FRANCHISE DISCLOSURE DOCUMENT

OPTIMIZE U HOLDING LLC
4625 Falconcrest Dr.
Paducah, Kentucky 42001
(270) 640-0124
www.optimizeucenters.com

The franchises offered are for optimization centers offering recovery modalities that include, but are not limited to, hormone optimization, whole body cryotherapy, infrared saunas, and compression therapy to the general public, under the trade name "Optimize U." If you sign a Franchise Agreement, you will pay an initial franchise fee of $50,000.00. If you sign a Development Agreement to develop a number of Optimize U franchises, the initial franchise fee for an Optimize U franchise will be $50,000 for the first store, $45,000 each for two stores, $40,000 each for three stores, and $35,000 each for 4 or more stores. The total investment necessary to begin operation of a single Optimize U franchise location ranges from $312,500.00 to $529,000.00. This includes $50,000.00 that must be paid to the franchisor.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or 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 to you. To discuss the availability of disclosures in different formats, contact Joshua Hudson at 4625 Falconcrest Dr., Paducah, KY 42001, (270) 640-0124, hudsonjw24@gmail.com.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-

FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them. See Exhibit N for state effective dates.

The issuance date of this Franchise Disclosure Document is: May 31, 2026.

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit K.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit A includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Optimize U 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 an Optimize U franchisee?	Item 20 or Exhibit K lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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. **<u>Out-of-State Dispute Resolution.</u>** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Kentucky. 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 Kentucky than in your own state.

2. **<u>Financial Condition.</u>** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

3. **<u>Short Operating History.</u>** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

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.

TABLE OF CONTENTS

ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this Disclosure Document, "we," "us," and "our" means the franchisor, Optimize U Holding LLC. "You" and "your" means the person who purchases an Optimize U Holding LLC franchise, as well as, in the case of a corporation, limited liability company, partnership or other legal entity, your shareholders, directors, officers, members, partners and owners, as applicable.

FRANCHISOR: We were organized under the laws of the State of Kentucky on August 10, 2020. Other than offering our franchises, we do not offer our optimization center services and products to the public. However, our affiliate, Revive Management, L.L.C., as well as one of our principals, Joshua Hudson, conducts business as a franchisee under the name Optimize U and offers substantially similar optimization center services and products to the public as those offered through our franchises.

We have been offering franchises under the name Optimize U since September 1, 2020. We offer optimization centers offering male hormone optimization, whole body cryotherapy, infrared saunas, and compression therapy to the general public. The franchised optimization centers will feature the trademark Optimize U (see Item 13). This principal mark and all other marks that may be designated by us in the future in writing for use with the franchise business are referred to in this Disclosure Document as the "Mark."

At the end of 2025, there were thirty-eight Optimize U locations in thirteen states. Our corporate headquarters is located at 4625 Falconcrest Dr., Paducah, KY 42001. Our agents for service of process are listed in Exhibit L.

AFFILIATES:

We own a 25% interest in OU South Central, LLC, which owns and operates Optimize U optimization centers in Brentwood, Tennessee and Franklin, Tennessee. We also own a 50% interest in OU Murray, LLC, which owns and operates an Optimize U optimization center in Murray, Kentucky. We also own a 25% interest in OU Owensboro LLC, which owns and operates an Optimize U optimization center in Owensboro, Kentucky. We also own a 25% interest in Optimize U Evansville LLC, which owns and operates an Optimize U optimization center in Evansville, Indiana. We also own a 25% interest in Optimize U Cincinnati, LLC, which owns and operates an Optimize U optimization center in Blue Ash, Ohio. We also own a 25% interest in Optimize U London, LLC, which owns and operates an Optimize U optimization center in London, Kentucky. We also own a 35% interest in Optimize U Memphis, LLC, which owns and operates Optimize U optimization centers in Germantown and Jackson, Tennessee. We also own a 50% interest in Optimize U Hopkinsville LLC, which owns and operates an Optimize U optimization center in Hopkinsville, Kentucky. We also own a 35% interest in Optimize U of Tampa Bay, LLC, which owns and operates three Optimize U optimization centers in Wesley Chapel and Saint Petersburg, Florida. Revive Management, L.L.C. is owned by our members, Joshua Hudson, Jerry Smith, and Brandon Strenge. Revive Management, L.L.C. owns and operates an Optimize U optimization center in Paducah, Kentucky. Revive

Management, L.L.C. also owns a 53% interest in an Optimize U optimization center in Lexington, Kentucky. Optimize U JV LLC is owned by our members, Joshua Hudson, Jerry Smith, and Brandon Strenge. Optimize U JV LLC owns and operates an Optimize U optimization center in Clarksville, Tennessee and owns a 50% interest in an additional Optimize U optimization center in Cape Girardeau, Missouri. OU Regan, LLC is owned by our members, Joshua Hudson, Jerry Smith, and Brandon Strenge. OU Regan, LLC performs exosome injections at Optimize U locations in Paducah, Kentucky; Clarksville, Tennessee; and Nashville, Tennessee. One of our members, Brandon Strenge, also owns a 75% interest in OU Longevity LLC, which provides telehealth services that are made available to franchisees. Other than what is described in this disclosure document, no other optimization centers or businesses carry our proprietary products or use our Marks. We have arranged to conduct all of our training of new franchisees at one of the Optimize U optimization centers owned and operated by Revive Management, L.L.C.

PREDECESSORS: We have no predecessor.

FRANCHISOR'S BUSINESS: We offer optimization centers offering recovery modalities that include, but are not limited to, hormone optimization, whole body cryotherapy, infrared saunas, and compression therapy to the general public, under the trade name Optimize U.

If you purchase a franchise from us, subject to the terms and conditions of the Franchise Agreement, you will be entitled to offer the identical products and retail services as we offer and our affiliate Revive Management, L.L.C. currently offers, utilizing the same trade names and marks, including Optimize U name. We only offer Optimize U franchises.

THE OPTIMIZE U FRANCHISE: The Optimize U franchise grants you the right to operate a branded optimization and wellness business using the Marks and System in accordance with the Franchise Agreement. Depending on applicable law in the jurisdiction in which the franchised business operates, certain products or services offered under the Optimize U brand may constitute medical or other licensed professional services and may only be offered through duly licensed persons and legally compliant entities.

The franchise is a license to use our brand, business system, and non-clinical operating standards. It is not a grant by us of authority to practice medicine or any other licensed profession, and it does not authorize you or any person affiliated with you to offer any product or service except in compliance with all applicable laws and licensing requirements.

Your competitors will include both franchised and non-franchised health centers. Direct competitors are other hormone optimization providers and cryotherapy centers, however other locations that offer similar services, such as day spas, gyms, and massage studios, may be secondary competitors.

We offer the Optimize U franchise to be operated as an independent business under our Marks. You will do business as a separate entity, but will be licensed to use the name Optimize U and you must operate in compliance with the Franchise Agreement.

Optimize U optimization centers are primarily located in suburban and urban areas of average income. An Optimize U optimization center is usually between 1,500 and 2,200 square feet, and located in storefronts or strip centers. We look to put Optimize U optimization centers in areas with high population density, on a street with high traffic and on a commuter route.

We expect to add one additional company-owned or affiliate-owned Optimize U optimization center during fiscal year 2026. We expect to add at least eight (8) new franchisees, of the type of franchises that are offered, during fiscal year 2026.

The franchises are established and operated under a comprehensive and unique system (the "System") that includes distinctive exterior and interior design, décor, color scheme, and furnishings; proprietary products, uniform standards, specifications, and procedures for operations; quality uniformity of products and services offered; procedures for inventory, management and financial control; training and assistance; and advertising and promotional programs; all of which may change, improve, and further develop in our discretion. Certain aspects of the system are more fully described in this Disclosure Document and the Manuals that are provided to you (described in Item 11).

We primarily offer the right to establish and operate a business under the mark, Optimize U, under the terms of a single unit franchise agreement (the "Franchise Agreement"). The Franchise Agreement that you must sign is attached as Exhibit B to this Disclosure Document. You may be an individual or legal entity that enters into the Franchise Agreement with us. By signing the Franchise Agreement, you agree to be bound by certain obligations in the Franchise Agreement, including covenants concerning confidentiality and non-competition, and to personally guarantee your performance under the Franchise Agreement (see Item 15).

You must also designate an "Operating Principal" who will be the main individual responsible for your business. If you are an individual, you will be the Operating Principal. If you are not an individual, the person you designate as your Operating Principal must maintain an equity interest in you. The Operating Principal must sign the Franchise Agreement as the Operating Principal and as one of your Controlling Principals (see Item 15). The Operating Principal must individually make certain covenants in the Franchise Agreement and must personally guarantee your performance under the Franchise Agreement and any applicable Development Agreement.

In certain limited circumstances, we will offer to you the right to enter into an area development agreement to develop more than one franchise within a specifically described geographic territory (the "Development Agreement"). We will determine the territory before you sign the Development Agreement and it will be included in the Development Agreement (the "Territory"). Under a Development Agreement, you must establish more than one Franchise within the Territory according to a development schedule, and to enter into a separate Franchise Agreement for each Franchise established under the Development Agreement. The Franchise Agreement for the first Franchise developed under the Development Agreement will be in the form attached as Exhibit B. For each additional Franchise developed under the Development Agreement, you must sign the form of Franchise Agreement that we are then offering to new franchisees. The size of the Territory will vary depending upon local market conditions and the number of Franchises to be developed. (See Item 12).

In certain limited circumstances, we will also offer you the right to enter into a satellite clinic agreement that allows you to open and operate a satellite clinic that is associated with a flagship franchise location (the "Satellite Clinic Agreement"). A satellite clinic is an extension of an existing franchise location and subject to the same standards and obligations as a standard franchise. A satellite clinic is a limited footprint Optimize U location that operates within or alongside an approved host business, provides core Optimize U services in a streamlined format, and operates under the direct ownership and management of an existing Optimize U franchise. Satellite clinics may only be operated within the established territory of the associated franchise or within 25 miles of a different existing Optimize U franchise if that franchisee has provided written consent. A franchisee that wishes to enter into a Satellite Clinic Agreement must present a proposal to us for approval that demonstrates the proposed clinic meets our standards and specifications. Approval of a satellite clinic is in our sole discretion. If approved, the franchisee must pay us a satellite development fee of $10,000 and pay royalties and marketing fund contributions on the revenue of the satellite clinic on the same terms as the flagship franchise location.

INDUSTRY-SPECIFIC REGULATIONS: There are federal, state, and local laws, rules, regulations, and ordinances that apply to the operation of an Optimize U business, including laws relating to privacy, labor, zoning, advertising, professional licensing, laboratory services, pharmacy-related activities, telehealth, physician supervision, fee-splitting, and the corporate practice of medicine and other healing arts.

If any products or services offered under the Optimize U brand constitute the practice of medicine, nursing, physician assistant practice, or any other licensed profession under applicable law, those services must be provided only through appropriately licensed persons and entities in compliance with applicable law. All diagnosis, treatment, prescribing, supervision of clinical personnel, chart review, patient assessment, interpretation of laboratory results, medical protocols used in patient care, and other patient-specific clinical decisions shall be made solely by the appropriately licensed treating professionals and the properly authorized medical entity, and not by us.

We do not own, operate, or control the practice of medicine or any other licensed profession by you, your medical entity, Medical Director, physicians, advanced practice providers, nurses, or other licensed professionals. We license a branded business system and provide non-clinical brand standards, operational guidance, educational resources, and administrative support as described in this Disclosure Document and the Franchise Agreement. Nothing in the Franchise Agreement, the Manuals, training materials, brand standards, operational guidance, educational materials, Optimize U treatment frameworks, or other communications from us is intended to direct, influence, or control patient-specific clinical judgment or the independent professional judgment of any licensed provider.

You are solely responsible for obtaining and maintaining all licenses, permits, registrations, approvals, certifications, and legal arrangements necessary to lawfully operate the business and to lawfully provide or arrange for any medical or medically related services offered at or through the franchised business. Your failure to establish and maintain a legally compliant ownership and operational structure, including compliance with any applicable corporate practice of medicine prohibitions, fee-splitting restrictions, telehealth rules, supervision requirements, and professional licensure laws, will constitute a default under the Franchise Agreement.

We recommend that you consult with experienced franchise counsel, healthcare regulatory counsel, tax advisors, and accountants before signing any agreement or commencing operations.

ITEM 2

BUSINESS EXPERIENCE

Member/CEO – Joshua Hudson

Mr. Hudson, one of our Members, has served as our CEO since our inception on August 10, 2020. Since its inception in December 2017, Mr. Hudson has also served as CEO of our affiliate, Revive Management, L.L.C., which owns and operates two Optimize U franchises and which owns a 50% interest in two additional Optimize U franchises. Mr. Hudson also owns and operates one Optimize U franchise. From 2015 to 2018, Mr. Hudson worked as a Clinical Specialist for Boston Scientific in Paducah, Kentucky.

Member/Chief Medical Officer – Jerry Smith

Mr. Smith, one of our Members, has served as one of our Chief Medical Officers since our inception on August 10, 2020. Since its inception in December 2017, Mr. Smith has also served as one of the Chief Medical Officers of our affiliate, Revive Management, L.L.C., which owns and operates two Optimize U franchises and which owns a 50% interest in two additional Optimize U franchises. From 2013 to 2018, Mr. Smith worked as a Certified Physician's Assistant for the Orthopedic Institute in Paducah, Kentucky.

Member/Chief Medical Officer – Brandon Strenge

Dr. Strenge, one of our Members, has served as one of our Chief Medical Officers since 2019. Since him joining in 2019, Dr. Strenge has also served as one of the Chief Medical Officers of our affiliate Revive Management, L.L.C., which owns and operates two Optimize U franchises and which owns a 50% interest in two additional Optimize U franchises. Dr. Strenge is also an orthopedic spine surgeon for the Orthopedic Institute in Paducah, Kentucky.

ITEM 3

LITIGATION

No litigation is required to be disclosed in this Disclosure Document.

ITEM 4

BANKRUPTCY

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

ITEM 5

INITIAL FEES

FRANCHISE AGREEMENT: The initial franchise fee for a single Optimize U franchise location is $50,000. You may elect to pay the initial franchise fee in full at the time that you sign the franchise agreement. Alternatively, you may elect to pay 50% of the initial franchise fee at the time you sign the franchise agreement, 25% within two months of the date you signed the franchise agreement, and the remaining 25% upon the opening of your franchise location. If you pay the entire $50,000 upon execution and terminate the agreement within two months, we will refund you $25,000 of the initial franchisee fee. If you pay the entire $50,000 upon execution and terminate the agreement more than two months after execution but before the opening of the franchise location, we will refund you $12,000 of the initial franchise fee. Additionally, where a license or permit from a governmental agency is required for you to operate the franchised business and the agency refuses to grant you a license after you have taken all required and reasonable steps to get the license, you will be entitled to a refund of 90% of the initial franchise fee, less travel expenses incurred by us. The typical amount of our travel expenses ranges from $1,000 to $1,800. Other than these limited circumstances, the initial franchise fee is non-refundable.

The initial franchise fee is part profit to us and is also used to pay some of the following expenses and costs to us: (1) your initial training; (2) guidance, assistance and advice provided by us for the franchised business; (3) plans and specification for your optimization center and specifications for equipment and supplies used in your optimization center; (4) preparation and distribution by us from time to time of operations manuals and other technical and policy bulletins and manuals; (5) enforcement and protection of our trade name, trademarks and service marks and confidential information associated with the franchise; (6) legal fees, and costs of compliance with federal, state and other laws; (7) selling, general and administrative expense, and salaries and benefits of our employees.

Initial Training Fee: We do not charge a training fee for the initial training of your Operating Principal. At your request, and if space is available, we will provide initial training to additional members of your personnel, and we may charge a reasonable fee for that initial training.

Site Evaluation Fee: We will provide you with our current written site selection guidelines and any other site selection counseling and assistance we think are advisable. Our guidelines for site selection may require that you conduct, at your expense, an evaluation of the demographics of the market area for the location (including the population and income level of residents in the market area), size and other physical attributes of the location, shopping mall, tenant mix, proximity to residential neighborhoods and other businesses that attract consumers and generate traffic. We may provide on-site evaluations of the proposed site. We will not provide an on-site evaluation for any proposed site before receiving from you the materials you must submit to us as described above. After that, if we think an on-site evaluation of your proposed site is necessary because the proposed site does not meet our guidelines, or if you reasonably request that we provide you with an on-site evaluation, we will then provide an on-site evaluation. We do not charge a fee for our first on-site evaluations. However, if we determine that a third or more on-site evaluations are necessary, or you reasonably request additional on-site evaluations, you must pay us a $300 fee for each additional evaluation and must reimburse us for all of our reasonable expenses (such as the cost of travel, lodging, meals, and wages) incurred performing the evaluation. The site evaluation fee and reimbursed expenses must be paid within 15 days after we bill you. This fee is charged uniformly to all franchisees under this offering, although the actual dollar amounts paid may vary depending on the number of site evaluations and the expenses we incur performing the services. Site evaluation fees and expenses are nonrefundable.

Development Agreement: We may grant you the option to purchase the exclusive right (the "Option") to open franchises in a specific geographic area ("Exclusive Option Area"), by payment of a reduced initial franchise fee that varies depending on the number of franchises to be opened. Under a Development Agreement, the initial franchise fee will be $45,000 each for two stores, $40,000 each for three stores, and $35,000 each for 4 or more stores. The Exclusive Option Area will be based on general market factors, demographic information and the number of competitive businesses in the area and is payable upon the execution of the Development Agreement. The size of the Exclusive Option Area will depend on the number of franchises you want to develop. The Exclusive Option Area can encompass several miles, the boundaries of a city, an entire state, or a region of the country. On payment of the non-refundable (except as noted below) development fee and subject to the terms of the Development Agreement, we will agree not to open any company-owned or franchised stores in the Exclusive Option Area during the option period noted in the Development Agreement.

Except for the following, the franchise fee for an Optimize U franchise is the same for all franchisees under this offering. We have entered into franchise arrangements for one or multiple franchises with individuals associated with the franchisor under economic terms that differ from those that you are being offered. In the last year, the range of initial franchisee fees paid is $0 to $50,000.

ITEM 6

OTHER FEES

NAME OF FEE	AMOUNT	DUE DATE	REMARKS
Royalty	13% of the total Gross Profit (1)	Monthly on the 15th day of each month that the franchise agreement is in effect.	Gross Profit means Gross Revenue from the franchised business minus only those categories of cost of goods sold expressly permitted to be deducted under the Franchise Agreement. Amounts due will be withdrawn by EFT from your designated bank account (2).
Marketing Fund Contribution	2% of the total Gross Profit (1)	Monthly on the 15th day of each month that the franchise agreement is in effect.	Contribution to the Brand Marketing Fund for systemwide advertising, brand development, creative production, digital marketing, public relations, campaign development, promotional materials, vendor costs, agency fees, and reasonable administration of the Fund as described in Item 11. Gross Profit for purposes of this contribution shall be calculated in the same manner used for the royalty fee unless otherwise expressly stated in the Franchise Agreement. Amounts due may be withdrawn by EFT from your designated bank account.
Initial Local Advertising	$1,500 (three monthly payments of $500)	Monthly on the 15th day following each of the first three months after the franchise location opens.	Initial local advertising expenditure required during the first three months of operation in addition to the Brand Marketing Fund contribution. Funds must be used for local launch and opening-period advertising, promotions, and related marketing activities in accordance with Franchisor's brand standards and approval requirements.
Transfer Fee	$10,000	At the time of sale, assignment or transfer.	Sale, transfer, or assignment is subject to our approval. The prospective franchisee must be acceptable to us. No fee is charged if the franchise is transferred to an entity controlled by us.
Interest	12% or highest rate allowed by applicable law.	On demand.	Interest may be charged on all overdue amounts.
Renewal Fee	$0	N/A	No renewal fee is charged. As a condition of renewal, you must execute our then-current form of Franchise Agreement and satisfy all renewal conditions set forth therein.

NAME OF FEE	AMOUNT	DUE DATE	REMARKS
Additional or Remedial Training	Our cost in providing the additional assistance generally charged as a per diem fee, which is currently $300.	When billed.	We reserve the right to charge a fee for additional or remedial training that is not mandatory.
Periodic Training at Franchisee's request	Your cost of travel, room and board.	When billed.	Not more frequently than one time a year.
Additional Assistance	Our cost in providing the additional assistance generally charged as a per diem fee, which is currently $300.	When billed.	Any additional assistance is charged at the current per diem rate plus travel expenses.
Audit Costs	Cost of audit.	When billed.	If an audit or inspection reveals that you have understated Gross Revenue, overstated deductible cost of goods sold, or otherwise underpaid any amount due to us by more than 1%, you shall immediately pay the deficiency, interest, and all reasonable audit costs and expenses incurred by us. We shall have the right to review invoices, pharmacy bills, laboratory bills, supplier records, and other supporting documentation relating to all deductions used in the calculation of Gross Profit.
Late Payment or Reporting Fee	$50 per day	Daily.	If you fail to pay royalties when due, or fail to submit royalty reports as required, we may charge you $50 per day until the payment or report is received.
Public Offering	Our reasonable costs and expenses.	When billed.	This covers our cost to review the proposed offering of your securities.
Site Evaluation	No charge for 1st and 2nd visits; each additional visit $300 per visit, plus expenses.	When billed.	See Items 5 and 11.
Indemnification	Varies according to loss.	On demand.	You must indemnify us when certain of your actions result in loss to us under the Agreement (see Item 9).
Manual Replacement Fee if a physical manual has been provided.	$1,000	When billed.	If you request additional or replacement copies of our manuals.

NAME OF FEE	AMOUNT	DUE DATE	REMARKS
Attorney Fees and other Costs	Depending on circumstances, will vary.	As incurred.	

Footnotes:

* All fees are charged by and payable to us. All fees are nonrefundable. Except as described in this chart, we impose all fees and expenses listed and you must pay them to us. Any payment made by you to us that is late or overdue shall bear interest at the rate of 12% per annum per month, from the due date until payment is made, or the maximum allowable rate allowed by law, if less than 12% per annum per month. The highest interest rate allowed by law in California is 10% annually.

