder.

6. **Events of Default**. An event of default under this Agreement shall be deemed to exist upon the occurrence of any of the following event (each such event being herein called an "**Event of Default**"):

(a) An "Event of Default" occurs as defined in the Loan Agreement; or

(b) If any statement, representation, or warranty of Debtor made in this Agreement or in any other Loan Document or other document furnished in connection herewith to Secured Party proves to have been untrue, incorrect, misleading or incomplete in any material respect as of the date made or deemed made; or

(c) Failure of Debtor punctually and fully to perform, observe, discharge or comply with any of the covenants set forth in Section 4 (other than subsection (b), (g) or (h) thereof) of this Agreement, which failure is not cured within thirty (30) days of the giving by Secured Party to Debtor of written notice of same; or

(d) Failure of Debtor punctually and fully to perform, observe, discharge or comply with any of the other covenants set forth in this Agreement.

7. **Secured Party's Remedies**. Upon the occurrence and during the continuation of any one or more of the foregoing Events of Default, Secured Party may, at its option, and without notice to or demand on Debtor and in addition to all rights and remedies

available to Secured Party under any other agreement, at law, in equity, or otherwise, do any one or more of the following:

(a) Secured Party may declare any or all of the Obligations to be immediately due and payable and foreclose or otherwise enforce Secured Party's security interest in or other lien hereunder on any or all of the Collateral in any manner permitted by law or provided for in this Agreement.

(b) Secured Party may recover from Debtor all costs and expenses, including, without limitation, reasonable attorney's fees, incurred or paid by Secured Party in exercising or enforcing any right, power, or remedy with respect to any or all of the Collateral provided to it by this Agreement or by applicable law.

(c) Secured Party may require Debtor to assemble any or all of the Collateral and make it available to Secured Party at such place or places as may be designated by Secured Party.

(d) Secured Party may enter onto any property where any Collateral is located and take possession thereof with or without judicial process.

(e) Prior to Secured Party's disposition of any Collateral, Secured Party may store, process, complete, repair or recondition it or otherwise prepare it for disposition in any manner and to the extent Secured Party deems appropriate (but Secured Party shall not be obligated to do so).

(f) Secured Party may vote all or any of the Collateral (and in connection therewith Debtor hereby grants to Secured Party a proxy to vote the Collateral which proxy shall be irrevocable so long as this Agreement is in effect); provided, however, that unless and until an Event of Default has occurred hereunder and Secured Party has elected as a result thereof to exercise its voting right and proxy under this subsection, Debtor shall be entitled to vote the Collateral but no vote may be cast by Debtor which would violate or be inconsistent with any of the terms of this Agreement or any other agreement between Debtor and Secured Party relating to the Collateral or the Obligations.

(g) Secured Party may transfer any of the Collateral into its name, notify any account debtor under or other person obligated on any Collateral to make payments thereunder directly to Secured Party, and otherwise collect or enforce payment of any of the Collateral (but Secured Party shall have no obligation to do any of the foregoing).

(h) Secured Party may sell or otherwise dispose of any of the Collateral at one or more public or private sales at Debtor's or Secured Party's place of business or any other place or places, including without limitation at any brokers board or security exchange, in lots or in bulk, for cash or on credit, all as Secured Party, in its discretion, may deem advisable. Debtor agrees that seven (7) days' prior written notice from Secured Party to Debtor of any public sale of any Collateral or the date after which any private sale of any Collateral will be held shall constitute reasonable notice thereof and such sale may be held at such locations as Secured Party may designate in each said notice. Secured Party shall have the right to conduct any such sale on Debtor's premises, without any charge therefor, and any such sales may be adjourned from time

to time in accordance with applicable law. Secured Party may purchase all or any part of the Collateral at any public sale or, if permitted by law, any private sale and, in lieu of actual payment of such purchase price, Secured Party may set-off the amount of such price against the Obligations.

(i) Upon any sale or other disposition of any of the Collateral pursuant to this Security Agreement, Secured Party shall have the right to deliver, assign, and transfer to the purchaser thereof the Collateral or the portion thereof so sold or disposed of and each purchaser at any such sale or other disposition (including Secured Party) shall acquire such Collateral free from any claim or right of whatever kind, including any equity or right of redemption of Debtor and Debtor specifically waives (to the maximum extent permitted by law) all rights of redemption, stay or appraisal with respect to the Collateral which Debtor has or may have under any applicable law, statute, or constitution now existing or hereafter in effect.