(1) "Gross Revenue" means all revenue, receipts, income, fees, and other consideration derived from or attributable to the franchised business or use of the Marks or System, whether from the sale of products, services, memberships, packages, recurring charges, consultations, assessments, retail sales, wellness services, recovery services, administrative fees, or other authorized business activities, whether received at or away from the franchised location, and whether collected directly or indirectly, but excluding only: (a) sales, use, or similar taxes collected from customers and timely remitted to the appropriate taxing authority; and (b) bona fide customer refunds or credits actually issued.

"Gross Profit" means Gross Revenue minus only the following documented, direct cost-of-goods-sold categories actually incurred in connection with authorized products and services of the franchised business: (i) laboratory costs billed by third-party laboratories; (ii) pharmacy acquisition costs for medications dispensed or provided through the franchised business; (iii) acquisition cost of supplements, nutraceuticals, or other retail products sold to customers; and (iv) therapy disposables, meaning single-use, per-treatment consumable supplies directly consumed in the delivery of authorized services, including without limitation IV bags, IV tubing, IV administration sets, needles, syringes, sterile gloves, alcohol wipes, disinfectant supplies used on a per-treatment basis and reasonably allocable to specific service delivery, ozone-specific consumable components, exosome product doses, and similar single-use treatment supplies approved by Franchisor for inclusion within the System.

Gross Profit shall not be reduced by payroll, provider compensation, rent, occupancy expense, utilities, administrative labor, marketing expense, merchant processing fees, software fees, bad debt, chargebacks except to the extent refunded to the customer, legal fees, accounting fees, management fees, depreciation, amortization, franchise fees, licensing costs, maintenance costs, service contracts, repairs, leasing costs, training costs, insurance, financing costs, or any other operating expense not expressly listed above.

For the avoidance of doubt, Gross Profit shall not be reduced by the cost of any equipment, device, machinery, furniture, fixture, capital asset, or quasi-capital asset used in the business, including without limitation EBOO machines, ozone generators, shockwave devices, infrared sauna equipment, red light devices, cryotherapy equipment, IV pumps, DEXA-related equipment, diagnostic equipment, EMR systems, computers, tablets, telehealth hardware, maintenance agreements for such equipment, replacement parts, or similar items. Consumables that are bundled with, used in connection with, or incidental to equipment-based services shall not be deductible **except for consumables expressly listed in clause (iv) above**.

All deductions from Gross Revenue in arriving at Gross Profit must be supported by contemporaneous invoices, purchase records, and such additional documentation as Franchisor may reasonably require. Franchisor shall have the right to inspect supporting records for all claimed deductions. No amount paid to any related party of Franchisee in excess of fair market value shall be deductible in calculating Gross Profit.

(2) The royalty fee and brand marketing fee may be withdrawn from your designated bank account by electronic fund transfer ("EFT") monthly based on Gross Profit from the preceding accounting period, unless we require otherwise. You must maintain sufficient funds in the designated bank account to pay royalty fee contributions.

ITEM 7

ESTIMATED INITIAL INVESTMENT

EXPENDITURE	ACTUAL OR ESTIMATED AMOUNT LOW	ACTUAL OR ESTIMATED AMOUNT HIGH	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee (1)*	$50,000	$50,000	Lump Sum	At signing of franchise agreement, or 50% at time of signing, 25% within 2 months of signing, and 25% upon the opening of your franchise.	Us.
Leasehold Improvements (2)	$5,000	$100,000	As incurred.	Before Opening.	Contractors, suppliers, utilities, etc.
Equipment, Furniture & Fixtures (3)	$140,000	$200,000	As incurred.	Before Opening.	Contractors, suppliers, utilities, etc.
Construction Site Manager	$1,000	$5,000	As incurred.	As incurred.	Construction Site Manager
Working Capital (4)	$75,000	$95,000	As incurred.	As incurred.	As needed for business purposes.
Travel Lodging and Meals for Initial Training (5)	$1,000	$4,000	As incurred.	During training	Supplier
Grand Opening	$2,000	$4,000	As incurred	As incurred	Supplier
Insurance Deposits and Premiums for First Year (6)	$15,000	$20,000	As invoiced.	As arranged.	Insurance Company
Initial Inventory (7)	$500	$1,000	As incurred.	As arranged.	Suppliers
Business Supplies (8)	$500	$5,000	As invoiced.	As incurred.	Suppliers.
Business Licenses and Permits for	$300	$1,000	As incurred.	Before Opening.	Local and State Government.

EXPENDITURE	ACTUAL OR ESTIMATED AMOUNT LOW	ACTUAL OR ESTIMATED AMOUNT HIGH	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
First Year (9)					
Misc. Business Start-up Expenses (10)	$20,000	$40,000	As incurred.	As incurred.	As needed for business purposes.
Signage (11)	$2,200	$4,000	As incurred.	As arranged.	Supplier.
Total	$312,500	$529,000			

Footnotes:

*Except as described herein, none of the payments made to us are refundable. Amounts paid to third parties may or may not be refundable depending on their respective refund policies.

(1) If you pay the entire $50,000 at signing, but terminate the agreement within two months of signing, we will refund you $25,000 of the initial franchise fee. If you pay the entire $50,000 at signing, but terminate the agreement after two months of signing but before opening your franchise location, we will refund you $12,000 of the initial franchise fee. We will not refund any amount of your initial franchise fee after you open your franchise location. Additionally, where a license or permit from a governmental agency is required for you to operate the franchised business and the agency refuses to grant you a license after you have taken all required and reasonable steps to get the license, you will be entitled to a refund of 90% of the initial franchise fee, less travel expenses incurred by us. The typical amount of our travel expenses ranges from $1,000 to $1,800. Other than the limited circumstances described above, this fee is otherwise not refundable. Also see Item 5 for reduced fees under a Development Agreement. If you sign a Development Agreement, the initial franchise fee will be $45,000 each for two stores, $40,000 each for three stores, and $35,000 each for 4 or more stores..

(2) You are responsible to prepare your location to be suitable as an Optimize U location. You must either purchase or lease your location. An acceptable location would be, depending upon layout, between 1,500 and 2,200 useable square feet and will rent for between approximately $1,900 and $4,300 per month, depending upon location and condition. These rates are for a retail space in a city. Rental rates may be similar or less in suburban centers or in non-center locations. If you purchase your location, the costs will be significantly higher. The cost of leasehold improvements will vary depending on (i) the size and configuration of the premises; (ii) pre-construction costs (e.g. demolition of existing walls and removal of existing improvements and fixtures); (iii) cost of materials and labor which may vary based on geography and location; and (iv) whether you operate in an urban or suburban location (free-standing, strip center, downtown location, etc.). You must adapt our prototypical plans and specifications for the construction and finish-out of your optimization center. These amounts include an estimate of your costs in getting any necessary architectural and design services. These figures are our best estimate based on construction/finish-out rates and conditions for most locations that we or our affiliates operate optimization centers. Those amounts may vary substantially based on local conditions, including the availability and prices of labor and materials. These costs may also vary depending on whether certain of these costs will be incurred by the landlord and allocated over the term of the lease.

(3) You must purchase certain equipment meeting our specifications to be used in the Franchise. We have established relationships with equipment vendors for certain equipment used in the Franchise that meets our specifications. We may require you to purchase from these vendors.

(4) This category represents additional funds set aside to pay business expenses until the business is

capable of paying all expenses. This covers approximately 3 months' lease payments; promotional expenditure and advertising; five months' payroll for staff; utilities and telephone service and other costs. This is only an estimate of what you may need. Typically, a franchise will maintain working capital for several months of expenses. Based on your operations, you may wish to increase or decrease this amount. Your actual expenses will depend on your management skill, experience, and business acumen; local economic conditions; the local market for your services; the prevailing wage rate; competition; and the sales level reached during the start-up phase. The figures also include the first month's rent and assume that the optimization center will be between 1,500 and 2,200 square feet. The figures assume a base annual rental rate of approximately $12-24 per square foot for a retail space in a strip center in a city. Rental rates may be similar or less in suburban centers or in non-center locations. Landlords may also vary the base rental rate and charge rent based on a percentage of gross revenue. In addition to base rent, the lease may require you to pay the common area maintenance charges of the center as well as your pro rata share of the real estate taxes and insurance for the center. The actual amount you pay under the lease will vary depending on the size of the optimization center, the types of charges that are allocated to tenants under the lease, your ability to negotiate with landlords, and the prevailing rental rates in the geographic region.

(5) We provide initial training to your Operating Principal at no additional charge (included in the initial franchise fee). These estimates include only your out-of-pocket costs associated with your training (including travel, room and board, and wages). These amounts do not include any fees or expenses for training other personnel. Training is for 9 days. These costs will vary depending on your selection of lodging and dining facilities and mode and distance of transportation.

(6) These figures are estimates of the cost of the annual premiums for the insurance you must get and maintain for the franchised business as described in Item 8.

(7) These amounts represent your initial inventory of supplies used in providing therapeutic services to customers in the first month of operating the franchise business.

(8) You must have printed various supplies including business cards, customer forms, and other written materials for use in the franchise business. You will typically purchase amounts that may last as long as 6 months.

(9) These are estimates of the costs for getting local permits, business licenses and state licenses for conducting your specific type of business. These permits and licenses typically remain in effect for one year. These figures do not include occupancy and construction permits.

(10) These amounts are our estimate of the amount needed to cover your expenses for the start-up phase of your business (up to the opening of your franchise), including professional fees in connection with getting and establishing the franchise business (such as legal and accounting). These estimates are based on the experiences of current franchisees and our affiliates in opening optimization centers. These figures are estimates and we cannot assure you that you will not have additional expenses starting the business. These amounts do not include any estimate for debt service.

(11) These amounts represent your cost for exterior, interior, and window signs. Each location has different restrictions on exterior and interior signage that may affect your costs.

ESTIMATED INITIAL INVESTMENT FOR OPTIONAL SERVICE EXPANSION

EXPENDITURE	ACTUAL OR ESTIMATED AMOUNT LOW	ACTUAL OR ESTIMATED AMOUNT HIGH	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
EBOO (Extracorporeal Blood Ozone Oxygenation)	$20,000	$39,000	As incurred	As incurred.	Contractors, suppliers, utilities, etc.

EXPENDITURE	ACTUAL OR ESTIMATED AMOUNT LOW	ACTUAL OR ESTIMATED AMOUNT HIGH	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Ozone IV / MAH Therapy	$5,000	$11,000	As incurred.	As incurred.	Contractors, suppliers, utilities, etc.
Exosome IV Therapy	$3,000	$10,000	As incurred.	As incurred.	Contractors, suppliers, utilities, etc.
Therapeutic Plasma Exchange (TPE)	$28,000	$66,000	As incurred.	As incurred.	Contractors, suppliers, utilities, etc.
StemWave / ED Shockwave Therapy	$18,500	$32,000	As incurred.	As incurred.	Contractors, suppliers, utilities, etc.
Total	$74,500	$158,000			

Footnotes:

* The above table reflects estimated additional investment ranges for optional service lines that you may elect to add to your franchised business after opening. These service lines are not required as part of the standard Optimize U franchise offering and are not included in the estimated initial investment range above. The decision to offer any of the above services is made solely by you and your affiliated medical entity based on applicable law, clinical appropriateness, market demand, and your independent business judgment. Our approval of a service category for inclusion within the System does not obligate you to offer it.

The cost estimates in this table are based on our general knowledge of current vendor pricing as of the issuance date. These estimates do not include costs for additional provider training, state licensing or regulatory compliance review, additional insurance coverage, or legal fees associated with adding a new service line.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must purchase or lease and install all fixtures, furnishings, equipment, decor items, signs and related items we require, all of which must conform to the standards and specifications in our Manuals (as defined in Item 11) or in any other written format. You may not install or permit to be installed on the premises any fixtures, furnishings, equipment, decor items, signs, games, vending machines or other items not approved by us.

A licensed architect must be used to design the build out of the franchised location. The design of the franchise location must conform to our design standards exactly and may not be changed without our written permission.

To maintain the quality, consistency, customer experience, and brand standards of the System, you must operate the franchised business in conformity with the non-clinical methods, standards, specifications, and procedures set forth in the Manuals and other written standards that we issue from time to time. These standards may include requirements relating to branding, customer service, approved vendors, merchandising, cleanliness, appearance, signage, approved technology integrations, reporting, training completion, administrative processes, and other non-clinical aspects of operating the franchised business.

Notwithstanding the foregoing, the Manuals and other written standards are not intended to regulate, direct, or control the independent professional judgment of any licensed provider, the ownership or governance of any medical entity, the practice of medicine or other licensed profession, or patient-specific clinical decision-making. Any clinical, medical, or professional guidance made available by us, including Optimize U treatment frameworks, is provided solely as educational or informational material and must be independently reviewed and adopted, modified, or rejected by your properly authorized medical entity and licensed professionals in compliance with applicable law.

Except for proprietary products and promotional materials provided by us or our designated suppliers, you must obtain all products, supplies, materials, fixtures, furnishings, equipment, and other products used or offered for sale at the franchise premises solely from suppliers, including manufacturers, wholesalers and distributors who have been pre-approved by us. Neither we nor our affiliates are the required supplier of any goods or services you must use in the operation of your franchised business. We estimate that these purchases and leases will be approximately 45% to 60% of your costs to establish and operate the franchised business. If you desire approval of other suppliers, you must get our written consent, which may be revoked at any time by us if we determine that the supplier no longer meets our standards. The supplier must demonstrate, to our continuing reasonable satisfaction, the ability to meet our then-current standards or in accordance our standards and specifications. Our criteria for supplier approval may be found in the Operation Manual. Among other things, the suppliers must have adequate quality controls and the capacity to supply your needs promptly and reliably. If you wish to purchase, lease or use any products or other items from an unapproved supplier, you must submit a written request for approval, or must request the supplier to do so. We have to approve any supplier in writing before you make any purchases from that supplier. Our supplier approval procedure does not obligate us to approve any particular supplier. There are no fees associated with getting supplier approvals from us.

We do not derive any monetary consideration from agreements that you enter into with any third parties.

You may market, advertise, promote, and offer under the Marks only those categories of products and services that are approved by us for the System from time to time; provided, however, that no medical, clinical, diagnostic, prescribing, treatment, or other licensed professional service may be offered under the Marks unless and until you and your medical entity, Medical Director, and licensed providers independently determine that such service may lawfully be offered at the franchised business and that such service is clinically appropriate to be offered in accordance with applicable law and professional standards.

Our approval of a product or service category for inclusion within the System means only that the category is approved from a brand, business model, and system standard perspective.

If you or your affiliated medical entity lawfully provides any medical or licensed professional service that is not approved by us for inclusion within the System, you shall not market, advertise, promote, hold out, or present such service under the Marks, as an Optimize U service, or as part of the Optimize U branded offering without our prior written approval.

We have and may continue to develop for use in the System certain products that bear the Marks. Because of the importance of quality and uniformity of production and the significance of those products in the System, it is to your and our benefit that we closely control the production and distribution of those products. Accordingly, if those products become a part of the System whether or not these products are proprietary, you will use only products manufactured by or on behalf of us and will purchase those items solely from us or from a source designated by us. We may require you to purchase branded merchandise from us for sale in your franchise location.

All advertising and promotional materials, signs, decorations, paper goods and other items we designate must bear the Marks (see Item 13) in the form, color, location and manner we prescribe. In addition, all your advertising and promotion in any medium must be conducted in a dignified manner and must conform to the standards and requirements in the Manuals or other written materials. You must submit to us for approval samples of all advertising and promotional plans and materials and public relations programs that you desire to use, including any materials in digital, electronic or computerized form, or in any form of media now existing or that may be developed in the future, that we have not either provided or previously approved. You also must participate in all advertising and promotional campaigns according to the terms and conditions we establish for these campaigns. We will approve or disapprove your proposed advertising plans and materials within 15 business days after receipt of these plans and materials.

You must get our consent to the site for the franchise before you acquire the site. You must also get our consent to any contract of sale or lease for the franchise before you sign the contract or lease. We will not consent to any lease unless you sign a collateral assignment of lease in substantially the form attached as Attachment B to the Franchise Agreement.

Before you open the franchise for business, you must get the insurance coverage for the franchise specified in the Franchise Agreement and the Manual, including comprehensive general liability insurance, worker’s compensation insurance, employee liability insurance and business interruption insurance. Also, related to any construction, renovation or remodeling of the franchise, you must maintain builder's risks insurance and performance and completion bonds. You must get the policies from an insurance company we approve. The policies must include, at a minimum, the insurance coverage and policy limits we specify. We may change the coverage requirements and the amounts, in our discretion, and will advise you of the changes in the Manuals or in writing. You may, after getting our written consent, elect to have reasonable deductibles under certain of the coverages.

We may negotiate purchase arrangements, including price terms, with designated and approved suppliers on behalf of the System. As of the date of this Disclosure Document, there are no purchasing or distribution cooperatives for any of the items described above in which we require you to participate.

We may receive discounts on purchases of equipment or products from approved suppliers, which discounts are also made available to you if you purchase through these suppliers.

We do not anticipate receiving rebates from our designated or approved suppliers. Instead, we attempt to negotiate reductions in the invoice price of the products sold to us and our franchisees. We do not undertake any obligation to negotiate price reductions as each supplier has their own position on the granting (and tracking/accounting for) of price reductions. We did not receive any rebates in our most prior fiscal year and we do not expect to receive any rebates in our current or upcoming fiscal years.

When determining whether to grant new or additional franchises, we consider many factors, including compliance with the foregoing requirements.

ITEM 9

FRANCHISEE'S OBLIGATIONS

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

(The Franchise Agreement is abbreviated in this table as "FA")
(The Development Agreement is abbreviated in this table as "DA")

Obligation	Section in the Franchise Agreement and Development Agreement	Item in Disclosure Document
a. Site Selection and acquisition/lease	Article 2.2 of FA and Articles I, III, and X of DA	Items 8 and 11
b. Pre-opening purchases/leases	Articles 2.1, 2.2, 4.1, and 7.4 of FA	Items 5, 6, 7, 8 and 11
c. Site development and other pre-opening requirements	Article 2 of FA and Articles I, III, and X of DA	Items l, 8 and 11
d. Initial and ongoing training	Article 6.5 of FA and Articles VI, and IX of DA	Items 5, 6 and 11
e. Opening	Article 2.6 of FA and Article II of DA	Items 7 and 11
f. Fees	Articles 4, 8.2, and 10.1 of FA and Articles II, III, and VIII of DA	Items 5 and 6
g. Compliance with standards and policies/operating manual	Articles 2.4, 5.1, 6.5, 7, 8.4, and 10.1 of FA and Articles IV, VI, and VIII of DA	Items 11 and 14
h. Trademarks and proprietary information	Articles 9 and 10, and Attachment C of FA and Attachment B to DA	Items 11, 13 and 14
i. Restrictions on products/services offered	Article 7 of FA	Items 8 and 16

Obligation	Section in the Franchise Agreement and Development Agreement	Item in Disclosure Document
j. Warranty and customer service requirements	Article 7 of FA	Item 8
k. Territorial development and sales quotas	Articles 1.3 and 1.4 of FA and Article III of DA	Item 12
l. Ongoing product/service purchases	Article 7 of FA	Items 6 and 8
m. Maintenance, appearance and remodeling requirements	Articles 3.2, 7.2, 7.3, and 7.5 of FA	Items 8 and 11
n. Insurance	Article 12 of FA	Items 7 and 8
o. Advertising	Article 8 of FA	Items 6, 8 and 11
p. Indemnification	Article 15 of FA and Article X of DA	Item 6
q. Owner's participation/management/staffing	Articles 6.3 and 6.4 of FA and Article VI of DA	Items 1, 11, and 15
r. Records and reports	Articles 4.2, 7.5, and 11 of FA	Item 6
s. Inspections and audits	Articles 7.5, 9.3, and 11.3 of FA	Items 6, 8, and 11
t. Transfer	Article 14 of FA and Article VIII of DA	Items 6 and 17
u. Renewal	Article 3.2 of FA and Article III of DA	Items 6 and 17
v. Post-termination obligations	Article 17 of FA and Article VII of DA	Items 6 and 17
w. Non-competition covenants	Articles 10.3 and 17.8, and Attachment C of FA and Article IX and Attachment B of DA	Item 17
x. Dispute resolution	Articles 18.8-18.14 of FA and Article XI of DA	Item 17

ITEM 10

FINANCING

We do not offer direct or indirect financing, nor do we guarantee your lease or other obligations.

ITEM 11

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

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

<u>Pre-Opening Obligations:</u> Before the opening of a Franchise we will provide the following assistance and services:

1. Our written site selection guidelines and the site selection assistance we deem advisable. (Franchise Agreement, Section 5.1(a)). We will designate your franchise area. (Franchise Agreement, Section 1.3; Development Agreement, Section 1.1).

2. On-site evaluations as we deem necessary or in response to your reasonable request for site approval. (Franchise Agreement, Section 5.1(b); Development Agreement, Section 1.3). Once we receive the required information on a possible site from you, we have 30 days to consent to the location. You may not open a franchise in a location that we have not consented to. Your franchise location will be purchased or leased by you from independent third parties.

3. On loan, one set of prototypical design plans and specifications for a Franchise for adaptation by you, at your expense. (Franchise Agreement, Section 5.1(c)).

4. On loan, one Confidential Operations Manual and such other manuals and written materials as we shall have developed for use in the franchised business. (Franchise Agreement, Section 5.1(d)).

5. A list of required equipment, inventory and supplies and a list of our approved suppliers. (Franchise Agreement, Section 5.1(i)).

6. An initial training program for you or your operating principal. This training is provided without additional charge; however, you will be responsible for payment of travel and living expenses during the training. We have the right to charge a reasonable fee for optional training of any additional managers or Franchise personnel. (See Item 6). (Franchise Agreement, Section 5.1(j)).

7. Two to three days of on-site pre-opening assistance at the Franchise location. (Franchise Agreement, Sections 5.1(k) and 6.5(d)).

8. Samples of camera-ready artwork of certain advertising and promotional materials and information we may develop for use in the pre-opening promotion of the Franchise. (Franchise Agreement, Section 5.1(f)).

We provide all of the assistance listed above to your franchise. We are not required to provide any other service or assistance to you before the opening of your Franchise.

Post-Opening Obligations: We must provide the following services and assistance after the opening of the Franchise:

1. As we reasonably determine necessary, visits to, and evaluations of, the Franchise and the products and services provided there to ensure that the high standards of quality, appearance and service of the System are maintained. (Franchise Agreement, Section 5.1(e)).

2. Samples of camera ready artwork of certain advertising and promotional materials we may develop for in-store marketing and Local Advertising for the Franchise. (Franchise Agreement, Section 5.1(f)).

3. Advice and written materials (including updates to the online Manuals) concerning techniques of managing and operating the Franchise, including new developments and improvements in equipment. (Franchise Agreement, Section 5.1(g)).

4. Certain merchandise, including promotional products, for use in the Franchise and for resale to your customers, in quantities sufficient to meet your customer demand, at a reasonable cost may be made available to franchisees in the System. We also, at our option, may make available to you certain other equipment, inventory and decor items at a reasonable cost. (Franchise Agreement, Section 5.1(h)).

5. On-site post-opening assistance at the Franchise as we find appropriate. (Franchise Agreement, Sections 5.1(k) and 6.5(d)).

6. Training programs and other related activities regarding the operating of the Franchise as we may conduct for you, or Franchise personnel generally, which you and other Franchise personnel may attend. (Franchise Agreement, Section 6.5(c)).

7. Certain optional on-site remedial training for your Franchise personnel when you reasonably request it or as we find appropriate. If the remedial training is requested by you, we may require you to pay the per diem of our employee(s) providing the training and our expenses in providing the training (see Item 6). (Franchise Agreement, Section 6.5(e)).

8. Administration of the advertising fund, if established. (Franchise Agreement, Section 8.2).

9. Indemnification against and reimbursement for all damages for which you are held liable in any proceeding arising out of your use of the Marks (including settlement amounts), provided that you and your Controlling Principals have fully complied with the terms of the Franchise Agreement. (Franchise Agreement, Section 9.4).

10. If you or your manager are absent, incapacitated, fail to maintain required licenses, or experience operational circumstances that, in our reasonable judgment, creates an immediate risk to the Marks, public safety, customer communications, preservation of business records, or orderly continuation or wind-down of non-clinical business operations, we may, but shall not be obligated to, take temporary protective action with respect to the non-clinical operations of the franchised business. Such protective action may include customer communications, protection of the Marks, preservation of business records, securing the premises, coordination regarding refunds or membership administration, and similar non-clinical measures reasonably necessary to protect the System. We shall have no right to practice medicine, direct patient care, supervise licensed professionals in their clinical capacity, prescribe, diagnose, determine treatment, interpret laboratory results for patient care, or otherwise exercise control over the independent professional judgment of any licensed provider or medical entity. Any clinical operations must be handled exclusively by appropriately licensed persons and legally authorized entities. (Franchise Agreement, Section 7.7).

We provide all of the assistance listed above to your franchise. We are not required to provide any other service or assistance to you for the continuing operation of your Franchise.

Computer Software and Equipment:

You must maintain computer hardware, internet connectivity, cybersecurity protections, and business technology systems sufficient to operate the franchised business in accordance with our non-clinical brand and reporting standards. We may designate or approve certain technology platforms, integrations, cybersecurity requirements, reporting tools, payment systems, communication platforms, CRM systems, scheduling tools, and other non-clinical business systems to support brand consistency, interoperability, data security, customer experience, and system reporting.

If the franchised business uses any electronic medical record, telehealth, e-prescribing, laboratory integration, patient charting, clinical communications, or other clinical technology systems, you and your medical entity shall be solely responsible for selecting, implementing, licensing, configuring, maintaining, and lawfully using such systems, except to the extent you voluntarily elect to use an approved system that also satisfies our non-clinical interoperability requirements. Any approval or designation by us of a technology platform shall be deemed solely a business-system approval and shall not be construed as control by us over patient care, charting, prescribing, supervision, telehealth, or the practice of any licensed profession.

You are solely responsible for ensuring that all technology systems used in connection with the franchised business comply with applicable privacy, security, recordkeeping, telehealth, professional practice, and healthcare regulatory requirements.

Advertising:

At your sole cost and expense, you must conduct a grand opening promotional program for your optimization center commencing within the first month of operation and you must spend a minimum of $2,000 on the grand opening, which includes a marketing and advertising campaign, as well as an on-site event, unless we agree to a lesser amount. No amount you pay for the grand opening program will be credited towards any other obligations or required expenditures. We will consult with and advise you on your program, and you must submit the advertising program and any promotional advertising items to us for approval before use.

We administer a marketing fund (the "Fund") on behalf of the System for advertising and marketing. You must contribute 2% of Gross Profit to the Brand Marketing Fund in the manner described in Item 6. The Brand Marketing Fund will be maintained and administered by us or our designee on behalf of the System and may be used for brand development, advertising, digital marketing, creative design, content production, media placement, campaign development, public relations, social media support, agency fees, vendor costs, market research, promotional materials, training related to marketing execution, and reasonable administrative costs of operating the Fund.

In addition to the Fund contribution, you must spend $1,500 on initial local advertising during the first three months following opening, payable in three monthly installments of $500, for local launch and opening-period marketing activities in accordance with our standards and approval requirements.

We may use the Fund to support local, regional, and national marketing initiatives, and we are not required to spend Fund amounts in any particular geographic area in proportion to any franchisee's contribution. We may, but are not required to, require separate local advertising expenditures by franchisees under standards established in the Manuals or other written system standards.

For franchises operated by us or our affiliates, we may contribute to the Fund on the same basis as franchisees, on a different basis, or not at all, as disclosed in the Franchise Agreement and administered in a commercially reasonable manner consistent with the purpose of the Fund.

Any sums paid to the Fund that are not spent in the year collected may be carried over and spent in subsequent periods for Fund purposes. The Fund will not be used principally to solicit the sale of franchises.

The Fund is maintained and administered by us or our designee as follows:

1. We direct all advertising and marketing programs and have sole discretion to approve the creative concepts, materials, and media used in the programs and their placement and allocation. The Fund is intended to maximize general public recognition and acceptance of the Marks and improve the collective success of all Franchises operating under the System. For Franchises operated by us, we will contribute to the Fund generally on the same basis as you. In administering the Fund, we and our designees are not required to make expenditures for you that are equivalent or proportionate to your contribution or to ensure that any particular franchisee benefits direction or pro rata from the placement of advertising.

2. The Fund may be used to satisfy the costs of developing, preparing, administering, conducting and disseminating advertising, marketing, promotional and public relations materials, programs, campaigns, sales and marketing seminars and training programs and activities of every kind and nature, through media now existing or that may be developed in the future, including the cost of preparing and conducting television, radio, magazine, newspaper and electronic advertising and marketing campaigns; direct mail and outdoor billboard advertising; public relations activities; conducting marketing research; employing advertising agencies; and costs of our personnel and other departmental costs for advertising that we administer or prepare internally. All sums you pay to the Fund will be maintained in a separate account and we may use them to defray our reasonable administrative costs and overhead that we may incur in the administration or direction of the Fund and advertising and marketing programs for you and the System. The Fund and its earnings will not benefit us in any other way. The Fund is operated solely as a conduit for collecting and expending the advertising fees as outlined above.

3. We will prepare an annual statement of the operations of the Fund that will be made available to you if you request it. We are not required to have the Fund statements audited.

4. Although the Fund is intended to be perpetual, we may terminate the Fund at any time. The Fund will not be terminated, however, until all monies in the Fund have been spent for advertising or promotional purposes or returned to contributors on the basis described in paragraph 2, above.

We currently advertise the Franchises and the products offered by the Franchises primarily using point of purchase advertising materials and print media. As the number of Franchises in the System expands, we envision using other forms of media, including: television, radio, magazine, newspaper and electronic advertising campaigns; and direct mail advertising. The majority of our advertising is developed by members of our staff. We currently conduct advertising on a local basis. Once the franchise program has been established, we contemplate advertising on a national, regional, and local basis through the use of the Fund and Local Advertising (described below).

We currently do not have a National Advertising Council nor have we collected any money on behalf of the Fund. There are currently no local or regional advertising cooperatives for Optimize U franchisees.

You can choose to advertise more. We must approve all advertising before you use it. You must not advertise or use the Marks in any fashion on the Internet, World Wide Web or via other means of advertising through telecommunication without our express written consent.

You may advertise, promote, and hold out under the Marks only those products, services, memberships, packages, and programs that we have approved for inclusion within the System. You shall not advertise, promote, or represent under the Marks any non-approved medical or licensed professional service, even if such service is lawfully offered by your medical entity outside the approved branded menu, unless we have first approved such service for branded use in writing.

You must also place and pay the cost of a trademark listing in any medium that allows for the listing of the business operations, such as the local yellow pages or its functional equivalent, in the geographic area in which the franchised business is located by placing an advertisement in the form, of the type and under the heading Franchisor approves or designates.

Except as described above, we are not obligated to spend any amount on advertising in the area where your Franchise is located.

Training: Within 30 days of the execution of the franchise agreement, the individual designated by you to be the Operating Principal of your Franchise shall attend and complete, to our satisfaction, our real estate and development training, which focuses on the site selection, real estate, construction, and acquisition strategy portions of the business. No sooner than sixty (60) days and no later than thirty (30) days prior to the date the Franchise commences operations, your Operating Principal shall attend and complete, to our satisfaction, our administration training and operations training programs. The administration training program focuses on the human resources, compensation, fleets, marketing, legal, environmental health and safety, credit, security, training, point of sale, and pricing aspects of the business. The operations training focuses on store management and day-to-day business operations. We will conduct these trainings at our corporate headquarters in Paducah, Kentucky and/or a location operated by us, or at another location we designate. Initial training programs will be offered at various times during the year depending on the number of new franchisees entering the System, replacement principals needing training, the number of new Franchises being opened and the timing of the scheduled openings of Franchises to be operated by franchisees generally. The initial training program will generally last, in total, nine days. We will provide instructors and training materials for the initial training of you at no charge to you. We have the right to charge a reasonable fee for optional training of any additional managers or Franchise personnel. We will determine whether you have satisfactorily completed the initial training. If you do not satisfactorily complete the initial training program or if we determine that you cannot satisfactorily complete the training program, you must designate a replacement to satisfactorily complete the training. We reserve the right to charge a reasonable fee for the initial training we provide to a replacement or successor individual. You must pay for all expenses you and your other personnel incur for any training program, including costs of travel, lodging, meals and wages (see Item 6).

You must attend the additional training programs and seminars we offer if required to do so. For all of these programs and seminars, we will provide the instructors and training materials. If the training is mandatory, we will not charge you a fee for attending the training. We reserve the right to charge a reasonable fee for the additional training programs and seminars that we provide on an optional basis. You must also pay for all expenses you or your other personnel incur in participating in any additional training, including costs of travel, lodging, meals, and wages (see Item 6).

For the opening of the Franchise, we will provide you with at least one of our trained representatives. The trained representative will provide on-site pre-opening and opening training, supervision, and assistance to you for 2 to 3 days. This training and assistance will be provided to you at no additional expense. For any additional assistance requested by you and any similar assistance that we provide to a replacement Franchise, if the premises are destroyed or the Franchise is required to be closed for any other reason, we reserve the right to require you to pay us the per diem fee then being charged to franchisees generally for trained representative assistance, including payment of any expenses the trained representative incurs, such as costs of travel, lodging, meals and wages (see Item 6).

Joshua Hudson, our CEO, (see Item 2) and Jerry Smith, our Chief Medical Officer, (see Item 2) will oversee training. Mr. Hudson has served as CEO of our affiliate, Revive Management, L.L.C., since its inception in December 2017. Revive Management, L.L.C. owns and operates two Optimize U franchises and owns a 50% interest in two additional Optimize U franchise locations. Mr. Hudson has trained all new staff members for each of these locations. He is proficient in all software utilized by Optimize U clinics, including Labcorp and other necessary software that will vary depending on your franchise location. Mr. Hudson has an associate's degree in Nursing, as well as a bachelor's degree in Health Sciences.

Mr. Smith has served as Chief Medical Officer of our affiliate, Revive Management, L.L.C., since its inception in December 2017. He trains all prescribing staff on the use of hormones and peptides. He has taken and completed multiple classes and seminars to improve his knowledge base. He regularly reviews scientific studies and journal entries to have the most up-to-date information on advancements in hormone therapy. Mr. Smith has a master's degree as Phyician Assistant.

The instructional materials used in the initial training consist of our Operations Manual, a hormone prescribing quick guide, instructional paperwork on the primary software programs used in the operation of the Franchise, employee training tools, and other written directives related to the operation of the Franchise (collectively, the "Manuals").

The subjects covered, hours of classroom and on the job training and instructions provided in the initial training program are described below: **Subject**	**Hours of Classroom Training**	**Hours of On-the-Job Training**	**Location of Training**	**Instructional Material**
Real Estate and Development - Site selection - Real estate principles - Construction - Acquisition strategy	8 hours, plus an additional 20-30 hours of virtual training over Zoom if necessary		Optimize U Corporate	Operations manual and written materials
Administration - Human resources - Compensation - Fleets - Marketing - Legal - Environmental, health, and safety compliance - Credit - Security - Training - Point of sale - Pricing	24 hours, plus an additional 24 hours of virtual training over Zoom if necessary		Optimize U Corporate	Operations manual and written materials
Operations - Store management - Day-to-day business operations	40 hours, plus an additional 160 hours of virtual training over Zoom if necessary		Optimize U Corporate	Operations manual and written materials
Pre-opening and opening - Preparing store for opening - Customer service - Troubleshooting - Best practices		2-3 full days	Onsite at franchisor's designated location	Information sharing

The entire training program may be changed due to updates in materials, methods, manuals and personnel without notice to you.

The subjects and times allocated to the subjects actually taught to you and your personnel may vary based on the experience of those persons being trained.

If you reasonably request or as we deem appropriate, we will, during the term of the Franchise Agreement, when our personnel is available, provide you with additional trained representatives who will provide on-site optional remedial training to your Franchise personnel. For additional training that you request, you may be required to pay the per diem fee then being charged to franchisees under the System for the services of our trained representatives, plus their costs of travel, lodging, meals, and wages. The per diem fee will not be charged if the assistance is provided based on our determination that the training is necessary; however, we reserve the right to charge for our reasonable expenses incurred in providing the assistance.

We may provide training, educational materials, protocol education, clinical reference materials, Optimize U treatment frameworks, sample workflows, forms, templates, business processes, and suggested operational guidance relating to the System, including medically related education concerning products and services offered within the System. Such training and materials are provided for general educational, brand standard, system consistency, and operational support purposes only. Our educational content is not intended to constitute patient-specific medical direction, medical supervision, prescribing authority, or a substitute for independent professional judgment, required licensure, continuing education, state-specific regulatory review, or other training required by applicable law or professional standards.

The Table of Contents for our Operations Manual is attached as Exhibit J to this Disclosure Document.

Site Selection: You must assume all costs, liabilities, expenses, and responsibility for locating, getting and developing a site for the Franchise within the area chosen for your optimization center and for constructing and equipping the Franchise at the accepted site. You will select the site for the Franchise subject to our written consent. The Franchise may not be relocated without first getting our written consent. Before you lease or purchase the site for the Franchise, you must locate a site that satisfies our site selection guidelines. You must submit to us in the form we specify a description of the site, including evidence that the site satisfies our site selection guidelines, together with other information and materials that we may reasonably require, including a letter of intent or other evidence that confirms your favorable prospects for getting the site. You must get our consent of any sale or lease contract before you sign it (see Item 8).

We will provide you with our current written site selection guidelines and any other site selection counseling and assistance we think are advisable. Our guidelines for site selection may require that you conduct, at your expense, an evaluation of the demographics of the market area for the location (including the population and income level of residents in the market area), size and other physical attributes of the location, shopping mall, tenant mix, proximity to residential neighborhoods and other businesses that attract consumers and generate traffic.

We may provide on-site evaluations of the proposed site. We will not provide an on-site evaluation for any proposed site before receiving from you the materials you must submit to us as described above. After that, if we think an on-site evaluation of your proposed site is necessary or if you reasonably request, we will provide an on-site evaluation. We will not charge for the first and second site evaluations, but shall charge a reasonable fee of $300 for each subsequent evaluation as well as a fee for our reasonable expenses including the cost of travel, lodging, meals and wages (see Item 6). Once we receive the required information on a possible site from you, we have 30 days to consent to the location. You may not open a franchise in a location that we have not consented to.

We estimate that the time from the signing of the Franchise Agreement to the commencement of operations of the Franchise will be approximately 4 to 6 months. This time may be shorter or longer depending on the time necessary to get an accepted site, to get financing, to get the permits and licenses for the construction and operation of the Franchise, to complete construction or remodeling as it may be affected by weather conditions, shortages, delivery schedules and other similar factors, to complete the interior and exterior of the Franchise, including decorating, purchasing and installing fixtures, equipment and signs, and to complete preparation for operating the Franchise, including purchasing inventory and supplies. You must open the Franchise and begin business within 90 days after you get possession of the accepted location, unless you get a written extension from us. If you do not find a site that we accept, and open the optimization center within 9 months of completing real estate and development training, we may terminate the Franchise Agreement. For additional stores that are to be opened under the Development Agreement, the time period to find and construct a store site will vary based on the number of franchises purchased in the Development Agreement and those dates will be described in a Development Schedule, which is attached to the Development Agreement.

If your franchise is located in an area in which a governmental license is required, you must apply for the license within 15 days after execution of the lease agreement and your optimization center must open and commence operations at the earlier of 90 days after execution of the lease or 10 days after receipt of the license. For all other franchised businesses, you must open the franchise within 90 days after execution of your lease agreement.

ITEM 12

TERRITORY

The Franchise Agreement grants you the right to operate a franchise at a single location that you select within the area that was approved by us ("Assigned Area"). Attachment A to the Franchise Agreement lists the specific street address of the accepted location. You must operate the franchise only at this accepted location and may not relocate the franchise without first obtaining our written consent. You may not establish or operate another of our franchised businesses unless you enter into a separate Franchise Agreement.

During the term of the Franchise Agreement, if you are in compliance with the Franchise Agreement, we will not operate any company-owned or affiliate-owned optimization centers, or grant any other franchisee the right to operate a franchised optimization center within the Assigned Area. The Assigned Area will be described in Attachment A to the Franchise Agreement. The size of the Assigned Area may vary based on a number of criteria such as density of population, demographics, distance from other franchise and company-owned optimization centers, number of competitors, etc. The average size of an Assigned Area is a one-mile radius from your franchise business. For example, in that case, your franchise business would be at the center of a circle and it would be one mile to the edge of the circle; the entire area inside the circle would be your protected Assigned Area. In some circumstances, we may identify the boundaries of your Assigned Area by using a street map as part of Attachment A to the Franchise Agreement and outlining on the map the street boundaries of your Assigned Area. We will determine the Assigned Area as soon as a particular location for the franchise has been identified. We will determine the Assigned Area based on various market and economic factors such as an evaluation of market demographics, the market penetration of the System and similar businesses, the availability of appropriate sites, and the growth trends in the market.

The territorial rights granted to you under the Franchise Agreement are not dependent on the achievement of a certain sales volume, market penetration, or other contingency except as stated below.

Your territorial exclusivity is limited to the extent set forth in this section. You do not receive the right to acquire additional franchised locations within your defined territory, contiguous territories, or otherwise. We do not reserve the right to unilaterally modify your defined territory before the Franchise Agreement expires or terminates.

With the exception of the Optimize U optimization centers operated by our affiliates (see Item 1), neither we nor our affiliates currently operate, franchise, or conduct business through alternative channels of distribution offering services similar to those offered in your franchise under different marks. There are, however, no restrictions in the Franchise Agreement that would restrict our ability to do so. Neither we nor our affiliates currently intend to solicit business from within your Assigned Area. There are, however, no restrictions in the Franchise Agreement that would restrict our ability to do so and any compensation that we receive from that business is solely earned by us.

After you establish your optimization center, you may choose to relocate your business location to a new site either inside your Assigned Area or to any other area not previously assigned to a franchise or company-owned unit, all subject to our exclusive approval. You must give us notice of your intent to relocate, specifying the exact new location, no later than 60 days before you want to relocate.

Development Agreement

For certain market areas, we offer prospective franchisees the right to acquire an exclusive option to open more than one franchise location in an Exclusive Option Area according to the terms of a Development Agreement. The size of the Exclusive Option Area will depend on the number of franchises you want to develop. The Exclusive Option Area can encompass several miles, the boundaries of a city, an entire state, or a region of the country. You will receive exclusive development rights in an assigned territory. During the term of the Development Agreement, neither we nor our affiliates will open or operate or license others to open or operate Optimize U locations within the Exclusive Option Area. However, we currently may operate and may acquire and operate (through merger or other business combination) businesses that sell products and services that may be similar to those offered by you under names or marks different than Optimize U in the Exclusive Option Area. If applicable, the terms of the Development Agreement provide that your exclusive right to open franchised stores within the Exclusive Option Area will terminate unless you comply with the agreed schedule for opening and operating the additional franchise locations. We have no obligation under any circumstances to alter or extend the agreed upon schedule.

ITEM 13

TRADEMARKS

The Franchise Agreement grants you the right to use certain trademarks, trade names, service marks, symbols, emblems, logos and indicia of origin designated by us, including the Marks described in Item 1. These Marks may be used only in the manner we authorize and only for the operation of your franchise at the location specified in the Franchise Agreement.

The franchise entitles you to operate your business under the name Optimize U. You will also be entitled to use other trademarks in the operation of your franchised business. We have registered the following proprietary marks with the United States Patent and Trademark Office. The marks are registered on the Principal Register:

Mark	Registration Number	Registration Date
Optimize U	5,957,917	January 7, 2020
T (logo)	5,765,762	May 28, 2019

You must abide by our rules while using our proprietary marks. You may not use a name or mark as part of a corporate or other legal name or with modifying words, designs or symbols except for those that we license to you. You must comply with our instructions in filing and maintaining trade name or fictitious name registrations. You must sign any documents we require to protect the Marks or to maintain their continued validity of our ownership in and to the Marks.