8. Application of Proceeds.

(a) All monies and other proceeds received by Secured Party upon any collection, sale or other disposition of any Collateral, together with all other monies and other proceeds received by Secured Party hereunder, shall be applied as follows:

First, to the payment of the reasonable costs and expenses of such sale, collection or other disposition which may have been incurred by Secured Party, including without limitation attorney's fees as provided in Section 7(b) above and all other reasonable expenses, liabilities and advances made or incurred by Secured Party in connection therewith;

Second, to the payment of all other Obligations then due in such order as Secured Party may elect; and

Third, after payment in full of all Obligations then due, any surplus then remaining from such proceeds shall be paid to Debtor; and

(b) Debtor shall remain liable to Secured Party for any deficiency owing on the Obligations after the application of the proceeds of the Collateral as provided above.

9. Indemnity. Debtor hereby agrees to indemnify Secured Party and hold Secured Party harmless from and against any claim, liability, loss, damage, expense, suit, action or proceeding which may now or hereafter be suffered or incurred by Secured Party as a result of Debtor's failure to observe, perform or discharge Debtor's duties or obligations hereunder or Secured Party's holding or administering this Agreement or any Collateral unless with respect to any of the above Secured Party is finally determined to have acted with gross negligence or to have engaged in willful misconduct. Without limiting the generality of the foregoing, this indemnity shall extend to any claims asserted against Secured Party by any person under any environmental, occupational safety and hazard, or other similar laws, rules or regulations by reason of Debtor's or any other person's failure to comply with any such laws, rules or regulations. The indemnity obligations of Debtor under this Section shall constitute a part of the Obligations secured hereunder and shall survive the termination of this Agreement.

10. Miscellaneous.

(a) Any waiver, forbearance or failure or delay by Secured Party in exercising any of its rights, powers, or remedies hereunder shall not preclude the further exercise thereof, and every right, power, or remedy of Secured Party hereunder shall continue in full force and effect until such right, power or remedy is specifically waived in a writing executed by Secured Party. Debtor waives any right to require Secured Party to proceed against any person or to exhaust any Collateral or to pursue any remedy in Secured Party's power.

(b) This Agreement may be executed in any number of several counterparts, each of which when so executed shall be deemed to be an original and all of which counterparts taken together shall constitute one and the same instrument.

(c) This Agreement contains the entire agreement between Secured Party and Debtor with respect to the Collateral and supersedes all prior agreements, commitments, understandings, negotiations or correspondence between them with respect thereto. If any provision of this Agreement shall be held invalid or prohibited under applicable law, this Agreement shall be invalid or ineffective only to the extent of such invalidity or prohibition, without invalidating the remainder of this Agreement.

(d) The rights, powers, and remedies of Secured Party under this Agreement shall be in addition to all other rights, powers, or remedies given to Secured Party by applicable law or by any other agreement, all of which rights, powers and remedies shall be cumulative and may be exercise successively or concurrently without impairing Secured Party's security interest in or other lien on any of the Collateral.

(e) All singular terms used herein shall include the plural and vice versa. If more than one person executes this Agreement as Debtor, the term "**Debtor**" as used herein shall be deemed to refer to each such person individually and all such persons collectively, and their obligations and agreements hereunder shall be joint and several. All pronouns used herein shall be deemed to cover all genders. All headings used herein are for convenience of reference only and shall not constitute a substantive part of this Agreement.

(f) This Agreement may not be amended or modified except by a writing signed by each of the parties hereto.

(g) Except as may be otherwise expressly provided herein, all notices, requests and demands to or upon any party hereto shall be in writing (and, if sent by mail, shall be sent by certified or registered mail, return receipt requested) and, unless otherwise expressly provided herein, shall be deemed to have been validly given and delivered when delivered against receipt or three (3) business days after deposit in the United States mail, postage prepaid, and addressed in each case to the address of such party as shown above (or to such other address as any such party may designate for itself by like notice given to the other party hereafter).

(h) All rights of Secured Party under this Agreement shall inure to the benefit of its successors and assigns, and all obligations of Debtor hereunder shall bind its heirs, legal representatives, successors, and assigns.

(i) This Agreement and all security interests and other liens granted or conveyed hereunder shall remain in full force and effect and shall be irrevocable until such time as (x) no Obligations are outstanding, (y) Secured Party is under no obligation to make any further loans or other extensions of credit to Debtor, and (z) Secured Party notifies Debtor in writing that it is thereby terminating this Agreement. Debtor hereby waives any right Debtor may have upon payment in full of the Obligations to require Secured Party to terminate its security interest in the Collateral or any financing statement relating thereto until this Agreement is terminated in accordance with the foregoing terms.