There are no currently effective determination of the U.S. Patent and Trademark Office, the trademark trial and appeal board, the trademark administrator of any state or any court, no pending infringement, opposition or cancellation proceedings and no pending litigation involving any of the Marks that may significantly affect the ownership or use of any Mark listed above.

There are no agreements currently in effect that limit our rights to use or license the use of the Mark. We know of no superior rights or infringing uses of any Mark that could materially affect your use of the Mark in your state or in any other state.

You must notify us immediately by telephone, and thereafter in writing, of any apparent infringement of or challenge to your use of any of our proprietary marks, of any claim by any person of any rights in any of our proprietary marks, and you must not communicate with any person other than us or any affiliate which we designate, their counsel and your counsel in connection with any such infringement, challenge or claim. We will have complete discretion to take such action as we deem appropriate in connection with the foregoing, and the right to control exclusively, or to delegate control to any of our affiliates of, any settlement, litigation or Patent and Trademark Office or other proceeding arising out of any such alleged infringement, challenge or claim or otherwise relating to any of our proprietary marks. You must execute any and all instruments and documents, render such assistance, and do such acts or things as may, in our opinion, reasonably be necessary or advisable to protect and maintain the interests of us or any affiliate in any litigation or other proceeding or to otherwise protect and maintain the interests of us or any other interested party in our proprietary mark.

We are not obligated to protect any rights that you have to use the Mark or to protect you against claims of infringement or unfair competition with respect to the Mark. We reserve the right to substitute different proprietary marks for use in identifying the business and the products and services offered by it. As such, we may require you, at your expense, to discontinue or modify your use of any of the proprietary marks or to use one or more additional or substitute proprietary marks.

To protect the goodwill and integrity associated with the Mark, you are required, in conducting your business, to conform to our specifications as to business hours and days, items and services offered for sale, inventory, supplies and equipment used, the artwork, lettering, colors, size, construction, content and overall appearance of your optimization center, signs, emblems and advertising. The Franchise Agreement requires you to use only trade names, trademarks, service marks and logos currently approved by us and promotional and marketing materials approved by us. Any materials used to advertise or promote the franchise business and/or which use new trade names, trademarks, service marks and logos of Optimize U must be provided by us or you must get our prior written consent. Our specifications may be contained in the Manuals, which will be provided to you after payment of the initial franchise fee. In the absence of applicable published specifications regarding the use of the Mark, the Franchise Agreement requires you to get our prior written consent for any proposed use.

We have the right to inspect your franchise location to verify that you are using the Mark properly.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own any patents that are material to your business.

We claim a copyright for our operations manual and training manual, and the information contained within the manuals are proprietary. To supplement our existing copyright, we intend to file an application for federal copyright registration for these manuals. You must take all reasonable steps necessary to assure that the manuals and the proprietary information that they contain remain confidential, are not published, communicated or disclosed without our express authorization.

You may not disclose any of the proprietary information, use it in any way, or assist any other person to use it either during the term of your franchise or at any time thereafter. All Manuals that we provide you, online or otherwise, remain our sole property and all printed copies must be promptly returned upon expiration of your franchise.

We may revise the contents of the Manuals and you must comply with each new or changed standard. You must also ensure that the Manuals are kept current at all times. If there is a dispute as to the contents of the Manuals, the terms of the master copy maintained by us at our home office will be controlling.

We claim proprietary rights in certain of our recipes which are included in the online Manuals and which are our trade secrets. You are prohibited, during and after the term of the Franchise Agreement, from communicating, or using for the benefit of any other person or entity, and, after the term of the Franchise Agreement, from using for your or their own benefit, any confidential information, knowledge or know-how concerning the methods of operation of the franchise that may be communicated to you or that you may learn about, including these trade secrets. You can divulge this confidential information to your employees who must have access to it to operate the franchise. Any and all information, knowledge, know-how, and techniques related to the System that we communicate to you, including the online Manuals, plans and specifications, marketing information and strategies and site evaluation, selection guidelines and techniques, are considered confidential.

There are no currently effective determinations of the Copyright Office or any court, no pending infringement, opposition or cancellation proceedings and no pending litigation involving any of the copyrights that may significantly affect the ownership or use of any copyright described above. There are no effective agreements that will affect your use or our use of the copyrights.

You must notify us immediately by telephone, and thereafter in writing, of any apparent infringement of or challenge to your use of any of our copyrights, of any claim by any person of any rights in any of our copyrights, and you must not communicate with any person other than us or any affiliate which we designate, their counsel and your counsel in connection with any such infringement, challenge or claim. We will have complete discretion to take such action as we deem appropriate in connection with the foregoing, and the right to control exclusively, or to delegate control to any of our affiliates of, any settlement, litigation or other proceeding arising out of any such alleged infringement, challenge or claim or otherwise relating to any of our copyrights. You must execute any and all instruments and documents, render such assistance, and do such acts or things as may, in our opinion, reasonably be necessary or advisable to protect and maintain the interests of us or any affiliate in any litigation or other proceeding or to otherwise protect and maintain the interests of us or any other interested party in our copyrights. We are not obligated to protect any rights that you have to use the copyrights or to protect you against claims of infringement or unfair competition with respect to the copyrights. We reserve the right to substitute different copyrighted material for your use in the business. You agree not to contest the validity or ownership of any of our copyrights.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You are not required to personally participate in the day-to-day operations of your franchised business. If you choose not to participate personally in the running of the business, you must designate a manager to do so for you. You must complete our initial training program before you will be eligible to transact business under your franchise. Your manager is not required to be an owner or to have any stake in your business. Our only requirements are that either your manager or you, depending upon who is running the business on a day-to-day basis, be at the franchised premises on a full-time basis, and have successfully completed our training program.

When you sign the Agreements, you must designate and retain at all times an individual to serve as the "Operating Principal" under the Agreements. If you are an individual, you must be the Operating Principal. If you are an entity, the Operating Principal must be one of your Controlling Principals, as defined below, and must hold an ownership interest in you or any entity that directly or indirectly controls you. Except as may be provided in the Agreements, the Operating Principal's interest in you must remain free of any pledge, lien, encumbrance, voting agreement, proxy, or purchase right or option.

The Operating Principal may, at the Principal's option, and subject to our approval, designate an individual to perform the duties and obligations of the Operating Principal described in the Agreements and in, this Disclosure Document. The Operating Principal must take all necessary action to ensure that the designee conducts and fulfills all of the Operating Principal's obligations and will remain fully responsible for the Principal's performance. The Operating Principal (or the Principal's designee, if applicable) must devote substantial full time and best efforts to the supervision and performance of the Franchise under the Agreements. The Operating Principal must sign the Agreements as one of your Controlling Principals, and will individually guarantee all of your obligations, and will be jointly and severally bound by all of your obligations and the obligations of the Operating Principal and your Controlling Principals under the Agreements.

The Operating Principal (and any designee) must meet our standards for these positions, as provided in the Manuals or other written instructions. Under the Agreements, the Operating Principal (or his designee) must satisfy the training requirements stated in the Franchise Agreement.

If, during the term of the Agreements, the Operating Principal or any designee cannot serve as Operating Principal or no longer qualifies, you must promptly notify us and designate a replacement within 30 days after the Operating Principal or designee stops serving or no longer meets the requirements. Any replacement must meet the same qualifications listed above. You must provide for interim management of the Franchise until you designate a replacement. This interim management must be conducted in accordance with the Agreements.

As described in Item 1, we have identified certain persons under the Franchise Agreement and Development Agreement that we refer to in this Disclosure Document as your Principals. Your Principals include your spouse, if you are a married individual, your Principals also include those of your business entity's officers and directors (including the officers and directors of your general partner, if applicable) whom we designate as your Principals and all holders of an ownership interest in you and in any entity that directly or indirectly controls you, and any other person or entity controlling, controlled by, or under common control with you.

If we designate certain of your Principals as Controlling Principals, they must sign the Franchise Agreement and Development Agreement, as applicable, and agree to be individually bound by certain obligations under the Agreements, including confidentiality and noncompetition covenants and to personally guarantee your performance under the Agreements. We typically designate your principal equity owners and executive officers, as well as any other affiliated entities that operate Franchises as Controlling Principals.

You must retain at all times a General Manager and the other personnel that are needed to operate and manage the Franchise. The General Manager must satisfy our educational and business criteria as provided to you in the online Manuals or other written instructions, and must be individually acceptable to us.

In addition, the General Manager must be responsible for the supervision and management of the Franchise, and must devote full time and best efforts to this activity. The General Manager also must satisfy the applicable training requirements in the Franchise Agreement. If the General Manager cannot serve in the position or does not meet the requirements, the General Manager must be replaced under the same guidelines we have for the Operating Principal.

If you employ any individual as General Manager or in a managerial position who is at the time employed in a managerial position by us or any of our affiliates, or by another of our franchisees, you must pay the former employer for the reasonable costs and expenses the employer incurred for the training of the employee.

You must also get covenants not to compete, including covenants applicable on the termination of the person's relationship with you, from your General Manager and any of your other management personnel who have received or will have access to our training before employment, and any holder of a beneficial interest in you (except for any limited partners) who is not designated as a Controlling Principal and does not sign the Franchise Agreement as a Controlling Principal. You must require all of your management personnel to sign covenants that they will maintain the confidentiality of information they receive or have access to base on their relationship with you (see Item 14). These covenants will be in substantially the same form attached to the Franchise Agreement as Attachment C. We reserve the right, in our discretion, to decrease the amount of time or geographic scope of the non-competition covenants contained in the attachments or eliminate the non-competition covenants altogether for any party that is required to sign an agreement as described in this paragraph (see Item 17).

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must comply with all of our standards and specifications relating to the products and services sold at the Franchise (see Item 8). You must sell or offer for sale the recovery modalities including, but are not limited to, hormone optimization, whole body cryotherapy, infrared saunas, and compression therapy services we require, in the manner and style we require, as expressly authorized by us in writing. You must sell and offer for sale only the products and services that we have expressly approved in writing. You must not deviate from our standards and specifications without first obtaining our written consent. You must discontinue selling and offering for sale any products or services that we may disapprove in writing at any time. We have the right to change the types of products and services offered by you at the Franchise at any time, and there are no limits on our right to make those changes.

We may offer guidance concerning the selling price for the goods, products and services offered from your Franchise. You are in no way bound to adhere to any such recommended or suggested price. You have the right to sell your products and provide services at any price that you determine. If you elect to sell any or all of your products or merchandise at any price recommended by us, we make no guarantees or warranties that offering these products or merchandise at the recommended price will enhance your sales or profits.

We have developed certain products for use in the System that bear the Marks. Because of the importance of quality and uniformity of production and the significance of the proprietary and trademarked products in the System, it is to our and your benefit that we closely control the production and distribution of these products. You must use certain products manufactured by or on behalf of us. You must purchase all of your requirements for these products only from us or from sources designated by us or, with respect to products manufactured by or on behalf of us, from a seller of these products.

We do not impose any other restrictions in the Franchise Agreement in any other manner, as to the goods or services that you may offer or sell or as to the customers to whom you may offer or sell (see Item 8).

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
a. Length of the Franchise term	3.1	20 years or termination of Franchisee’s right to possess the franchise premises, whichever is earlier
b. Renewal or extension of the term	3.2	You must execute the Franchise Agreement in effect at that time.
c. Requirements for franchisee to renew or extend	3.2	You must give at least 6 months’ notice, repair and update equipment and premises, not be in breach of any agreement with us or our affiliates, have the right to remain in possession of premises, sign current agreement and general release, and comply with current qualification and training requirements (see applicable State Amendments to FDD and Agreements). When renewing, you may be asked to sign a contract with materially different terms and conditions than your original contract.
d. Termination by	Not applicable	You may terminate under any grounds permitted by law.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
Franchisee		
e. Termination by Franchisor without cause	Not applicable	Not applicable
f. Termination by Franchisor with cause	16.1, 16.2, and 16.3	Each of your obligations under the Franchise Agreement is a material and essential obligation, the breach of which may result in termination.
g. "Cause" defined - curable defaults	16.2 and 16.3	We may terminate you for cause if you fail to cure certain defaults, including: If you or any of your affiliates fail to pay any monies owed to us, or our affiliates or vendors, and do not cure within 5 days after notice (or longer period required), fail to have signed the Confidentiality and Noncompetition Covenants contained in the Franchise Agreement within 5 days after a request, fail to procure and maintain required insurance within 7 days after notice, use the Marks in an unauthorized manner and fail to cure within 24 hours after notice, fail to cure any other default that is susceptible of cure within 30 days after notice.
h. "Cause" defined – non-curable defaults	16.1 and 16.2	We may terminate you for cause and without an opportunity to cure certain defaults, including: If you become insolvent, make a general assignment for benefit of creditors, file a petition or have a petition initiated against you under federal bankruptcy laws, have outstanding judgments against you for over 30 days, sell unauthorized products or services, fail to acquire an accepted location within time required, fail to remodel when required, fail to open Franchise when required, abandon or lose right to the Franchise premises, lose your legal authorization to operate the franchised business, are convicted of a felony or other crime that may have an adverse effect on the System or Marks, transfer any interest without our consent or maintain false books or records.
i. Franchisee obligations on termination/non-renewal	17	Obligations include: you must cease operating the Franchise and using the Marks and completely de-identify the business, pay all amounts due to us or our affiliates, return all Manuals and other proprietary materials, comply with confidentiality requirements, and at our option, sell or assign to us your rights in the Franchise premises and the equipment and fixtures used in the business.
j. Assignment of contract by franchisor	14.1	Franchisor can transfer its obligations and rights under the franchise to any person or legal entity.
k. "Transfer" by franchisee – defined	14.2(a)	Includes sale, assignment, conveyance, pledge, mortgage or other encumbrance of any interest in the Franchise Agreement, the Franchise or in an entity owned by you.
l. Franchisor approval of transfer by franchisee	14.2(b)	Franchisor must approve all transfers, but cannot unreasonably withhold its consent.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
m. Conditions for franchisor approval of transfer	14.2(b)	Conditions include: you must pay all amounts due us or our affiliates, not otherwise be in default, sign a general release, and pay a transfer fee. Transferee must meet our criteria, attend training and sign current Franchise Agreement (see applicable State Amendments to FDD and Agreements).
n. Franchisor's right of first refusal to acquire franchisee's business	14.4	Franchisor has first right to purchase or match offer that is received for business.
o. Franchisor's option to purchase franchisee's business	17.12 and 14.4	Other than assets on termination, nonrenewal or right of first refusal, we have no right or obligation to purchase your business.
p. Death or disability of franchisee	14.5	If you or a Controlling Principal are a natural person, on death or permanent disability, your successor must be approved by us, or franchise must be transferred to someone approved by us within 6 months after death or notice of permanent disability.
q. Non-competition covenants during the term of the franchise	10.3(a)	You are prohibited from operating or having an interest in a similar business during the term of the franchise.
r. Non-competition covenants after the franchise is terminated or expires	10.3(b)	You and your Controlling Principals are prohibited from operating or having an interest in a similar business which is located, or is intended to be a 50-mile radius of any Franchise in existence or under construction for a period of two years from the earlier of (i) the expiration or termination of, or the transfer of all of your interest in, the franchise Agreement or (ii) the time a Controlling Principal ceases to satisfy the definition of a Controlling Principal, as applicable. Further, you may not hire any of our employees for a period of two years.
s. Modification of the agreement	10.1(e), 10.3(e) and 18.3	Later amendments to the Franchise Agreement must be in writing and signed by both you and us. You must comply with Manuals as amended.
t. Integration/merger clause.	18.2	Only the terms of the Franchise Agreement are binding (subject to state law) Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	18.8 and 18.9	Except for actions brought by us for monies owed, injunctive or extraordinary relief, or actions involving real estate, and subject to state law, all disputes must be mediated at our headquarters or arbitrated in McCracken County, Kentucky.
v. Choice of forum	18.10	The venue for all proceedings related to or arising out of the Franchise Agreement is McCracken County, Kentucky, unless otherwise brought by us (see applicable State Amendments to FDD and Agreements.)
w. Choice of law	18.10	The Franchise Agreement is interpreted, governed, and construed under the laws of the State of Kentucky. (See applicable State Amendments to FDD and Agreements.)

This table lists certain important provisions of the Development and related agreements. You should read these provisions in the agreements attached to this offering circular.

PROVISION	SECTION IN DEVELOPMENT AGREEMENT	SUMMARY
a. Length of term	5	Term continues until you have completed your development obligations in accordance with the Development Schedule. Term will vary based on the number of stores to be developed.
b. Renewal or extension of the term	3.2	We may extend the term of the Development Agreement to allow you to develop additional franchises. There is no renewal of a Development Agreement once all development obligations have been fulfilled.
c. Your requirements to renew or extend	4.2(b) and (c)	You must develop the additional franchises.
d. Termination by you	Not Applicable	You may terminate under any grounds permitted by law.
e. Termination by us without cause.	Not Applicable	Not Applicable
f. Termination by us with "cause"	7.1-7.3	Following certain defaults, we may terminate the Agreement or modify your territorial rights or alter your Development Schedule, rather than terminate the Agreement.
g. "Cause" defined defaults curable defaults defaults	7.2 and 7.3	We may terminate you for cause if you fail to cure certain defaults, including: If you or any of your affiliates fail to pay any monies owed to us, or your affiliates or vendors, and do not cure within 5 days after notice (or longer period required), fail to have signed the Confidentiality and Noncompetition Covenants contained in the Agreement within 30 days after a request, use the Marks in an unauthorized manner and fail to cure within 24 hours after notice or fail to cure any other default that is susceptible of cure within 30 days after notice. If you have both a Development Agreement, an uncured default under one is also a default under the other.
h. "Cause" defined -- defaults which cannot be cured	7.1 and 7.2	We may terminate you for cause based on certain non-curable, defaults, including: If you become insolvent, make a general assignment for benefit of creditors, file a petition or have a petition initiated against you under federal bankruptcy laws, have outstanding judgments against you for over 30 days, fail to comply with the Development Schedule, are convicted of a felony or other crime that may have an adverse effect on the System or Marks, or transfer any interest without our consent.
i. Your obligations on termination/ nonrenewal	7.5	Obligations include: you must cease developing franchises or, on a partial termination of territorial or development rights under 7.4, must continue to develop only in accordance with any modified Development Schedule, and must comply with all applicable confidentiality and noncompetition covenants.
j. Assignment of contract by franchisor	8.1	We have the right to transfer or assign the Development Agreement to any person or entity without restriction.

PROVISION	SECTION IN DEVELOPMENT AGREEMENT	SUMMARY
k. "Transfer" by you-defined	8.2(a)	Includes sale, assignment, conveyance, gift, pledge, mortgage or other disposal or encumbrance of any direct or indirect interest in the Agreement or you (if you are not a natural person).
l. Approval of transfer by developer	8.2(b)	You must obtain our consent before transferring any interest. We will not unreasonably withhold our consent.
m. Conditions for approval of transfer	14.2(b)	Conditions include: you must pay all amounts due us or our affiliates, not otherwise be in default, sign a general release, and pay a transfer fee. Transferee must meet our criteria, attend training and sign current Franchise Agreement (see applicable State Amendments to FDD and Agreements).
n. Our right of first refusal to acquire your business.	8.4	Within 30 days after notice, we have the option to purchase the transferred interest on the same terms and conditions offered by a third party.
o. Our option to purchase your business	Not applicable	Not applicable
p. Death or disability of you	8.5	If you or a Controlling Principal are a natural person, on death or permanent disability, your successor must be approved by us, or interest must be transferred to someone approved by us within 12 months after death or 6 months after notice of permanent disability.
q. Non-Competition covenants during the term of the Development Agreement.	9.2(a)	Except for franchises you operate under Franchise Agreements with us, you and your Controlling Principals are prohibited from operating or having an interest in a similar business in the U.S. or anywhere else we have used, registered or sought to register the Marks or where we operate or license others.
r. Non-competition covenants after the Development Agreement is terminated or expires	9.2(b)	Except for franchises you operate under Franchise Agreements with us, you and your Controlling Principals are prohibited from operating or having an interest in a similar business which is located, or is intended to be located within a 10-mile radius of any franchise in existence or under construction as of the earlier of (i) the expiration, termination, or the transfer of all of your interest in the Franchise Agreement or (ii) the time a Controlling Principal ceases to satisfy the definition of a Controlling Principal, as applicable. Further, you may not hire any of our employees for a period of two years.
s. Modification of the agreement	9.2 and 11.3	Agreement may not be modified unless mutually agreed to in writing, except we may unilaterally decrease the scope of certain non-competition covenants.
t. Integration/Merger clause.	11.2	Only the terms of the Agreement and other related written agreements are binding (subject to applicable state law). No other representations or promises will be binding.
u. Dispute resolution by arbitration or mediation	11.7 and 11.8	Except for actions brought by us for monies owed, injunctive or extraordinary relief, or actions involving real estate, and subject to state law, all disputes must be mediated at our headquarters or arbitrated in McCracken County, Kentucky.

PROVISION	SECTION IN DEVELOPMENT AGREEMENT	SUMMARY
v.Choice of forum	11.9	The venue for all proceedings related to or arising out of the Franchise Agreement is McCracken County, Kentucky, unless otherwise brought by us (see State Amendments to FDD and Agreements).
w.Choice of law	11.9	The Agreement is interpreted, governed, and construed under Kentucky law (except for Kentucky choice of law rules). (see State Amendments to FDD and Agreements).

ITEM 18

PUBLIC FIGURES

We do not use any public figures to promote our franchises.

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.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Joshua Hudson at 4625 Falconcrest Dr., Paducah, KY 42001, (270) 640-0124, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

Table No. 1: Systemwide Outlet Summary
For years 2023 to December 31, 2025

Outlet Type	Year	Outlets at Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	4	4	0
	2024	4	12	+8
	2025	12	19	+7
Company-Owned [1]	2023	8	10	+2
	2024	10	17	+7
	2025	17	19	+2
Total Outlets	2023	12	14	+2
	2024	14	29	+15
	2025	29	38	+9

[1] We are also listing the outlets owned by our affiliates under the category of "Company Owned."