(j) This Agreement shall be construed in accordance with and governed by the laws of the State of Florida (the "**State**").

(k) Time is of the essence of this Agreement.

(l) Nothing in this Agreement shall affect or modify the demand nature of any portion of the Obligations expressly made payable on demand by this Agreement or by any other instrument or agreement evidencing or securing the same and the occurrence of an Event of Default hereunder shall not be a prerequisite to Secured Party's right to demand immediate payment thereof.

11. WAIVERS AND CONSENTS.

(a) DEBTOR HEREBY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO NOTICE OR HEARING PRIOR TO SEIZURE BY SECURED PARTY OF ANY OF THE COLLATERAL, WHETHER BY WRIT OF POSSESSION OR OTHERWISE.

(b) EACH OF DEBTOR AND SECURED PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PERSON MAY HAVE UNDER ANY APPLICABLE LAW TO A TRIAL BY JURY WITH RESPECT TO ANY SUIT OR LEGAL ACTION WHICH MAY BE COMMENCED BY OR AGAINST SUCH PARTY CONCERNING THE INTERPRETATION, CONSTRUCTION, VALIDITY, ENFORCEMENT OR PERFORMANCE OF THIS AGREEMENT.

(c) EACH OF DEBTOR AND SECURED PARTY HEREBY EXPRESSLY AGREES, CONSENTS AND SUBMITS TO THE PERSONAL JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN THE COUNTY IN WHICH SECURED PARTY'S ADDRESS SHOWN ABOVE IS LOCATED WITH RESPECT TO ANY SUIT OR LEGAL ACTION WHICH MAY BE COMMENCED BY OR AGAINST SUCH PARTY CONCERNING THE INTERPRETATION, CONSTRUCTION, VALIDITY OR ENFORCEMENT OR PERFORMANCE OF THIS AGREEMENT, AND EACH OF DEBTOR AND SECURED PARTY ALSO EXPRESSLY CONSENTS AND SUBMITS TO AND AGREES THAT VENUE IN ANY SUCH SUIT OR LEGAL ACTION IS PROPER IN SAID COURTS AND COUNTY AND HEREBY EXPRESSLY WAIVES ANY AND ALL PERSONAL RIGHTS UNDER APPLICABLE LAW OR IN EQUITY TO OBJECT TO THE JURISDICTION AND VENUE IN SAID COURTS AND COUNTY. THE JURISDICTION AND VENUE OF THE COURTS CONSENTED AND SUBMITTED TO AND AGREED TO IN THIS PARAGRAPH ARE NOT

EXCLUSIVE BUT ARE CUMULATIVE AND IN ADDITION TO THE JURISDICTION AND VENUE OF ANY OTHER COURT UNDER ANY APPLICABLE LAWS OR IN EQUITY.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Debtor and Secured Party have executed and delivered this Agreement and Debtor has affixed its seal hereto, all as of the day and year first above set forth.

DEBTOR:

_____

By:_____
Name:_____
Title:_____

Debtor's Organization Identification Number:_____

Debtor's Federal Employer Identification Number:_____

SECURED PARTY:

MAXIMIZED LIVING HEALTH CENTERS, LLC

By:_____
Name:_____
Title:_____

EXHIBIT I
TO THE
FRANCHISE DISCLOSURE DOCUMENT

Additional State-Required Disclosures
State Specific

MAXIMIZED LIVING HEALTH CENTERS, LLC
ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF CALIFORNIA

This Addendum to the Franchise Disclosure Document modifies and supersedes the Disclosure Document with respect to franchises offered or sold to either a resident of the State of California or a non-resident who will be operating a franchise in the state of California as follows:

1. **Item 17** is amended by the addition of the following language to the original language that appears in that Item:

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

2. **Item 17**, the subheadings ""Cause" defined – defaults which cannot be cured", is amended by the addition of the following language to the original language that appears in that Item:

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

3. **Item 17**, the subheadings "Non-competition covenants after the franchise is terminated or expires", is amended by the addition of the following language to the original language that appears in that Item:

> "The Franchise Agreement and Area Development Agreement contain covenants not to compete which extend beyond the termination of the franchise. These provisions may not be enforceable under California Law."