Table No. 2: Transfer of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2023 to December 31, 2025

State	Year	Number of Transfers
California	2023	0
	2024	0
	2025	0
Indiana	2023	0
	2024	0
	2025	0
Kentucky	2023	0
	2024	0
	2025	0
Missouri	2023	0
	2024	0
	2025	0
Oregon	2023	0
	2024	0
	2025	0
Tennessee	2023	0
	2024	0
	2025	0
Totals	2023	0
	2024	0
	2025	0

Table No. 3: Status of Franchised Outlets For Years 2023 to December 31, 2025

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of Year
Arizona	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
California	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
	2025	2	1	0	0	0	0	3
Florida	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	2	0	0	0	0	2
Georgia	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Idaho	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Illinois	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Indiana	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Kentucky	2023	1	0	0	0	0	0	1

	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
North Carolina	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
	2025	2	1	0	0	0	0	3
Oregon	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Tennessee	2023	1	0	0	0	0	0	1
	2024	1	2	0	0	0	0	3
	2025	3	1	0	0	0	0	4
Totals	2023	4	0	0	0	0	0	4
	2024	4	8	0	0	0	0	12
	2025	12	7	0	0	0	0	19

Table No. 4: Status of Company-Owned or Affiliate-Owned Outlets
For Years 2023 to December 31, 2025

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
California	2023	1	0	0	0	0	1
	2024	1	0	0	0	1	0
	2025	0	0	0	0	0	0
Florida	2023	0	0	0	0	0	0
	2024	0	3	0	0	0	3

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
	2025	3	0	0	0	0	3
Indiana	2023	0	1	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Kentucky	2023	3	1	0	0	0	4
	2024	4	2	0	0	0	6
	2025	6	0	0	0	0	6
Missouri	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Ohio	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1
	2025	1	0	0	0	0	1
Oregon	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Tennessee	2023	3	0	0	0	0	3
	2024	3	2	0	0	0	5
	2025	5	2	0	0	0	7
Totals	2023	8	2	0	0	0	10
	2024	10	8	0	0	1	17

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
	2025	17	2	0	0	0	19

Table No. 5: Projected Openings
Through December 31, 2026

STATE	FRANCHISE AGREEMENTS SIGNED BUT OUTLET NOT OPEN	PROJECTED NEW FRANCHISED OUTLET IN THE NEXT FISCAL YEAR	PROJECTED NEW COMPANY OWNED OUTLETS IN THE NEXT FISCAL YEAR
Arizona	0	0	0
California	0	0	0
Colorado	0	1	0
Connecticut	0	1	0
Florida	0	1	0
Idaho	0	0	0
Illinois	0	0	0
Indiana	0	1	0
Kentucky	0	1	0
Missouri	0	0	0
North Carolina	0	1	0
Ohio	0	0	0
Oregon	0	0	0
Tennessee	0	1	1
Texas	0	1	0
Totals	0	8	1

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system. There has never been any franchisee organization associated with us or relating to our Marks.

ITEM 21

FINANCIAL STATEMENTS

Attached hereto as Exhibit A are our audited, fiscal year end financial statements for the years 2023, 2024, and 2025, as well as our unaudited financial statements through March 31, 2025.

ITEM 22

CONTRACTS

Attached are copies of all of the agreements for use regarding the Disclosure Document of this franchise:

1.	Franchise Agreement	Exhibit B
2.	Development Agreement	Exhibit C
3.	Electronic Fund Authorization	Exhibit D
4.	Power of Attorney (Telephone)	Exhibit E
5.	Power of Attorney (Tax)	Exhibit F
6.	Assumed Business Name Relinquishment	Exhibit G
7.	Satellite Clinic Agreement	Exhibit H
8.	State Specific Addenda	Exhibit M

EXHIBIT A

FINANCIAL STATEMENTS

Optimize U Holding LLC

Balance Sheet

As of Mar 31, 2026

	Total
Assets	
Current Assets	
Bank Accounts	
102 OU Holding - CFSB 1017	45,441.71
103 OU Holding - Planters 1651	13,938.13
104 East Nashville - Planters 2807	0.00
Total for Bank Accounts	**$59,379.84**
Accounts Receivable	
120 Accounts Receivable (A/R)	0.00
Total for Accounts Receivable	**$0.00**
Other Current Assets	
132 Loans to Others	
Due from OU Murray	0.00
Due from OU San Diego Medical Inc.	0.00
Due from OU South Central	0.00
Total for 132 Loans to Others	**$0.00**
133 Prepaid Expenses	0.00
Due to/from J Hudson LLC	6,000.00
Due to/from Optimize U Belle Meade	2,500.00
Due to/from Optimize U East Nashville	22,218.00
Due to/from Optimize U Meridian	9,400.00
Due to/from Revive Lexington LLC	0.00
Total for Other Current Assets	**$40,118.00**
Total for Current Assets	**$99,497.84**
Fixed Assets	
150 Depreciated Assets	
151 Furniture and Fixtures	1,435.65
152 Machinery and Equipment	261,943.30
170 Accumulated Depreciation	-115,030.18
Total for 150 Depreciated Assets	**$148,348.77**
Total for Fixed Assets	**$148,348.77**

Optimize U Holding LLC

Balance Sheet

As of Mar 31, 2026

	Total
Other Assets	
195 Long-term investments	
Investments - Optimize U Belle Meade	139,463.07
Investments - Optimize U East Nashville	153,323.53
Investments - Optimize U Evansville	-21,018.18
Investments - Optimize U Hopkinsville	-289,676.20
Investments - Optimize U London	-40,541.00
Investments - Optimize U Memphis	-95,910.00
Investments - Optimize U of Tampa Bay	-3,943.00
Investments - Optimize U Owensboro	-92,541.00
Investments - Optimize U Regen	35,000.00
Investments - OU Cincinnati	-54,432.00
Investments - OU Murray	-107,104.64
Investments - OU San Diego Medical	0.00
Investments - OU South Central	-87,312.00
Total for 195 Long-term investments	**-$464,691.42**
Notes Receivable - Optimize U South Central, LLC	100,000.00
Total for Other Assets	**-$364,691.42**
Total for Assets	**-$116,844.81**
Liabilities and Equity	
Liabilities	
Current Liabilities	
Credit Cards	
210 OU Holding - AmEx 2002	68,225.69
Total for Credit Cards	**$68,225.69**
Other Current Liabilities	
220 Payroll Liabilities	$55,446.52
220.07 Retirement Payable	4,731.12
Total for 220 Payroll Liabilities	**$60,177.64**
245 Short-term Loans from Members'	
Due to Josh Hudson	0.00
Due to Revive Management LLC	0.00
Other Liabilities	0.00
Total for 245 Short-term Loans from Members'	**$0.00**
Due to/from Revive Management LLC - ST	487,274.73

Optimize U Holding LLC

Balance Sheet

As of Mar 31, 2026

	Total
Total for Other Current Liabilities	**$547,452.37**
Total for Current Liabilities	**$615,678.06**
Long-term Liabilities	
250 Long-term Business Loans	
250.01 Loans Payable - 1899416	23,326.50
250.02 Line of Credit - Planters Bank 4682	64,250.00
250.03 Loans Payable Planters Bank 4665	-7,587.10
250.05 N/P Loans to Partners	0.00
250.06 Loans Payable Planters Bank 4666	2,940,484.69
Total for 250 Long-term Business Loans	**$3,020,474.09**
Due to/from J & J Exchange	30,000.00
Due to/from Revive Management LLC - LT	350,769.06
Total for Long-term Liabilities	**$3,401,243.15**
Total for Liabilities	**$4,016,921.21**
Equity	
300 Members' Investments	$0.00
300.01 Investments - J Hudson LLC	56,252.15
300.02 Investments - J Solon LLC	56,252.15
300.03 Investments - Jena Ruxer	56,252.15
300.04 Investments - Strenge Investments LLC	56,252.14
Total for 300 Members' Investments	**$225,008.59**
320 Members' Distributions	$0.00
320.01 Distributions - J Hudson LLC	0.00
320.02 Distributions - J Solon LLC	0.00
320.03 Distributions - Jena Ruxer	0.00
320.04 Distributions - Strenge Investments LLC	0.00
Total for 320 Members' Distributions	**$0.00**
350 Members' Equity	
350.01 Equity - J Hudson LLC	-29,552.00
350.02 Equity - J Solon LLC	-29,547.00
350.03 Equity - Jena Ruxer	-29,547.00
350.04 Equity - Strenge Investments LLC	-29,547.00
Total for 350 Members' Equity	**-$118,193.00**
Opening Balance Equity	-3,000,000.00
Retained Earnings	-986,895.49

Optimize U Holding LLC

Balance Sheet

As of Mar 31, 2026

	Total
Net Income	-253,686.12
Total for Equity	**-$4,133,766.02**
Total for Liabilities and Equity	**-$116,844.81**

Optimize U Holding LLC

Profit and Loss

January-March, 2026

	Total
Income	
400 Sales	71,433.21
401 Management Fee Income	130,411.75
402 Royalties Income	
Asheville Royalties	229.59
Chandler Royalties	11,539.66
Chattanooga Royalties	80,848.26
Chula Vista Royalties	17,558.18
Destin Royalties	1,370.37
Fayette Mall Royalties	7,670.86
Fayetteville Royalties	26,700.00
Fresno Royalties	3,912.19
Jeffersonville Royalties	17,159.73
Knoxville Royalties	3,094.59
Ladera Ranch Royalties	5,987.91
Louisville Royalties	44,183.05
Meridian Royalties	4,166.66
Portland Royalties	8,159.42
Roswell Royalties	3,179.38
Total for 402 Royalties Income	**$235,759.85**
404 JV Disbursements Income	
OU Evansville Distribution Income	7,886.00
OU Hopkinsville Disbursement Income	22,928.80
OU Murray Disbursement Income	23,000.00
OU Owensboro Disbursement Income	15,000.00
Total for 404 JV Disbursements Income	**$68,814.80**
Franchise Buy In Income	90,000.00
Total for Income	**$596,419.61**
Cost of Goods Sold	
500 Cost of Goods Sold	
500.02 Medical Supplies	4,782.28
500.03 Pharmacy	78,809.51
Total for 500 Cost of Goods Sold	**$83,591.79**
Total for Cost of Goods Sold	**$83,591.79**
Gross Profit	**$512,827.82**

Optimize U Holding LLC

Profit and Loss

January-March, 2026

	Total
Expenses	
550 Payroll Expenses	$8,728.72
551 Salary & Wages	351,392.33
552 Payroll Tax Expense	27,756.33
561 Employee Benefits Expense	27,623.30
Total for 550 Payroll Expenses	**$415,500.68**
600 Marketing Expense	661.61
620 Bank Fees/ Credit Card Charges	1,397.89
640 Continuing Education Expense	47.00
645 Contract Labor Expense	31,800.24
646 Management Fees Expense	89,041.14
650 Dues, Memberships, & Subscriptions	6,213.78
665 Insurance	88,375.59
680 Interest Expense	10,529.16
685 Legal & Accounting Expenses	36,291.28
700 Meals Expense	1,843.26
715 Office Supplies/Expenses	$13,052.68
715.01 Software/App Expense	17,438.90
715.02 Reimbursable Expenses	360.29
Total for 715 Office Supplies/Expenses	**$30,851.87**
740 Repairs & Maintenance Expense	1,737.49
744 Rent - Equipment	1,366.43
760 Taxes & Licenses Expense	1,486.45
780 Travel Expenses	48,043.80
785 Utilities Expense	1,326.27
Total for Expenses	**$766,513.94**
Net Operating Income	**-$253,686.12**
Net Income	**-$253,686.12**

OPTIMIZE U HOLDING, LLC

FINANCIAL STATEMENTS

December 31, 2025

OPTIMIZE U HOLDING, LLC
TABLE OF CONTENTS

ATA, PC
227 Oil Well Road Jackson, TN 38305
P 731.427.8571 F 731.424.5701

Independent Auditor's Report

To the Members
Optimize U Holding, LLC

Opinion

We have audited the accompanying financial statements of Optimize U Holding, LLC. (the Company) which comprise the balance sheet as of December 31, 2025, and the related statement of income, statement of members' equity, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2025, and the results of its operations and its cash flows for the year then ended, in accordance 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. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statement

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 generally accepted auditing standards 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 generally accepted auditing standards, we:

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

- Identify and assess the risks of material misstatement of the financial statement, 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 statement.

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

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

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

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

ATA, PC

Jackson, Tennessee
May 18, 2026

OPTIMIZE U HOLDING LLC
BALANCE SHEET
December 31, 2025

Assets	
Current assets:	
Cash and cash equivalents	$ 216,816
Note receivable - current	39,552
Total current assets	256,368
Property and equipment, at cost:	
Furniture and fixtures	1,436
Medical equipment	261,943
Less: allowance for depreciation	(75,627)
Net property and equipment	187,752
Other assets:	
Due from Related Entities	17,900
Investment in OU Evansville	12,244
Note receivable - noncurrent	60,448
Total other assets	90,592
Total assets	**$ 534,712**
Liabilities and Members' Equity	
Current liabilities:	
Credit card payable	$ 41,387
Due to Related Entities	651,022
Investment in OU Tampa Bay	11,138
Investment in OU Murray	3,610
Investment in OU South Central	112,885
Investment in OU Owensboro	35,444
Investment in OU Hopkinsville	6,786
Investment in OU Cincinnati	46,955
Investment in OU London	35,151
Investment in OU Memphis	208,510
Payroll liabilities	33,781
Current portion of long term notes payable	6,643
Total current liabilities	1,193,312
Long-term liabilities:	
Notes payable (net of current portion)	17,595
Total current liabilities	17,595
Total liabilities	1,210,907
Members' equity:	
Members' deficit	(676,195)
Total members' deficit	(676,195)
Total liabilities and members' equity	**$ 534,712**

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

OPTIMIZE U HOLDING LLC
STATEMENT OF INCOME
For the Year Ended December 31, 2025

Operating revenues:		
Royalties	$	710,946
Franchise buy in fee		155,525
Management fee income		773,663
Total operating revenues		1,640,134
Operating expenses:		
Advertising		235
Credit loss expense		55,037
Bank Charges & Fees		7,415
Continuing Education		17,197
Contract labor		240,719
Depreciation		27,450
Dues & Subscriptions		13,192
Employee Benefits		53,047
Insurance		515
Legal & Professional Services		230,193
Management fee expense		656,017
Meals & Entertainment		20,926
Office Supplies & Software		28,389
Payroll Expense		470,393
Payroll Taxes		64,476
Rent & Lease		6,703
Repairs & Maintenance		10,126
Small tools and equipment		2,276
Software		14,499
Taxes & Licenses		11,521
Travel		104,777
Utilities		5,978
Total operating expenses		2,041,081
Operating income		(400,947)
Other income (expense):		
Interest expense		(44,882)
Gain on investments		187,514
Other income		9,000
Total other income (expense)		151,632
Net loss	**$**	**(249,315)**

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

OPTIMIZE U HOLDING LLC
STATEMENT OF MEMBERS' EQUITY
For the Year Ended December 31, 2025

Balance at January 1, 2025	$	(526,880)
Net loss		(249,315)
Contributions		100,000
Balance at December 31, 2025	**$**	**(676,195)**

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

OPTIMIZE U HOLDING LLC
STATEMENT OF CASH FLOWS
For the Year Ended December 31, 2025

Cash flows from operating activities:	
Net loss	$ (249,315)
Adjustments to reconcile net income to net cash provided (used) by operating activities:	
Depreciation	27,450
Credit loss expense	55,037
Gain on investments	(187,514)
(Increase) decrease in operating assets:	
Accounts receivable	(55,037)
Issuance of due from related entities	(17,900)
Increase (decrease) in operating liabilities:	
Credit card payable	(170,316)
Accrued liabilities	33,781
Due to related entities	651,022
Net cash provided by (used in) operating activities	87,208
Cash flows from investing activities:	
Loans made to borrower	(100,000)
Purchase of equipment	(129,649)
Contributions made to investments	(52,420)
Distributions received from investments	288,309
Net cash provided by (used in) investing activities	6,240
Cash flows from financing activities:	
Payments (proceeds) on notes payable	(4,251)
Owner contributions	100,000
Net cash provided by (used in) financing activities	95,749
Net increase (decrease) in cash	**189,197**
Cash and cash equivalents - beginning of year	27,619
Cash and cash equivalents - end of year	$ 216,816
Supplemental disclosures:	
Interest paid	$ (44,882)
Income taxes paid	$ -
Equipment purchased with issuance of debt	$ -

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

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Business Activity

Optimize U Holding, LLC (the Company) was organized in Kentucky on August 10, 2020. The Company is the franchisor of Optimize U Portland LLC, Optimize U Ladera Ranch LLC, Optimize U Chattanooga LLC, Optimize U Jeffersonville LLC, Optimize U Louisville LLC, Optimize U Asheville LLC, Optimize U Chandler LLC, Optimize U Chula Vista LLC, Optimize U Fayetteville, Optimize U Fresno LLC, Optimize U Knoxville LLC, and Optimize U Meridian LLC. The Company is a hormone, health, and wellness clinic serving clients in several states throughout the United States. The Company elected to become a S-corporation on August 10, 2020.

The accompanying financial statements have been prepared using the accrual basis of accounting.

B. Cash and Cash Equivalents

All highly liquid investments with a maturity of three months or less when purchased are considered to be cash equivalents.

C. Investments

During 2025, the Company invested $187,514 in various entities. Interest in the companies are valued and accounted for using the equity method. See Note 3 for the details of the investments.

D. Property and Equipment

Property and equipment are carried at cost. Depreciation is charged against income over the estimated useful lives of the assets, using the straight-line and accelerated methods of depreciation. Depreciation expense for the year ended December 31, 2025 was $27,450.

E. Revenue and Cost Recognition

The Company accounts for revenue in accordance with FASB ASC Topic 606, *Revenue from Contracts with Customers*. The Company's revenues include royalty income from the franchises, buy-ins from new franchises, and management fee income for general and administration services provided. The Company recognizes revenue as performance obligations are satisfied and the amount reflects the consideration the Company expects to be entitled to.

Royalty income is generally calculated as a stated percentage of franchisee gross profit or net income. Royalties represent sales-based variable consideration and are recognized in the period the underlying franchisee sales occur.

Buy-ins from new franchises are generally fixed consideration and are recognized in the period the new franchise opens. For a nonpublic company, ASC 952-606 permits a practical expedient to treat specified pre-opening services as distinct from the franchise license.

Management fee income relates to recurring general and administrative services provided to franchisees. These services generally represent a series of distinct services satisfied over time; accordingly, the revenue is recognized as services are provided.

Significant judgements include (i) identifying performance obligations, (ii) allocating fixed consideration to performance obligations, and (iii) determining whether performance obligations are satisfied over time or at a point in time.

The Company applies the optional exemptions and practical expedients available under ASC 606, where applicable, in a manner consistent with its accounting policies.

F. Credit Loss

As of December 31, 2025, credit loss expense is $55,037. As of December 31, 2025, management has evaluated the collectability of individual customer accounts and determined that all remaining balances are expected to be collected. Therefore, no allowance for credit loss is considered necessary. As of December 31, 2024, accounts receivable balance was $0.

G. Use of Estimates

Management uses estimates and assumptions in preparing these financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used.

H. Income taxes

The Company has elected to be treated as a S-corporation for federal income tax purposes and, as such, does not incur income taxes. Rather, all items of taxable income, deductions and tax credits are passed through to and are reported by the members on their respective individual income tax returns. Accordingly, these financial statements do not reflect a provision for income taxes, and the Company has no tax positions which must be considered for disclosure.

I. Advertising

Advertising costs are expensed as incurred. The advertising expense for the year ended December 31, 2025 was $235.

NOTE 2 – CONCENTRATION OF CREDIT RISK

The standard FDIC insurance amount is set to $250,000 per depositor, per insured bank; and, therefore, amounts in excess of this $250,000 held by the Company during the current year were uninsured and uncollateralized. As of December 31, 2025, all funds were fully insured.

NOTE 3 – INVESTMENTS AND RELATED PARTY TRANSACTIONS

As of December 31, 2025, the Company had the following investments:

Investment in:	Ownership Percentage:	Investment Balance January 1, 2025	2025 Investment	(Distributions received) Contributions made	Investment Balance December 31, 2025
OU Tampa Bay LLC	35%	$ (53,943)	$ 44,296	$ (1,491)	$ (11,138)
OU Murray LLC	50%	(23,616)	126,836	(106,830)	(3,610)
OU South Central LLC	45%	(87,312)	(47,990)	22,417	(112,885)
OU Owensboro LLC	25%	(35,041)	59,695	(60,098)	(35,444)
OU Evansville LLC	25%	19,121	30,214	(37,091)	12,244
OU Hopkinsville LLC	40%	(28,100)	104,113	(82,799)	(6,786)
OU Cincinnati LLC	25%	(54,432)	7,477	-	(46,955)
OU London LLC	25%	(40,627)	(7,024)	12,500	(35,151)
OU Memphis LLC	35%	(95,910)	(130,103)	17,503	(208,510)
		$ (399,860)	$ 187,514	$ (235,889)	$ (448,235)

The Company also had the following transactions with the owned entities:

Optimize U Portland, LLC paid $47,882 for franchise royalty income for the year ended December 31, 2025.

Optimize U Ladera Ranch, LLC paid $14,330 for franchise royalty income for the year ended December 31, 2025.

Optimize U Chattanooga, LLC paid $286,629 for franchise royalty income for the year ended December 31, 2025.

Optimize U Jeffersonville, LLC paid $52,933 for franchise royalty income for the year ended December 31, 2025.

Optimize U Louisville, LLC paid $161,067 for franchise royalty income for the year ended December 31, 2025.

Optimize U Ashville, LLC paid $0 for franchise royalty income for the year ended December 31, 2025.

Optimize U Chandler, LLC paid $23,105 for franchise royalty income for the year ended December 31, 2025.