4. **Item 17**, the subheadings "Dispute resolution by arbitration or mediation" and "Choice of forum", is amended by the addition of the following language to the original language that appears in that Item:

> "The Franchise Agreement and Area Development Agreement, in all but specific matters, require binding arbitration. The arbitration will occur in the American Arbitration Association office nearest Maximized Living Health Centers, LLC's principal office, currently Orlando, Florida, with each party bearing its own costs. *Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.*"

5. **Item 17**, the subheadings "Choice of law", is amended by the addition of the following language to the original language that appears in that Item:

"The Franchise Agreement and Area Development Agreement require application of the laws of Florida. This provision may not be enforceable under California Law."

YOU MUST SIGN A GENERAL RELEASE IF YOU RENEW OR TRANSFER YOUR FRANCHISE. CALIFORNIA CORPORATIONS CODE SECTION 31512 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CORPORATIONS CODE SECTIONS 31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE SECTION 20010 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE SECTIONS 20000 THROUGH 20043).

SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

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

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

In registering this franchise, the California Department of Financial Protection and Innovation has not reviewed, and makes no statements concerning, the franchisor's compliance with state and federal licensing and regulatory requirements relating to the practice of medicine. You should consult with your attorney concerning these laws, regulations, and ordinances that may affect the operation of your business. If the California Medical Board, or any other agency overseeing the practice of medicine in this state, determines that the operation of the franchise fails to comply with state law, the franchisor may be required to cease operations of the franchised business in California. This may result in the termination of your franchise and loss of your investment.

OUR WEBSITE (www.MaxLiving.com) HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF CORPORATIONS. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.

MAXIMIZED LIVING HEALTH CENTERS, LLC
ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF ILLINOIS

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

Payment of Initial Franchise Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

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

Your rights upon termination and non-renewal of a Franchise Agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

The wide scope of health and human welfare laws may have a significant impact on the operations of a franchised business such as this one. While some laws and regulations address pre-opening qualifications, others impose ongoing compliance obligations. Some laws regulate the operation of the business, while others regulate, qualify, license and certify the individuals providing healthcare services and products. RETAIN AN EXPERIENCED FRANCHISE ATTORNEY to look out for your best interests.

MAXIMIZED LIVING HEALTH CENTERS, LLC
ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF MARYLAND

This Addendum to the Franchise Disclosure Document modifies and supersedes the Disclosure Document with respect to franchises offered or sold to either a resident of the State of Maryland or a non-resident who will be operating a franchise in the State of Maryland as follows:

1. **Item 17**, under the subheadings "Requirements for you to renew" and "Conditions for our approval of transfer" in the Franchise Agreement table, is modified by the addition of the following:

> "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."

2. **Item 17**, under the subheading "Termination by us with cause" in the Franchise Agreement table, is modified by the addition of the following:

> "Our right to terminate the Franchise Agreement for the reasons stated in Section 7.1(i) of the Franchise Agreement may not be enforceable under the U.S. Bankruptcy Code."

3. **Item 17** is modified by the addition of the following:

> "The choice of forum provision in Section 10.20 of the Franchise Agreement is subject to your right to bring an action under the Maryland Franchise Registration and Disclosure Law in Maryland.
>
> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise."

4. **Item 22** is amended to include the following:

> "The representations made by you in connection with this Disclosure Document, the Franchise Agreement and the Area Development Agreement are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."

The provisions of this Addendum only apply if the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, as applicable, are met independently without reference to this Addendum and to the extent they are then valid requirements of such laws.

MAXIMIZED LIVING HEALTH CENTERS, LLC
ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF MICHIGAN

Pursuant to the provisions of the Michigan Franchise Investment Law, MCL 445.1501, et. seq., Maximized Living Health Centers, LLC provides the following notices and disclosures to potential franchisees in 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 THE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU:

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

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

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

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

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

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

g. A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This provision 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 qualification or standards.

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

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

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

h. A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This provision 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 NOTICE THAT THIS OFFERING IS ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this Notice should be directed to the State of Michigan, Department of Attorney General, Consumer Protection Division, 670 Law Building, 525 West Ottawa Street, Lansing, MI 48913, telephone number (517) 373-7117.

MAXIMIZED LIVING HEALTH CENTERS, LLC
ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF MINNESOTA

This Addendum to the Franchise Disclosure Document modifies and supersedes the Disclosure Document with respect to franchises offered or sold to either a resident of the State of Minnesota or a non-resident who will be operating a franchise in the State of Minnesota as follows:

1. The **Cover Page** to the Disclosure Document is hereby amended by adding the following as an additional Risk Factor:

> "6. MINN. STAT. §80C.21 AND MINN. RULE 2860.4400J PROHIBIT US FROM REQUIRING ARBITRATION TO BE CONDUCTED OUTSIDE MINNESOTA. IN ADDITION, NOTHING IN THE DISCLOSURE DOCUMENT OR THE AGREEMENTS 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."