Optimize U Chula Vista, LLC paid $53,149 for franchise royalty income for the year ended December 31, 2025.

Optimize U Fayetteville, LLC paid $49,052 for franchise royalty income for the year ended December 31, 2025.

Optimize U Fresno, LLC paid $6,668 for franchise royalty income for the year ended December 31, 2025.

Optimize U Knoxville, LLC paid $11,171 for franchise royalty income for the year ended December 31, 2025.

Optimize U Meridian, LLC paid $4,960 for franchise royalty income for the year ended December 31, 2025.

The Company also received $773,663 for management services provided by the Company for the year ended December 31, 2025.

The Company has balances due from related parties, including $6,000 due from J Hudson LLC, $2,500 due from Optimize U Belle Meade, and $9,400 due from Optimize U Meridian. There are no formal terms of repayment on these balances.

The Company has balances due to related parties, including $621,022 due to Revive Management, LLC, and $30,000 due to J & J Exchange. The related parties share the same owners as Optimize U Holding, LLC. There are no formal terms of repayment on these balances.

NOTE 4 – COMPENSATED ABSENCES

The Company employees are entitled to compensation for vacation and sick days. The Company's policy is to recognize the costs of compensated absences when actually paid to employees.

NOTE 5 – SUBSEQUENT EVENTS

The Company has evaluated events through May 18, 2026, the date on which the financial statements were available for issuance.

NOTE 6 – NOTES PAYABLE

The Company has a $30,000 loan from PEAC Solutions for the purchase of equipment in June of 2024. The loan matures in June of 2028 with a 45.5% interest rate secured by the equipment. The balance outstanding on December 31, 2025, was $24,238.

Estimated future principal maturities on this note are as follows:

Year ended December 31, 2026	$ 6,643
Year ended December 31, 2027	10,383
Year ended December 31, 2028	7,212
Total	$ 24,238

OPTIMIZE U HOLDING, LLC

FINANCIAL STATEMENTS

December 31, 2024

OPTIMIZE U HOLDING, LLC
TABLE OF CONTENTS

ATA, PC
227 Oil Well Road Jackson, TN 38305
P 731.427.8571 F 731.424.5701

Independent Auditor's Report

To the Members
Optimize U Holding, LLC

Opinion

We have audited the accompanying financial statements of Optimize U Holding, LLC. (the Company) which comprise the balance sheet as of December 31, 2024, and the related statement of income, statement of members' equity, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2024, and the results of its operations and its cash flows for the year then ended, in accordance 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. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statement

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 generally accepted auditing standards 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 generally accepted auditing standards, we:

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

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

ATA, PC

Jackson, Tennessee
August 8, 2025

OPTIMIZE U HOLDING LLC
BALANCE SHEET
December 31, 2024

Assets	
Current assets:	
Cash and cash equivalents	$ 27,619
Total current assets	27,619
Property and equipment, at cost:	
Medical equipment	133,730
Less: allowance for depreciation	(48,177)
Net property and equipment	85,553
Other assets:	
Investment in OU Evansville	19,121
Total other assets	19,121
Total assets	**$ 132,293**
Liabilities and Members' Equity	
Current liabilities:	
Credit card payable	$ 211,703
Investment in OU Tampa Bay	53,943
Investment in OU Murray	23,616
Investment in OU South Central	87,312
Investment in OU Owensboro	35,041
Investment in OU Hopkinsville	28,100
Investment in OU Cincinnati	54,432
Investment in OU London	40,627
Investment in OU Memphis	95,910
Payroll liabilities	-
Current portion of long term notes payable	4,251
Total current liabilities	634,935
Long-term liabilities:	
Notes payable (net of current portion)	24,238
Total current liabilities	24,238
Total liabilities	659,173
Members' equity:	
Members' equity	(526,880)
Total members' equity	(526,880)
Total liabilities and members' equity	**$ 132,293**

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

OPTIMIZE U HOLDING LLC
STATEMENT OF INCOME
For the Year Ended December 31, 2024

Operating revenues:	
Royalties	$ 466,910
Franchise buy in fee	125,000
Equipment lease income	18,000
Management fee income	1,704,579
Total operating revenues	2,314,489
Operating expenses:	
Advertising	53,081
Credit loss expense	68,125
Bank Charges & Fees	501
Continuing Education	15,794
Contract labor	169,318
Cost of goods sold	925
Depreciation	14,589
Dues & Subscriptions	27,761
Employee Benefits	6,467
Legal & Professional Services	95,617
Management fee expense	1,813,875
Meals & Entertainment	9,260
Office Supplies & Software	11,768
Payroll Taxes	24,497
Rent & Lease	6,000
Repairs & Maintenance	5,739
Small tools and equipment	3,538
Software	15,328
Taxes & Licenses	3,530
Travel	147,791
Utilities	1,343
Wages	288,221
Other	11,681
Total operating expenses	2,794,749
Operating income	(480,260)
Other income (expense):	
Interest expense	(26,246)
Loss on investments	(134,488)
Total other income (expense)	(160,734)
Net loss	**$ (640,994)**

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

OPTIMIZE U HOLDING LLC
STATEMENT OF MEMBERS' EQUITY
For the Year Ended December 31, 2024

Balance at December 31, 2023 tax basis	$ (99,785)
Restatement of beginning balance - prior period adjustment	88,890
Balance at December 31, 2023 - restated	$ (10,895)
Net loss	(640,994)
Contributions	125,009
Balance at December 31, 2024	**$ (526,880)**

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

OPTIMIZE U HOLDING LLC
STATEMENT OF CASH FLOWS
For the Year Ended December 31, 2024

Cash flows from operating activities:	
Net loss	$ (640,994)
Adjustments to reconcile net income to net cash provided (used) by operating activities:	
Depreciation	14,589
Credit loss expense	68,125
Loss on investments	134,488
(Increase) decrease in current assets:	
Accounts receivable	(68,125)
Increase (decrease) in current liabilities:	
Credit card payable	211,703
Accrued liabilities	(1,254)
Net cash provided by (used in) operating activities	(281,468)
Cash flows from investing activities:	
Purchase of equipment	(25,358)
Contributions made to investments	(18,500)
Distributions received from investments	195,031
Collections (issuances) of due from related party	20,872
Net cash provided by (used in) investing activities	172,045
Cash flows from financing activities:	
Payments (proceeds) on notes payable	(1,511)
Owner contributions	125,009
Net cash provided by (used in) financing activities	123,498
Net increase (decrease) in cash	**14,075**
Cash and cash equivalents - beginning of year	13,544
Cash and cash equivalents - end of year	$ 27,619
Supplemental disclosures:	
Interest paid	$ (26,246)
Income taxes paid	$ -
Equipment purchased with issuance of debt	$ 30,000

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

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Business Activity

Optimize U Holding, LLC (the Company) was organized in Kentucky on August 10, 2020. The Company is the franchisor of Optimize U Louisville LLC, Optimize U Chattanooga LLC, Optimize U Ladera Ranch LLC, Optimize U Asheville LLC, Optimize U Fort Bragg LLC, and AME Recovery Labs LLC. The Company is a hormone, health, and wellness clinic serving clients in several states throughout the United States. The Company elected to become a S-corporation on August 10, 2020.

The accompanying financial statements have been prepared using the accrual basis of accounting.

B. Cash and Cash Equivalents

All highly liquid investments with a maturity of three months or less when purchased are considered to be cash equivalents.

C. Investments

During 2024, the Company invested $134,488 in various entities. Interest in the companies are valued and accounted for using the equity method. See Note 3 for the details of the investments.

D. Property and Equipment

Property and equipment are carried at cost. Depreciation is charged against income over the estimated useful lives of the assets, using the straight-line and accelerated methods of depreciation. Depreciation expense for the year ended December 31, 2024 was $14,589.

E. Revenue and Cost Recognition

The Company's revenues include royalty income from the franchises, management fee income for general and administration services provided, and equipment being leased by Optimize U Louisville LLC, Optimize U Chattanooga LLC, Optimize U Ladera Ranch LLC, Optimize U Asheville LLC, Optimize U Fort Bragg LLC, and AME Recovery Labs LLC and investment companies.

F. Credit Loss

As of December 31, 2024, credit loss expense is $68,125. As of December 31, 2024, management has evaluated the collectability of individual customer accounts and determined that all remaining balances are expected to be collected. Therefore, no allowance for credit loss is considered necessary. As of December 31, 2023, accounts receivable balance was $0.

G. Use of Estimates

Management uses estimates and assumptions in preparing these financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used.

H. Income taxes

The Company has elected to be treated as a S-corporation for federal income tax purposes and, as such, does not incur income taxes. Rather, all items of taxable income, deductions and tax credits are passed through to and are reported by the members on their respective individual income tax returns. Accordingly, these financial statements do not reflect a provision for income taxes, and the Company has no tax positions which must be considered for disclosure.

I. Advertising

Advertising costs are expensed as incurred. The advertising expense for the year ended December 31, 2024 was $53,081.

NOTE 2 – CONCENTRATION OF CREDIT RISK

The standard FDIC insurance amount is set to $250,000 per depositor, per insured bank; and, therefore, amounts in excess of this $250,000 held by the Company during the current year were uninsured and uncollateralized. As of December 31, 2024, all funds were fully insured.

NOTE 3 – INVESTMENTS AND RELATED PARTY TRANSACTIONS

As of December 31, 2024, the Company had the following investments:

Investment in:	Ownership Percentage:	Investment Balance January 1, 2024	2024 Investment	(Distributions received) Contributions made	Investment Balance December 31, 2024
OU Tampa Bay LLC	35%	$ (36,858)	$ (6,585)	$ (10,500)	$ (53,943)
OU Murray LLC	50%	(11,208)	83,131	(95,539)	(23,616)
OU South Central LLC	25%	(56,603)	(30,709)	-	(87,312)
OU Owensboro LLC	25%	(21,230)	30,789	(44,600)	(35,041)
OU Evansville LLC	25%	41,795	21,693	(44,367)	19,121
OU Hopkinsville LLC	50%	(4,762)	(23,338)	-	(28,100)
OU Cincinnati LLC	25%	-	(54,432)	-	(54,432)
OU London LLC	25%	-	(41,627)	1,000	(40,627)
OU Memphis LLC	35%	-	(113,410)	17,500	(95,910)
		$ (88,866)	$ (134,488)	$ (176,506)	$ (399,860)

The Company also had the following transactions with the owned entities:

Optimize U Louisville, LLC paid $153,816 for franchise royalty income for the year ended December 31, 2024

Optimize U Chattanooga, LLC paid $197,204 for franchise royalty income for the year ended December 31, 2024.

PDX, LLC paid $16,618 for franchise royalty income for the year ended December 31, 2024.

Optimize U Ladera Ranch, LLC paid $12,787 for franchise royalty income for the year ended December 31, 2024.

The Company also received $19,258 and $13,200 from OU Murray LLC and OU South Central LLC, respectively, for management services provided by the Company for the year ended December 31, 2024.

In addition, the Company also leases other office equipment on an as-needed basis. As of December 31, 2024, lease income was $18,000.

NOTE 4 – COMPENSATED ABSENCES

The Company employees are entitled to compensation for vacation and sick days. The Company's policy is to recognize the costs of compensated absences when actually paid to employees.

NOTE 5 – SUBSEQUENT EVENTS

The Company has evaluated events through August 8, 2025, the date on which the financial statements were available for issuance.

NOTE 6 – NOTES PAYABLE

The Company obtained a $30,000 loan from PEAC Solutions for the purchase of equipment in June of 2024. The loan matures in June of 2028 with a 45.5% interest rate secured by the equipment.

NOTE 7 – PRIOR PERIOD ADJUSTMENT

As of January 1, 2024, a prior period adjustment was made in the amount of $88,890 to restate beginning Members' equity. An adjustment for $44,784 was made to restate beginning accumulated depreciation to be in accordance with accounting principles generally accepted in the United States of America. An adjustment for $44,106 was also made to adjust the investment balances as of December 31, 2023 to agree to actual.

OPTIMIZE U HOLDING, LLC

FINANCIAL STATEMENTS – INCOME TAX BASIS

December 31, 2023

OPTIMIZE U HOLDING, LLC
TABLE OF CONTENTS

ATA, PLLC
227 Oil Well Road Jackson, TN 38305
P 731.427.8571 F 731.424.5701
www.atacpa.net

Independent Auditor's Report

To the Members
Optimize U Holding, LLC

Opinion

We have audited the accompanying financial statements of Optimize U Holding, LLC. (the Company) which comprise the balance sheet – income tax basis as of December 31, 2023, and the related statement of income – income tax basis, statement of members' equity, and cash flows – income tax basis for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2023, and its revenue and expenses and changes in members' equity for the year then ended, in accordance with the basis of accounting the Company uses for income tax purposes as described in Note 1.

Basis for Opinion

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

Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the basis of accounting the Company uses for income tax purposes, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to that matter.

Responsibilities of Management for the Financial Statement

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the income tax basis of accounting described in Note 1; this includes determining that the income tax basis of accounting is an acceptable basis for the presentation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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

Auditor's Responsibilities for the Audit of the Financial Statement

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 generally accepted auditing standards 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 generally accepted auditing standards, we:

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

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

ATA, PLLC

Jackson, Tennessee
September 6, 2024

OPTIMIZE U HOLDING LLC
BALANCE SHEET - INCOME TAX BASIS
December 31, 2023

Assets	
Current assets:	
Cash and cash equivalents	$ 13,544
Total current assets	13,544
Plant and equipment, at cost:	
Medical equipment	78,372
Less: allowance for depreciation	(78,372)
Net plant and equipment	-
Other assets:	
Due from Revive Management LLC	20,872
Total other assets	20,872
Total assets	**$ 34,416**
Liabilities and Members' Equity	
Current liabilities:	
Investment in OU Tampa Bay	$ 36,858
Investment in OU Murray	11,208
Investment in OU South Central	56,603
Investment in OU Owensboro	21,205
Investment in OU Evansville	2,311
Investment in OU Hopkinsville	4,762
Payroll liabilities	1,254
Total current liabilities	134,201
Members' equity:	
Members' equity	(99,785)
Total members' equity	(99,785)
Total liabilities and members' equity	**$ 34,416**

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

OPTIMIZE U HOLDING LLC
STATEMENT OF INCOME - INCOME TAX BASIS
For the Year Ended December 31, 2023

Operating revenues:	
Royalties	$ 306,741
Labor outsourcing income	51,710
Total operating revenues	358,451
Operating expenses:	
Advertising	1,074
Bank Charges & Fees	242
Continuing Education	7,406
Contractors	31,335
Donations	25
Dues & Subscriptions	247
Employee Benefits	5,788
Legal & Professional Services	13,553
Meals & Entertainment	1,798
Nondeductible Expense	1,076
Office Supplies & Software	350
Payroll Expense	8,984
Payroll Taxes	19,356
Pharmacy	10,453
Rent & Lease	17,027
Repairs & Maintenance	14,081
Security	2,431
Shipping	91
Simple IRA Expenses	5,402
Software	8,566
Supplies & Materials	5,907
Taxes & Licenses	4,423
Travel	23,742
Wages	243,938
Other	(8,514)
Total operating expenses	418,781
Operating income	(60,330)
Other income (expense):	
Interest income	42
Loss on investments	(52,898)
Total other income (expense)	(52,856)
Net income	**$ (113,186)**

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

OPTIMIZE U HOLDING LLC
STATEMENT OF MEMBERS' EQUITY - INCOME TAX BASIS
For the Year Ended December 31, 2023

Balance at December 31, 2022	$	(3,630)
Restatement of beginning balance - prior period adjustment		15,583
Balance at December 31, 2022 - restated	$	11,953
Net loss		(113,186)
Distributions		(1,294)
Contributions		2,742
Balance at December 31, 2023	**$**	**(99,785)**

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

OPTIMIZE U HOLDING LLC
STATEMENT OF CASH FLOWS - INCOME TAX BASIS
For the Year Ended December 31, 2023

Cash flows from operating activities:	
Net income	$ (113,186)
Adjustments to reconcile net income to net cash provided (used) by operating activities:	
Loss on investments	52,898
(Increase) decrease in current assets:	
Other receivable	19,950
Accrued liabilities	(5,782)
Net cash provided by (used in) operating activities	(46,120)
Cash flows from investing activities:	
Distributions received from investments	49,260
Collections (issuances) of due from related party	(14,371)
Net cash provided by (used in) investing activities	34,889
Cash flows from financing activities:	
Owner distributions	(1,294)
Owner contributions	2,742
Net cash provided by (used in) financing activities	1,448
Net increase (decrease) in cash	**(9,783)**
Cash and cash equivalents - beginning of year	23,327
Cash and cash equivalents - end of year	$ 13,544

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

OPTIMIZE U HOLDING, LLC
NOTES TO THE FINANCIAL STATEMENTS – INCOME TAX BASIS
December 31, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Business Activity

Optimize U Holding, LLC (the Company) was organized in Kentucky on August 10, 2020. The Company is the franchisor of Optimize U Louisville LLC, Optimize U Chattanooga LLC, Optimize U Ladera Ranch LLC, Optimize U Asheville LLC, Optimize U Fort Bragg LLC, and AME Recovery Labs LLC. The Company is a hormone, health, and wellness clinic serving clients in several states throughout the United States. The Company elected to become a S-corporation on August 10, 2020.

The accompanying financial statements have been prepared using income tax basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Under this basis, revenues and related assets are recognized when received rather than when earned and expenses are recognized when paid rather than when the obligation is incurred. The tax basis matches the Company’s tax return.

B. Cash and Cash Equivalents

All highly liquid investments with a maturity of three months or less when purchased are considered to be cash equivalents.

C. Investments

During 2023, the Company invested $52,898 in various entities. Interest in the companies are valued at net tax value and accounted for using the equity method. See Note 3 for the details of the investments.

D. Property and Equipment

Property and equipment are carried at cost. Depreciation is charged against income over the estimated useful lives of the assets, using the straight-line and accelerated methods of depreciation. Depreciation expense for the year ended December 31, 2023 was $0.

E. Revenue and Cost Recognition

The Company's revenues include royalty income from the franchises and equipment being leased by Optimize U Louisville LLC, Optimize U Chattanooga LLC, Optimize U Ladera Ranch LLC, Optimize U Asheville LLC, Optimize U Fort Bragg LLC, and AME Recovery Labs LLC.

F. Use of Estimates

The preparation of financial statements in conformity with the tax basis of accounting principles generally accepted in the United Stated of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

G. Income taxes

The Company has elected to be treated as a S-corporation for federal income tax purposes and, as such, does not incur income taxes. Rather, all items of taxable income, deductions and tax credits are passed through to and are reported by the members on their respective individual income tax returns. Accordingly, these financial statements do not reflect a provision for income taxes, and the Company has no tax positions which must be considered for disclosure.

H. Advertising

Advertising costs are expensed as incurred. The advertising expense for the year ended December 31, 2023 was $1,074.

NOTE 2 – CONCENTRATION OF CREDIT RISK

The standard FDIC insurance amount is set to $250,000 per depositor, per insured bank; and, therefore, amounts in excess of this $250,000 held by the Company during the current year were uninsured and uncollateralized. As of December 31, 2023, all funds were fully insured.

NOTE 3 – INVESTMENTS AND RELATED PARTY TRANSACTIONS

As of December 31, 2023, the Company had the following investments:

Investment in:	Ownership Percentage:	Investment Balance January 1, 2023	2023 Investment	Distributions received	Other adjustment	Investment Balance December 31, 2023
OU Tampa Bay LLC	35%	$ -	$ (36,848)	$ -	$ (10)	$ (36,858)
OU Murray LLC	50%	(24,089)	62,428	(49,260)	(287)	(11,208)
OU South Central LLC	25%	(5,865)	(50,200)	-	(538)	(56,603)
OU Owensboro LLC	25%	-	(21,205)	-	-	(21,205)
OU Evansville LLC	25%	-	(2,311)	-	-	(2,311)
OU Hopkinsville LLC	50%	-	(4,762)	-	-	(4,762)
		$ (29,954)	$ (52,898)	$ (49,260)	$ (835)	$ (132,947)

The Company also had the following transactions with the owned entities:

Optimize U Louisville, LLC paid $139,630 for franchise royalty income for the year ended December 31, 2023

Optimize U Chattanooga, LLC paid $104,400 for franchise royalty income for the year ended December 31, 2023.

PDX, LLC paid $24,315 for franchise royalty income for the year ended December 31, 2023.

Optimize U Ladera Ranch, LLC paid $38,396 for franchise royalty income for the year ended December 31, 2023.

The Company’s member owns multiple location in Kentucky, Missouri, and Tennessee and will pay expenses on their behalf. Reve Management, LLC owes the company $20,872 for payroll related costs for the year ended December 31, 2023.

In addition, the Company also leases other office equipment on an as-needed basis. There was no lease income as of December 31, 2023.

NOTE 4 – COMPENSATED ABSENCES

The Company employees are entitled to compensation for vacation and sick days. The Company's policy is to recognize the costs of compensated absences when actually paid to employees.

NOTE 5 – SUBSEQUENT EVENTS

The Company has evaluated events through September 6, 2024, the date on which the financial statements were available for issuance.

NOTE 6 – PRIOR PERIOD ADJUSTMENT

As of January 1, 2023, a prior period adjustment was made in the amount of $15,583 to restate beginning Members' equity. An adjustment for $19,750 was made to allocate a reimbursement received in the 2023 year for a receivable that should have been reflected as of December 31, 2022. An adjustment for ($4,167) was also made to adjust the investment balances as of December 31, 2022 to agree to actual.

EXHIBIT B

FRANCHISE AGREEMENT

OPTIMIZE U

FRANCHISE AGREEMENT

TABLE OF CONTENTS

Page

OPTIMIZE U HOLDING LLC

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "Agreement") is dated as of ________________, 20___ (the "Effective Date"), by and between OPTIMIZE U HOLDING LLC, a Kentucky limited liability company ("Franchisor"), and ______________________________ ("Franchisee").

WITNESSETH:

WHEREAS, as the result of the expenditure of time, skill, effort and money, Franchisor has developed and owns a unique and distinctive system ("System") relating to the establishment and operation of optimization centers offering recovery modalities that include, but are not limited to, hormone optimization, whole body cryotherapy, infrared saunas, and compression therapy to the general public, under the trade name "Optimize U."