2. **Item 13** is modified by the addition of the following:

> "Maximized Living Health Centers, LLC will protect your right to use the Marks or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding your use of the Marks."

3. **Item 17** is modified by the addition of the following:

> "Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring arbitration to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or the Agreements 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.
>
> With respect to franchises governed by Minnesota law, Maximized Living Health Centers, LLC will comply with Minn.Stat.Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement."

4. No release or waiver that you enter into as described in **Item 17** shall relieve Maximized Living Health Centers, LLC from liability imposed by Minnesota Statutes 1973 Supplement, sections 80C.01 to 80C.22.

The provisions of this Addendum only apply if the jurisdictional requirements of Minnesota law, as applicable, are met independently without reference to this Addendum and to the extent they are then valid requirements of such laws.

MAXIMIZED LIVING HEALTH CENTERS, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF NEW YORK

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

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

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

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law;

fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

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

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

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

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

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

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

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

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

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

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

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum"**, and Item 17(w), titled "**Choice of law"**:

> The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

MAXIMIZED LIVING HEALTH CENTERS, LLC
ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF NORTH DAKOTA

This Addendum to the Franchise Disclosure Document modifies and supersedes the Disclosure Document with respect to franchises offered or sold to either a resident of the State of North Dakota or a non-resident who will be operating a franchise in the State of North Dakota as follows:

1. **Item 17** is modified by the addition of the following:

"The North Dakota Securities Commissioner has determined that requiring a franchisee to sign a general release upon renewal of a franchise agreement is unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law and may not be enforceable. To the extent that any provision of the Franchise Agreement or Area Development Agreement is interpreted to require that the franchisee sign a general release upon renewal of the Franchise Agreement or Area Development Agreement, such provision will be modified to the extent necessary to ensure that the provision is consistent with the Commissioner's determinations and the North Dakota Franchise Investment Law.

The North Dakota Securities Commissioner has determined that requiring a franchisee to consent to termination or liquidated damages is unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law and such requirements may not be enforceable. To the extent that any provision of the Franchise Agreement or Area Development Agreement is inconsistent with the Commissioner's determinations and the North Dakota Franchise Investment Law, such provision will be modified to the extent necessary to ensure that the provision is consistent with the Commissioner's determinations and the North Dakota Franchise Investment Law.

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota.

With respect to claims under the North Dakota Franchise Investment Law, arbitration of disputes under the Franchise Agreement or Area Development Agreement will take place at a location that is mutually agreeable to all parties.

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

The Franchise Agreement and Area Development Agreement will be governed by the North Dakota Franchise Investment Law."

The provisions of this Addendum only apply if the jurisdictional requirements of North Dakota law, as applicable, are met independently without reference to this Addendum and to the extent they are then valid requirements of such laws.

MAXIMIZED LIVING HEALTH CENTERS, LLC
ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
FOR THE 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 Maximized Living Health Centers, LLC for use in the Commonwealth of Virginia shall be amended as follows:

1. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Maximized Living Health Centers, LLC for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure. The following statements are added to Item 17.h.:

> "Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable."

2. The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owned by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

The provisions of this Addendum only apply if the jurisdictional requirements of Virginia law, as applicable, are met independently without reference to this Addendum and to the extent they are then valid requirements of such laws.

MAXIMIZED LIVING HEALTH CENTERS, LLC
ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF WASHINGTON

This Addendum to the Franchise Disclosure Document modifies and supersedes the Disclosure Document with respect to franchises offered or sold to either a resident of the State of Washington or a non-resident who will be operating a franchise in the State of Washington as follows:

Additional Disclosures. The following statements are added to Item 17:

RCW § 19.100.180 and court decisions may supersede the Franchise Agreement in your relationship with us, including in the areas of termination and renewal of your franchise.

In the event of a conflict between the Washington Franchise Investment Protection Act and the law chosen in the Franchise Agreement and Area Development Agreement, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW, will prevail.

A release or waiver of rights executed by a franchisee will not include rights under the Washington Franchise Investment Protection Act, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act, such as a right to a jury trial, may not be enforceable in Washington.

Transfer fees are collectable to the extent that they reflect our reasonable estimated or actual costs in effecting a transfer.