WHEREAS, the distinguishing characteristics of the System include, without limitation, distinctive exterior and interior design, I, color scheme, and furnishings; proprietary products and techniques; proprietary and uniform standards, specifications, and procedures for operations; quality and uniformity of products and services offered; procedures for inventory, management and financial control; training and assistance; a recommended standardized system for the operation of the business; and advertising and promotional programs; all of which may be changed, improved, and further developed by Franchisor from time to time;

WHEREAS, Franchisor identifies the System by means of certain trade names, service marks, trademarks, logos, emblems and indicia of origin, including, but not limited to, the mark "Optimize U" and such other trade names, service marks, and trademarks as are now designated (and may hereafter be designated by Franchisor in writing) for use in connection with the System (hereinafter referred to as "Marks");

WHEREAS, Franchisor continues to develop, use and control the use of such Marks in order to identify for the public the source of services and products marketed thereunder and under the System, and to represent the System's high standards of quality, appearance and service;

WHEREAS, Franchisor intends to control the use of the System and the Proprietary Marks for the benefit and exclusive use of itself and its franchisees in order to identify the franchise to the public as a franchise which represents the highest standards of quality and service;

WHEREAS, Franchisee understands and acknowledges the importance of Franchisor's high standards of quality, cleanliness, appearance and service and the necessity of operating the business franchised hereunder in conformity with Franchisor's standards and specifications; and

WHEREAS, Franchisee desires to use the System in connection with the operation of a Franchise at the location specified in Attachment A hereto, as well as to receive the training and other assistance provided by Franchisor in connection therewith;

WHEREAS, Franchisee desires to use the System in Franchisee's business and to be franchised by, and become a franchisee of, Franchisor in a network of such businesses under the terms and conditions contained in this Agreement.

NOW, THEREFORE, the parties, in consideration of the mutual undertakings and commitments set forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

ARTICLE I. GRANT

1.1 Grant. Franchisor hereby grants to Franchisee, upon the terms and conditions in this Agreement, the right and license, and Franchisee hereby accepts the right and obligation, to operate a franchise under the Marks and the System in accordance with this Agreement (the "Franchise" or the "Franchised Business"). Franchisee and the Controlling Principals (as defined in Section 18.21) have represented to Franchisor that they have entered this Agreement with the intention to comply fully with the obligations to construct a Franchise hereunder and not for the purpose of reselling the rights to develop the Franchise hereunder. Franchisee and the Controlling Principals understand and acknowledge that Franchisor has granted such rights in reliance on the business skill, financial capacity, personal character of, and expectations of performance hereunder by Franchisee and the Controlling Principals and that this Agreement and the rights and obligations hereunder may not be transferred until after the Franchise is open for business to the public and in accordance with Section 2.7.

1.2 Location. The specific street address of the Franchise location consented to by Franchisor shall be set forth in Attachment A (the "Location"). Franchisee shall not relocate the Franchise without the prior written consent of Franchisor. This Agreement does not grant to Franchisee the right or license to operate the Franchise or to offer or sell any products or services described under this Agreement at or from any other location. If Franchisee is unable to continue the operation of the Franchise at the Location because of the occurrence of a *Force Majeure* event (as described in Section 16.2(e), then Franchisee may request the consent of Franchisor to relocate the Franchise to another location in the Assigned Area. If Franchisor consents to Franchisee's request to relocate the Franchise, then Franchisee shall comply with the site selection and construction procedures set forth in Article II.

1.3 Assigned Area. Upon the execution of this Agreement, Franchisee will be assigned a primary area of operation ("Assigned Area") that will also be described in Attachment A. Except as provided in this Agreement, and subject to Franchisee's and the Controlling Principals' full compliance with this Agreement, any other agreement among Franchisee or any of its affiliates (defined as any entity that is controlled by, controlling or under common control with such other entity) and Franchisor or any of its affiliates, neither Franchisor nor any affiliate shall establish or authorize any other person or entity, other than Franchisee, to establish a Franchise in the Assigned Area during the term of this Agreement. Franchisee acknowledges and understands that the rights granted hereunder pertain only to the establishment of a Franchise. The Assigned Area shall be determined by Franchisor in its sole discretion. Furthermore, Franchisor or its affiliates has the right to operate, may currently operate and may acquire and operate businesses which sell products and services which may be similar to those offered by the franchised business under names or marks different than the Marks in the Assigned Area. Franchisee acknowledges and agrees that Franchisor operates optimization centers under the Marks, and further agrees and acknowledges that the license granted hereby is only for the operation of one optimization center. Accordingly, in the Assigned Area, Franchisor and its affiliates may also offer and sell (and may authorize others to offer and sell) collateral products under the Marks, at or from any location, such as branded products and memorabilia. Notwithstanding the above, it is the express intent of the parties that Franchisor shall not establish or cause to be established in the Assigned Area any business or operation that offers and sells those products or services that Franchisee is required to offer and sell at its franchise location.

1.4 Area of Primary Responsibility. After Franchisee's selection of a Location for the Franchise, Franchisee shall also be assigned an Area of Primary Responsibility (the "Area of Primary Responsibility") by Franchisor, which shall be set forth in Attachment A. Franchisee shall make all commercially reasonable efforts to advertise and promote the franchised business in its Area of Primary Responsibility in accordance with Article VIII. Franchisee's Area of Primary Responsibility shall not be exclusive to Franchisee for any purpose except to the extent it includes the Assigned Area.

1.5 Improvements. It is understood that Franchisor constantly is working to improve its franchise System. Franchisor reserves the right to change the System or any part of the System, including, without limitation, its Marks, at any time upon reasonable notice to Franchisee, and as changed, it shall remain the System referred to in this Agreement.

1.6 Variations. Franchisee acknowledges that because complete and detailed uniformity under many varying conditions may not be possible or practical, Franchisor specifically reserves the right and privilege, at its sole discretion and as it may deem in the best interests of all concerned in any given circumstance, to vary standards for any System franchisee based upon the peculiarities of the particular site or circumstance, business potential, trade area, existing business practices or any other condition that Franchisor deems to be of importance to the successful operation of such franchisee's business. Franchisee shall not be entitled to require Franchisor to disclose or grant to Franchisee a like or similar variation hereunder.

ARTICLE II. SITE SELECTION, PLANS AND CONSTRUCTION

2.1 Franchisee's Responsibility. Franchisee assumes all cost, liability, expense, and responsibility for locating, obtaining, and developing a site for the Franchise within the Assigned Area and for constructing and equipping the Franchise at such site. Franchisee shall not make any binding commitment to a prospective vendor or lessor of real estate with respect to a site for the Franchise unless the site is accepted as set forth below. Franchisee acknowledges that the location, selection, procurement and development of a site for the Franchise is Franchisee's responsibility; that in discharging such responsibility Franchisee may consult with real estate and other professionals of Franchisee's choosing; and that Franchisor's consent to a prospective site and the rendering of assistance in the selection of a site does not constitute a representation, promise, warranty or guarantee, express or implied, by Franchisor that the Franchise operated at that site will be profitable or otherwise successful.

2.2 Site Selection.

(a) Consent to Site. Prior to acquiring by lease or purchase a site for the Franchise, Franchisee shall locate a site for the Franchise that satisfies the site selection guidelines provided to Franchisee by Franchisor pursuant to Section 5.1 and shall submit to Franchisor in the form specified by Franchisor a description of the site, including evidence satisfactory to Franchisor demonstrating that the site satisfies Franchisor's site selection guidelines, together with such other information and materials as Franchisor may reasonably require, including, but not limited to, a letter of intent or other evidence satisfactory to Franchisor that confirms Franchisee's favorable prospects for obtaining the site. Recognizing that time is of the essence, Franchisee agrees that it will submit such information and materials for the proposed site to Franchisor for its consent no later than thirty (30) days after the execution of this Agreement. Franchisor shall have thirty (30) days after receipt of this information and materials to consent, in its sole discretion, to the proposed site as the location for the Franchise. Franchisee hereby waives and releases any right or claim against Franchisor arising in connection with the selection or acceptance of Franchisee's business location, including, without limitation, the failure of the accepted location to fulfill Franchisee's financial or other expectations. No site may be used for the location of the Franchise unless it Is consented to in writing by Franchisor.

(b) Acquisition of Site. If Franchisee will purchase the premises for the Franchise, Franchisee shall submit a copy of the proposed contract of sale to Franchisor for its written consent prior to its execution and shall furnish to Franchisor a copy of the executed contract of sale within ten (10) days after execution. If Franchisee will occupy the premises of the Franchise under a lease, Franchisee shall submit a copy of the lease to Franchisor for written consent prior to its execution and shall furnish to Franchisor a copy of the executed lease within ten (10) days after execution. No lease for the Franchise premises shall be consented to by Franchisor unless a collateral assignment of lease, in substantially the form attached as Attachment B, is executed by Franchisee. Franchisor shall have fifteen (15) days after receipt of the lease or the proposed contract of sale to consent to such documentation prior to its execution. Within forty-five (45) days after Franchisor has consented to the site for the Franchise (or such longer period as Franchisor consents to in writing), Franchisee shall acquire such site by purchase or lease. Failure by Franchisee to acquire the site for the Franchise within the time and in the manner required herein shall constitute a material event of default under this Agreement.

(c) Description of Site. After a location for the Franchise is consented to by Franchisor and acquired by Franchisee pursuant to this Agreement, the location shall be described in Attachment A.

2.3 Zoning and Permits. Franchisee shall be responsible for obtaining all zoning classifications and clearances that may be required by state or local laws, ordinances or regulations or that may be necessary as a result of any restrictive covenants relating to the Franchise premises. Prior to beginning the construction of the Franchise, Franchisee shall (a) obtain all permits, licenses and certifications required for the lawful construction or remodeling and operation of the Franchise, and (b) certify in writing to Franchisor that the insurance coverage specified in Article XII is in full force and effect and that all required approvals, clearances, permits and certifications have been obtained. Upon request, Franchisee shall provide to Franchisor additional copies of Franchisee's insurance policies or certificates of insurance and copies of all such approvals, clearances, permits, and certifications.

2.4 Plans and Specifications. Franchisee must retain, at its own expense, a licensed architect to design the buildout of the Franchise. Franchisee's architect shall adapt the prototypical architectural and design plans and specifications for construction of the Franchise provided to Franchisee by Franchisor in accordance with Section 5.1(c) as necessary for the construction of the Franchise and shall submit such adapted plans to Franchisor or its designated representative for review. If Franchisor or its representative determines, in its sole discretion, that any such plans are not consistent with the best interests of the System, Franchisor may prohibit the implementation of such plans, and in this event will notify Franchisee of any objection(s) within thirty (30) days of receiving such plans. If Franchisor or its representative fails to notify Franchisee of an objection to the plans within this time period, Franchisee may use such plans. If Franchisor or its representative objects to any such plans, Franchisor or its representative shall provide Franchisee with a reasonably detailed list of changes necessary to make the plans acceptable. Within twenty (20) days of receiving such objections, Franchisee shall incorporate the requested changes into such plans and resubmit them to Franchisor or its representative for review. Franchisor or its representative shall notify Franchisee within fifteen (15) days of receiving the resubmitted plans whether the plans are acceptable. If Franchisor or its representative fails to notify Franchisee of any objection within such time period, Franchisee may use the resubmitted plans. Franchisee acknowledges that Franchisor's or its representative's review of such plans relates only to compliance with the System and that acceptance by Franchisor of such plans does not constitute a representation, warranty, or guarantee, express or implied, by Franchisor or its representative that such plans are accurate or free of error concerning their design or structural application.

2.5 Construction. Franchisee shall not commence construction or remodeling of the Franchise until Franchisor has consented to the use of plans in accordance with Section 2.4. Upon Franchisor's consent to the use of the plans, Franchisee shall commence and diligently pursue construction or remodeling (as applicable) of the Franchise. Franchisee shall utilize Franchisor's Construction Site Manager to oversee the construction of Franchisee's franchised location. A fee will be paid to the Construction Site Manager for those services. Commencement of construction shall be defined as the time at which any site work is initiated by or on behalf of Franchisee at the location accepted for the Franchise. Site work includes, without limitation, paving of parking areas, installing outdoor lighting and sidewalks, extending utilities, demising of interior walls, and demolishing of any existing premises. During the time of construction or remodeling, Franchisee shall provide Franchisor or its designated representative with such periodic reports regarding the progress of the construction or remodeling as may be reasonably requested by Franchisor or its representative. In addition, Franchisor or its representative shall make such on-site inspections, as it may deem reasonably necessary to evaluate such progress. Franchisee shall notify Franchisor of the scheduled date for completion of construction or remodeling no later than thirty (30) days prior to such date. Within a reasonable time after the date of completion of construction or remodeling, Franchisor or its representative, at its option, may conduct an inspection of the completed Franchise. Franchisee acknowledges and agrees that it will not open the Franchise for business without the written authorization of Franchisor and that authorization to open shall be conditioned upon Franchisee's strict compliance with this Agreement.

2.6 Opening. Franchisee acknowledges that time is of the essence. Subject to Franchisee's compliance with the conditions stated below, Franchisee shall open the Franchise and commence business within nine (9) months after Franchisee has completed real estate and development training under Section 6.5, unless Franchisee obtains an extension of such time period from Franchisor in writing, the granting of which extension shall not be unreasonably withheld by Franchisor. The date the Franchise opens for business to the public as provided herein ("Opening Date") shall be set forth in Attachment A. Prior to opening, Franchisee shall complete all exterior and interior preparations for the Franchise, including installation of equipment, fixtures, furnishings and signs, in accordance with the plans and specifications consented to by Franchisor, and shall comply with all other pre-opening obligations of Franchisee, including, but not limited to, those obligations described in Article VI, to Franchisor's satisfaction. If Franchisee fails to comply with any of such obligations, Franchisor shall have the right to prohibit Franchisee from commencing business. Franchisee's failure to open the Franchise and commence business in accordance with the foregoing shall be deemed a material event of default under this Agreement.

2.7 Relocation.

(a) Franchisee may relocate the Franchise to a new location either inside Franchisee's Assigned Area or to any other area not previously assigned to or subject to an option of a franchise or company-owned unit or be within five (5) miles of a company-owned store, only upon the prior written approval of Franchisor, which shall be exclusive and binding. Franchisor's determination of whether or not to permit the relocation shall be based on a number of criteria such as other franchisees' Assigned Areas, location of company-owned stores, and demographics.

(b) Franchisee must provide written notice of its intent to relocate to the Franchisor, specifically identifying the exact location of the proposed relocation, no later than sixty (60) days prior to such proposed relocation. If Franchisor grants Franchisee's request to relocate, Franchisee must be operating at the new location within ten (10) days after closing the original location. Upon departure from the original location, Franchisee must remove all items that bear the franchise Marks and any and all other features that identify the original location as part of the franchise system.

(c) The franchise agreement term will not be extended for the time in which the franchised store was closed during relocation. Franchisee shall be obligated to pay royalties per the terms of the Franchise Agreement as if no relocation had occurred and notwithstanding any period that the store may be closed.

ARTICLE III.TERM AND RENEWAL

3.1 Initial Term. Unless sooner terminated as provided in Article XVI, the term of this Agreement shall begin on the Effective Date and shall expire on the earlier of (a) twenty (20) years from the Opening Date or (b) the expiration or termination of Franchisee's right to possess the Franchise premises.

3.2 Renewal. Franchisee may, at its option, renew the rights under this Agreement for consecutive terms of twenty (20) years each (provided that such renewal term shall automatically terminate upon the expiration or termination of Franchisee's right to possess the Franchise premises), subject to any or all of the following conditions that must, in Franchisor's discretion, be met prior to and at the time of renewal:

(a) Notice. Franchisee shall give Franchisor written notice of Franchisee's election to renew not less than six (6) months nor more than twelve (12) months prior to the end of the initial term or first renewal term, as applicable;

(b) Improvements. Franchisee shall repair or replace, at Franchisee's cost and expense, equipment (including electronic cash register, computer hardware or software systems), signs, interior and exterior I items, fixtures, furnishings, supplies and other products and materials required for the operation of the Franchise as Franchisor may reasonably require and shall obtain, at Franchisee's cost and expense, any new or additional equipment, fixtures, supplies and other products and materials that may be reasonably required by Franchisor for Franchisee to offer and sell new items or services from the Franchise or to provide the Franchise's services by alternative means and shall otherwise modernize the Franchise premises, equipment (including electronic cash register, computer hardware or software systems), signs, interior and exterior I items, fixtures, furnishings, supplies and other products and materials required for the operation of the Franchise, as reasonably required by Franchisor to reflect the then-current standards and image of the System as contained in the Manuals (as defined in Section 5.1(d)) or otherwise provided in writing by Franchisor;

(c) No Defaults. Franchisee shall not be in default of any provision of this Agreement, or any other agreement between Franchisee or any of its affiliates and Franchisor or any of its affiliates; and Franchisee shall have substantially and timely complied with all the terms and conditions of such agreements during the terms thereof;

(d) Monetary Obligations. Franchisee shall have satisfied all monetary obligations owed by Franchisee to Franchisor and its affiliates under this Agreement and any other agreement between Franchisee or any of its affiliates and Franchisor or any of its affiliates and shall have timely met those obligations throughout the terms thereof;

(e) Possession of Premises. Franchisee shall present satisfactory evidence that Franchisee has the right to remain in possession of the Franchise premises or obtain Franchisor's consent to a new site for the operation of the Franchise for the duration of the renewal term of this Agreement;

(f) Renewal Franchise Agreement. Franchisee shall execute Franchisor's then-current form of renewal franchise agreement, which agreement shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement, including, without limitation, a higher percentage royalty fee, advertising contribution or expenditure requirement; provided, however, that Franchisee shall not be obligated to pay an initial franchise fee to Franchisor;

(g) Release. Franchisee and the Controlling Principals shall execute a general release of any and all claims against Franchisor and its affiliates, and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, in their corporate and individual capacities, including, without limitation, claims arising under this Agreement or under federal, state or local laws, rules, regulations or orders;

(h) Qualification and Training. Franchisee shall comply with Franchisor's then-current qualification and training requirements; and

(i) Non-Renewal. Notwithstanding the foregoing, Franchisor shall not be obligated to renew this Agreement if Franchisor has determined in good faith to cease carrying on its business in the Assigned Area and has given Franchisee at least one hundred eighty (180) days notice of its intent not to renew and has otherwise complied with applicable law concerning renewal of franchises.

ARTICLE IV. FEES

4.1 Franchise Fee. In consideration of the franchise and license granted to Franchisee herein, and the assistance, training, System, Marks, trade secrets, and other materials and services to be received by Franchisee, Franchisee shall pay to Franchisor an initial franchise fee of Fifty Thousand Dollars ($50,000) upon execution of this Agreement. Alternatively, Franchisee may elect to pay 50% of the initial franchise fee upon execution of this Agreement, 25% within two (2) months of the execution of this Agreement, and the remaining 25% by the Opening Date. If Franchisee pays the entire $50,000 upon execution and terminates the Agreement within two months, Franchisor will refund $25,000 of the initial franchisee fee. If Franchisee pays the entire $50,000 upon execution and terminates the Agreement more than two months after execution but before the Opening Date, Franchisor will refund $12,000 of the initial franchise fee. Franchisor will not refund any portion of the initial franchise fee after the Opening Date.

The franchise fee is fully earned by Franchisor upon execution of this Agreement in consideration of the administrative and other expenses incurred by Franchisor in granting the franchise hereunder and for its lost or deferred opportunity to grant such franchise to any other party. The initial franchise fee payment shall become the sole property of Franchisor and shall not be refunded in any event, except as provided herein. No rights or privileges under this Agreement shall exist until the initial franchise fee is paid. Franchisor and Franchisee expressly agree that the grant of a franchise and the initial franchise fee afford Franchisee no rights regarding additional franchises. If a license or permit from a governmental agency is required in order for Franchisee to operate the franchised business, and the agency refuses to grant Franchisee a license after Franchisee has taken all required and reasonable steps to obtain the license, then Franchisee shall be entitled to a refund of ninety percent (90%) of the Franchise Fee, less travel expenses incurred by Franchisor.

4.2 Royalty.

(a) Royalty Fee. During the term of this Agreement, except as set forth below, Franchisee shall pay to Franchisor, in partial consideration for the rights herein granted, a continuing royalty fee ("Royalty Fee") of thirteen percent (13%) of Gross Profit. Such royalty fee shall be due and payable each calendar month ("Accounting Period") based on the Gross Profit for the preceding calendar month so that it is received by Franchisor by electronic fund transfer ("EFT") on or before the fifteenth day following the end of each Accounting Period.

(b) Royalty Report. Each such royalty fee shall be preceded by a royalty report itemizing the Gross Profit, including a breakdown of the cost of goods sold, for the preceding Accounting Period ("Royalty Report") and any other reports required hereunder. Notwithstanding the foregoing, Franchisee shall provide Franchisor with such Gross Profit information on the fifteenth day following the Accounting Period (or next business day if the fifteenth day is not a business day) by modem or, if not reasonably available, by facsimile transmission or such other method of delivery as Franchisor may reasonably direct.

(c) Electronic Funds Transfer. Franchisee agrees that Franchisor shall have the right to withdraw funds from Franchisee's designated bank account each Accounting Period by EFT in the amount of the royalty fee described above. Such withdrawals shall be drawn on the fifteenth day of each month for the amount of the royalty due with respect to Franchisee's Gross Profit for the preceding Accounting Period, as evidenced by the Royalty Report. If the Royalty Report has not been received within the time period required by this Agreement, then Franchisor may process an EFT for the royalty for the subject Accounting Period based on (i) information regarding Franchisee's Gross Profit for the preceding Accounting Period obtained by Franchisor in the manner contemplated by Section 7.5(e), or (ii) the most recent Royalty Report provided to Franchisor by Franchisee; provided that if a Royalty Report for the subject Accounting Period is subsequently received and reflects (A) that the actual amount of the royalty due was more than the amount of the EFT by Franchisor, then Franchisor shall be entitled to withdraw additional funds through EFT from Franchisee's designated bank account for the difference; or (B) that the actual amount of the royalty due was less than the amount of the EFT by Franchisor, then Franchisor shall, at its option, return the excess amount to Franchisee or credit the excess amount to the payment of Franchisee's future royalty obligations.