These provisions shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act are met independently without reference to this Addendum. The Addendum shall have no force or effect if such jurisdictional requirements are not met.

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, Utah, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

STATE	EFFECTIVE DATE
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

Some of the states listed above require that we give you additional disclosures. The additional required disclosures for these states are in **Exhibit I** to this Disclosure Document.

RECEIPT

This Franchise Disclosure Document ("FDD") summarizes certain provisions of the franchise agreement and other information in plain language. Read this Franchise Disclosure Document and all agreements carefully.

If Maximized Living Health Centers, LLC ("we" or "us") offers you a franchise, we must provide this FDD to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale or grant.

New York requires that we give you this FDD at the earlier of the first personal meeting, or 10 business days before you sign any binding franchise or other agreement or the payment of any consideration, whichever occurs first, in connection with the proposed sale. Iowa requires that we give you this FDD at the earlier of the first personal meeting, or 14 days before you sign any binding franchise or other agreement or the payment of any consideration, whichever occurs first, in connection with the proposed sale. Michigan requires that we give you this FDD at least 10 business days before you sign any binding franchise or other agreement or the payment of any consideration in connection with the proposed sale.

If we do not deliver this FDD on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit D.

The name, principal business address and telephone number of each franchise seller offering the franchise: Leslie Lopez, CPA, VP of Finance, located at 4700 Millenia Blvd. Ste 220, Orlando, Florida 32839, (321) 939-3060.

Issuance Date: March 31, 2022.

I, personally, and as a duly authorized officer of the prospective franchisee (if the franchisee is an Entity), hereby acknowledge receipt from Maximized Living Health Centers, LLC of the Franchise Disclosure Document (to which this Receipt is attached) dated March 31, 2022.

This Disclosure Document included the following exhibits A. Franchise Agreement and State-Required Addenda; B. Financial Statements; C. Operations Manual Table of Contents; D. State Administrators and Agent For Service of Process; E. Current Franchisees and Former Franchisees; F. Form of General Release; G. Form of Nondisclosure and Noncompetition Agreement; H. Financing Documents; I. Additional State-Required Disclosures.

_____
Signature (individually and as an officer)

_____ _____
Print Name Date Disclosure Document Received

TO BE RETAINED BY YOU

_____
Print Franchisee's Name (if an Entity)

_____
Phone Number

RECEIPT

This Franchise Disclosure Document ("FDD") summarizes certain provisions of the franchise agreement and other information in plain language. Read this Franchise Disclosure Document and all agreements carefully.

If Maximized Living Health Centers, LLC ("we" or "us") offers you a franchise, we must provide this FDD to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale or grant.

New York requires that we give you this FDD at the earlier of the first personal meeting, or 10 business days before you sign any binding franchise or other agreement or the payment of any consideration, whichever occurs first, in connection with the proposed sale. Iowa requires that we give you this FDD at the earlier of the first personal meeting, or 14 days before you sign any binding franchise or other agreement or the payment of any consideration, whichever occurs first, in connection with the proposed sale. Michigan requires that we give you this FDD at least 10 business days before you sign any binding franchise or other agreement or the payment of any consideration in connection with the proposed sale.

If we do not deliver this FDD on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit D.

The name, principal business address and telephone number of each franchise seller offering the franchise: Leslie Lopez, CPA, VP of Finance, located at 4700 Millenia Blvd. Ste 220, Orlando, Florida 32839, (321) 939-3060.

Issuance Date: March 31, 2022.

I, personally, and as a duly authorized officer of the prospective franchisee (if the franchisee is an Entity), hereby acknowledge receipt from Maximized Living Health Centers, LLC of the Franchise Disclosure Document (to which this Receipt is attached) dated March 31, 2022.

This Disclosure Document included the following exhibits A. Franchise Agreement and State-Required Addenda; B. Financial Statements; C. Operations Manual Table of Contents; D. State Administrators and Agent For Service of Process; E. Current Franchisees and Former Franchisees; F. Form of General Release; G. Form of Nondisclosure and Noncompetition Agreement; H. Financing Documents; I. Additional State-Required Disclosures.

_____
Signature (individually and as an officer)

_____ _____
Print Name Date Disclosure Document Received

_____
Print Franchisee's Name (if an Entity)

_____
Phone Number

TO BE RETURNED TO:

VP of Finance
Maximized Living Heath Centers, LLC
4700 Millenia Blvd, Ste 220
Orlando, FL 32839