Upon execution of this Agreement and at any time thereafter at Franchisor's request, Franchisee shall execute such documents or forms as Franchisor deems necessary for Franchisor to process EFTs from Franchisee's designated bank account for the payments due hereunder. Should any EFT not be honored by Franchisee's bank for any reason, Franchisee agrees that it shall be responsible for that payment plus a service charge applied by Franchisor and the bank, if any. Franchisee further agrees that it shall at all times maintain in the designated bank account funds sufficient to pay all royalty and required Fund contributions when due. If royalty payments are not received when due, interest may be charged by Franchisor in accordance with Section 4.2(d). Upon written notice to Franchisee, Franchisee may be required to pay such royalty fees directly to Franchisor, by another method of payment, in lieu of EFT at Franchisor's sole discretion. Franchisee shall coordinate with Franchisor any changes in its depository account so that no interruptions in the automatic disbursement of the Royalty Fee or other amounts occur.

(d) Interest. Franchisee shall not be entitled to withhold payments due Franchisor under this Agreement on grounds of alleged nonperformance by Franchisor hereunder. Any payment or report not actually received by Franchisor on or before such date shall be deemed overdue. Time is of the essence with respect to all payments to be made by Franchisee to Franchisor. All unpaid obligations under this Agreement shall bear interest from the date due until paid at the lesser of (i) twelve percent (12%) per annum, or (ii) the maximum rate allowed by applicable law. Notwithstanding anything to the contrary contained herein, no provision of this Agreement shall require the payment or permit the collection of interest in excess of the maximum rate allowed by applicable law. If any excess of interest is provided for herein, or shall be adjudicated to be so provided in this Agreement, the provisions of this paragraph shall govern and prevail, and neither Franchisee nor its Principals shall be obligated to pay the excess amount of such interest. If for any reason interest in excess of the maximum rate allowed by applicable law shall be deemed charged, required or permitted, any such excess shall be applied as a payment and reduction of any other amounts that may be due and owing hereunder, and if no such amounts are due and owing hereunder then such excess shall be repaid to the party that paid such interest.

(e) Late Fee. If the payments or reports are not received by Franchisor as required by this Section, Franchisee shall pay to Franchisor, in addition to the overdue amount, a fee of Fifty Dollars ($50) per day for each day that the royalty is unpaid or the report is not received. This fee is reasonably related to Franchisor's costs resulting from the delay in payment and/or receipt of any report, is not a penalty, and is in addition to any other remedy available to Franchisor under this Agreement for Franchisee's failure to pay royalties and/or submit reports in accordance with the terms of this Agreement. If for any reason the fee of Fifty Dollars ($50) is deemed to be interest charged, required or permitted, in excess of the maximum rate allowed by applicable law, any such excess shall be applied as a payment and reduction of any other amounts that may be due and owing hereunder, and if no such amounts are due and owing hereunder, then such excess shall be repaid to the party that paid such amount.

4.3 Gross Profit. "Gross Revenue" means all revenue, receipts, income, fees, and other consideration derived from or attributable to the franchised business or use of the Marks or System, whether from the sale of products, services, memberships, packages, recurring charges, consultations, assessments, retail sales, wellness services, recovery services, administrative fees, or other authorized business activities, whether received at or away from the franchised location, and whether collected directly or indirectly, but excluding only: (a) sales, use, or similar taxes collected from customers and timely remitted to the appropriate taxing authority; and (b) bona fide customer refunds or credits actually issued.

"Gross Profit" means Gross Revenue minus only the following documented, direct cost-of-goods-sold categories actually incurred in connection with authorized products and services of the franchised business: (i) laboratory costs billed by third-party laboratories; (ii) pharmacy acquisition costs for medications dispensed or provided through the franchised business; (iii) acquisition cost of supplements, nutraceuticals, or other retail products sold to customers; and (iv) therapy disposables, meaning single-use, per-treatment consumable supplies directly consumed in the delivery of authorized services, including without limitation IV bags, IV tubing, IV administration sets, needles, syringes, sterile gloves, alcohol wipes, disinfectant supplies used on a per-treatment basis and reasonably allocable to specific service delivery, ozone-specific consumable components, exosome product doses, and similar single-use treatment supplies approved by Franchisor for inclusion within the System.

Gross Profit shall not be reduced by payroll, provider compensation, rent, occupancy expense, utilities, administrative labor, marketing expense, merchant processing fees, software fees, bad debt, chargebacks except to the extent refunded to the customer, legal fees, accounting fees, management fees, depreciation, amortization, franchise fees, licensing costs, maintenance costs, service contracts, repairs, leasing costs, training costs, insurance, financing costs, or any other operating expense not expressly listed above.

For the avoidance of doubt, Gross Profit shall not be reduced by the cost of any equipment, device, machinery, furniture, fixture, capital asset, or quasi-capital asset used in the business, including without limitation EBOO machines, ozone generators, shockwave devices, infrared sauna equipment, red light devices, cryotherapy equipment, IV pumps, DEXA-related equipment, diagnostic equipment, EMR systems, computers, tablets, telehealth hardware, maintenance agreements for such equipment, replacement parts, or similar items. Consumables that are bundled with, used in connection with, or incidental to equipment-based services shall not be deductible **except for consumables expressly listed in clause (iv) above**.

All deductions from Gross Revenue in arriving at Gross Profit must be supported by contemporaneous invoices, purchase records, and such additional documentation as Franchisor may reasonably require. Franchisor shall have the right to inspect supporting records for all claimed deductions. No amount paid to any related party of Franchisee in excess of fair market value shall be deductible in calculating Gross Profit.

4.4 Marketing Fund Contribution. Franchisee shall pay to Franchisor marketing fund contributions described in Article VIII.

4.5 Security Interest. Franchisee hereby grants Franchisor a security interest in the following, whether now owned or hereafter acquired: all of Franchisee’s inventory; Franchisee’s motor vehicles; Franchisee’s equipment; Franchisee’s accounts; Franchisee’s accounts receivable; Franchisee’s general intangibles; Franchisee’s furniture, furnishings and equipment; replacement parts and accessories; supplies; proceeds from collateral, all returns, replacements, substitutions, and the like.

ARTICLE V. FRANCHISOR’S OBLIGATIONS

5.1 Franchisor Services. Franchisor agrees to provide the services described below with regard to the Franchise:

(a) Site Selection Guidelines. Franchisor’s written site selection guidelines and such site selection assistance as Franchisor may deem advisable.

(b) On-Site Evaluation. At Franchisor’s discretion, such on-site evaluation as Franchisor may deem necessary on its own initiative or in response to Franchisee’s reasonable request for site evaluation; provided, however, that Franchisor shall not provide an on-site evaluation for any proposed site prior to the receipt of all required information and materials concerning such site prepared pursuant to Article II. If on-site evaluations are deemed appropriate by Franchisor, Franchisor shall not charge Franchisee any fee or related expenses for performing an on-site evaluation.

(c) Plans and Specifications. On loan, a set of prototypical design plans and specifications for a Franchise. Franchisee shall independently, and at Franchisee's expense, have such architectural and design plans and specifications adapted for construction of the Franchise in accordance with Article II.

(d) Manuals. On loan, one (1) Confidential Operations Manual and such other manuals and written materials as Franchisor shall have developed for use in the franchised business (as the same may be revised by Franchisor from time to time, the "Manuals"), as more fully described in Section 10.1.

(e) Visits. Visits to the Franchise and evaluations of the products sold and services rendered therein from time to time as reasonably determined by Franchisor, as more fully described in Section 7.5(d).

(f) Advertising Materials. Samples or camera-ready artwork of certain advertising and promotional materials and information developed by Franchisor from time to time for use by Franchisee in marketing and conducting local advertising for the Franchise.

(g) Operating Techniques. Advice and written materials concerning techniques of managing and operating the Franchise from time to time developed by Franchisor, including proprietary techniques, new developments and improvements in Franchise services.

(h) Merchandise. From time to time and at Franchisor's discretion, at a reasonable cost make available for resale to Franchisee's customers, certain merchandise identifying the System in sufficient amounts to meet customer demand. Similarly, Franchisor may make available from time to time certain Franchise equipment and items at a reasonable cost.

(i) List of Suppliers. A list of approved suppliers as described in Section 7.1 from time to time as Franchisor deems appropriate.

(j) Training. An initial training program for Franchisee's Operating Principal and other training programs in accordance with the provisions of Section 6.5.

(k) On-Site Assistance. On-site pre-opening and post-opening assistance at the Franchise in accordance with the provisions of Section 6.5(d).

(l) Ongoing Support. Franchisor's personnel will be available to Franchisee during Franchisor's regular business hours by telephone or email for consultation on any problems or questions that arise.

(m) Advertising Fund. Administration of an advertising fund in accordance with Article VIII, if and when such are established.

ARTICLE VI. FRANCHISEE'S AGREEMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS

Franchisee understands and acknowledges that every detail of the Franchise is important to Franchisor in order to develop and maintain high and uniform standards of quality, service, facilities, and techniques, to increase the demand for the System, and to protect the reputation and goodwill of Franchisor. Therefore, in addition to the covenants of Franchisee contained elsewhere in this Agreement, Franchisee agrees to the following representations, warranties, and covenants set forth in this Section.

6.1 Optimum Sales. Franchisee and the Controlling Principals each covenant and agree that each shall make all commercially reasonable efforts to operate the Franchise so as to achieve optimum sales consistent with good business practices.

6.2 Entity Representations. If Franchisee is a corporation, partnership, limited liability company, or other legal entity, Franchisee and the Controlling Principals represent, warrant and covenant that:

(a) Due Formation. Franchisee is duly organized and validly existing under the state law of its formation;

(b) Qualification. Franchisee is duly qualified and is authorized to do business in each jurisdiction in which its business activities or the nature of the properties owned by it require such qualification;

(c) Single Purpose. Franchisee's organizational documents shall at all times provide that the activities of Franchisee are confined exclusively to the operation of the Franchise, unless otherwise consented to in writing by Franchisor;

(d) Power and Authority. The execution of this Agreement and the consummation of the transactions contemplated hereby are within Franchisee's power and have been duly authorized by Franchisee;

(e) Organizational Documents. Copies of Franchisee's organizational documents, other governing documents, resolutions or consents of the governing board authorizing entry into and performance of this Agreement, and any certificates, buy-sell agreements or other documents restricting the sale or transfer of equity interests in Franchisee, and any other documents as may be reasonably required by Franchisor shall be furnished to Franchisor prior to the execution of this Agreement;

(f) Ownership Interests. The ownership interests in Franchisee are described accurately and completely in Attachment A. Franchisee shall immediately provide a copy of the updated list of all owners to Franchisor upon the occurrence of any change of ownership and otherwise make its list of owners available to Franchisor upon request;

(g) Restriction on Transfer. If Franchisee is a corporation, Franchisee shall maintain stop-transfer instructions against the transfer on its records of any of its equity securities and each stock certificate representing stock of the corporation shall have conspicuously endorsed upon it a statement in a form satisfactory to Franchisor that it is held subject to all restrictions imposed upon assignments by this Agreement; provided, however, that the requirements of this Section shall not apply to the transfer of equity securities of a publicly held corporation (as defined in Section 18.21. If Franchisee is a partnership or limited liability company, its written partnership or limited liability company agreement shall provide that ownership of an interest in such entity is held subject to all restrictions imposed upon assignments by this Agreement;

(h) Financial Statements. Franchisee and, at Franchisor's request, each of the Controlling Principals, must have provided Franchisor with the most recent financial statements of Franchisee and such Controlling Principals. Such financial statements present fairly the financial position of Franchisee and each of the Controlling Principals, as applicable, at the dates indicated therein, and with respect to Franchisee, the results of its operations and its cash flow for the years then ended. Franchisee agrees that it shall maintain at all times, during the term of this Agreement, sufficient working capital to fulfill its obligations under this Agreement. Each of the financial statements mentioned above shall be certified as true, complete and correct and shall have been prepared in conformity with generally accepted accounting principles applicable to the respective periods involved and, except as expressly described in the applicable notes, applied on a consistent basis. No material liabilities, adverse claims, commitments or obligations of any nature exist as of the date of this Agreement, whether accrued, unliquidated, absolute, contingent or otherwise, that are not reflected as liabilities on the financial statements of Franchisee or the Controlling Principals;

(i) Franchisee's Principals. If, after the execution of this Agreement, any person ceases to qualify as one of Franchisee's Principals (as defined in Section 18.21) or if any individual succeeds to or otherwise comes to occupy a position that would, upon designation by Franchisor, qualify him as one of Franchisee's Principals, Franchisee shall notify Franchisor within ten (10) days after any such change and, upon designation of such person by Franchisor as one of Franchisee's Principals or as a Controlling Principal, as the case may be, such person shall execute such documents and instruments (including, as applicable, this Agreement) as may be required by Franchisor to be executed by others in such positions; and

(j) Execution of Documents. Franchisee's Principals shall each execute and bind themselves to the confidentiality and noncompetition covenants set forth in the Confidentiality Agreement and Ancillary Covenants Not to Compete, which forms Attachment C to this Agreement (*see* Sections 10.2(b) and 10.3(d)). The Controlling Principals shall, jointly and severally, guarantee Franchisee's performance of all of Franchisee's obligations, covenants and agreements hereunder pursuant to the terms and conditions of the guaranty contained herein, and which forms Attachment D to this Agreement, and shall otherwise bind themselves to the terms of this Agreement as stated herein.

(k) Continuing Obligations. Franchisee and the Controlling Principals acknowledge and agree that the representations, warranties and covenants set forth in this Section are continuing obligations of Franchisee and the Controlling Principals, as applicable, and that any failure to comply with such representations, warranties and covenants shall constitute a material event of default under this Agreement. Franchisee and the Controlling Principals shall cooperate with Franchisor in any efforts made by Franchisor to verify compliance with such representations, warranties, and covenants.

6.3 Operating Principal.

(a) Designation. Upon the execution of this Agreement, Franchisee shall designate and retain an individual to serve as the Operating Principal of the Franchise (the "Operating Principal"). If Franchisee is an individual, Franchisee shall be the Operating Principal.

(b) Qualifications. The Operating Principal shall, during the entire period he serves as such, meet the following qualifications:

(i) The Operating Principal must, at its option, either serve as the General Manager (as defined in Section 6.4) or, subject to the approval of Franchisor, designate another individual to serve as the General Manager; which designated individual shall also perform the duties and obligations of Operating Principal described herein; provided that Operating Principal shall take all necessary action to ensure that such designee conducts and fulfills all of Operating Principal's obligations in accordance with the terms of this Agreement and Operating Principal shall remain fully responsible for such performance.

(ii) The Operating Principal must maintain a direct or indirect ownership interest in Franchisee. Except as may otherwise be provided in this Agreement, the Operating Principal's interest in Franchisee shall be and shall remain free of any pledge, mortgage, hypothecation, lien, charge, encumbrance, voting agreement, proxy, security interest or purchase right or options.

(iii) Franchisee and the Operating Principal (or his designee, if applicable) shall devote substantial full time and best efforts to the supervision and conduct of the franchised business. Operating Principal shall execute this Agreement as one of the Controlling Principals, and shall be individually, jointly, and severally, bound by all obligations of Franchisee, the Operating Principal, and the Controlling Principals hereunder. Notwithstanding the above, the Operating Principal shall have the right to own and/or participate in any other business that is not competitive with the franchise business.

(iv) The Operating Principal (and any such designee) shall meet Franchisor's standards and criteria for such individual, as set forth in the Manuals or otherwise in writing by Franchisor.

(v) The Operating Principal (or his designee) shall satisfy the training requirements set forth in Section 6.5.

(c) Replacement. If, during the term of this Agreement, the Operating Principal or any designee is not able to continue to serve in the capacity of Operating Principal or no longer qualifies to act as such in accordance with this Section, Franchisee shall promptly notify Franchisor and designate a replacement within thirty (30) days after the Operating Principal or such designee ceases to serve or be so qualified, such replacement being subject to the same qualifications and restrictions listed above. Franchisee shall provide for interim management of the activities contemplated under this Agreement until such replacement is so designated, such interim management to be conducted in accordance with this Agreement. Any failure to comply with the requirements of this Section shall be deemed a material event of default under this Agreement.

6.4 General Manager.

(a) Designation. Franchisee shall designate and retain at all times a general manager ("General Manager") to direct the operation and management of the Franchise. Franchisee shall designate its General Manager concurrently with the execution of this Agreement. The General Manager shall be responsible for the daily operation of the Franchise. The General Manager may be one of the Controlling Principals.

(b) Qualifications. The General Manager shall, during the entire period he serves as General Manager, meet the following qualifications:

(i) The General Manager shall satisfy Franchisor's educational and business experience criteria as set forth in the Manuals or otherwise in writing by Franchisor.

(ii) The General Manager shall devote full time and best efforts to the supervision and management of the Franchise.

(iii) The General Manager shall be an individual acceptable to Franchisor.

(iv) The General Manager shall satisfy the training requirements set forth in Section 6.5.

6.5 Training. Franchisee agrees that it is necessary to the continued operation of the System and the Franchise that Franchisee's Operating Principal receive such training as Franchisor may require, and accordingly agrees as follows:

(a) Initial Training. Within 30 days of the execution of this Agreement, Franchisee's Operating Principal shall attend and complete, to Franchisor's satisfaction, Franchisor's real estate and development training, which focuses on the site selection, real estate, construction, and acquisition strategy portions of the business. No sooner than sixty (60) days and no later than thirty (30) days prior to the date the Franchise commences operations, Franchisee's Operating Principal shall attend and complete, to Franchisor's satisfaction, Franchisor's administration training and operations training programs. The administration training program focuses on the human resources, compensation, fleets, marketing, legal, EH&S, credit, security, training, point of sale, and pricing aspects of the business. The operations training focuses on store management and day-to-day business operations. Training of such persons shall be conducted by Franchisor or its designee at a Franchisor-operated location or such other location designated by Franchisor, if the Franchise is the first Franchise developed by Franchisee. Franchisor shall provide instructors and training materials for the initial training of the initial Operating Principal at no charge to Franchisee; provided that franchisor shall have the right to charge a reasonable fee for optional training of any additional managers or Franchise personnel.

(b) Replacement Training. Franchisor shall determine, in its sole discretion, whether the Operating Principal has satisfactorily completed initial training. If the initial training programs are not satisfactorily completed by the Operating Principal, or if Franchisor in its reasonable business judgment based upon the performance of the Operating Principal, determines that the training programs cannot be satisfactorily completed by any such person, Franchisee shall designate a replacement to satisfactorily complete such training. Any Operating Principal subsequently designated by Franchisee shall also receive and complete such initial training. Franchisor reserves the right to charge a reasonable fee for any optional initial training provided by Franchisor to any initial General Manager or any other Franchise personnel for any Franchise subsequently developed by Franchisee and otherwise for any initial training provided to a replacement or successor General Manager, if Franchisee is not approved by Franchisor to provide such training. Franchisee shall be responsible for any and all expenses incurred by Franchisee or Franchisee's Operating Principal, General Manager and other Franchise personnel in connection with any initial training program, including, without limitation, costs of travel, lodging, meals, and wages.

(c) Additional Training. Franchisee's Operating Principal, General Manager, and such other Franchise personnel as Franchisor shall designate shall attend such additional training programs as Franchisor may offer from time to time, if Franchisor requires such attendance. For all such programs, Franchisor will provide the instructors and training materials. However, Franchisor reserves the right to impose a reasonable fee for such additional training programs that are not mandatory. Franchisee shall be responsible for any and all expenses incurred by Franchisee or its Operating Principal, General Manager and other Franchise personnel in connection with such additional training, including, without limitation, costs of travel, lodging, meals, and wages.

(d) Opening Assistance. In connection with the opening of the Franchise, Franchisor shall provide Franchisee with opening assistance by a trained representative of Franchisor. The trainer will provide on-site pre-opening and opening training, supervision, and assistance to Franchisee for a period of time ranging from two (2) to three (3) days. With respect to the opening assistance described above and any such assistance provided to a replacement Franchise established by Franchisee, Franchisee shall pay to Franchisor the per diem fee then being charged to franchisees generally for opening assistance, including payment of any expenses incurred by such trainer(s), such as costs of travel, lodging, meals and wages; provided, that if the Franchise is the first Franchise developed by Franchisee, Franchisee shall not be required to pay such per diem fee and expenses.

(e) On-Site Remedial Training. Between three (3) and (6) months after the Franchise commences operations, Franchisor shall provide on-site follow-up training focusing on any issues that have arisen during Franchisee's first months of operations. Additionally, upon the reasonable request of Franchisee or as Franchisor shall deem appropriate, Franchisor shall, during the term hereof, subject to the availability of personnel, provide Franchisee with additional trained representatives who shall provide on-site remedial training and assistance to Franchisee's Franchise personnel. For additional training and assistance requested by Franchisee, Franchisee shall pay the per diem fee then being charged to franchisees under the System for the services of such trained representatives, plus their costs of travel, lodging, meals, and wages. The per diem fee will not be charged if such assistance is provided based on Franchisor's determination that such training and assistance is necessary; however, Franchisor reserves the right to charge for its reasonable expenses incurred in connection with such training and assistance.

Franchisee acknowledges that Franchisor may furnish medically related education, training materials, protocol examples, Optimize U treatment frameworks, clinical reference materials, formularies, charting guidance, and other educational content as part of the System. Franchisee further acknowledges that all such content must be independently reviewed and verified by Franchisee's medical entity, Medical Director, and licensed providers before implementation and may be adopted, modified, or rejected in their sole professional judgment. Franchisee shall not rely exclusively on Franchisor-provided education to satisfy its professional, legal, or regulatory obligations and remains solely responsible for ensuring that all clinical care is delivered in accordance with applicable law, current professional standards, and patient-specific clinical judgment.

6.6 Reimbursement of Former Employer. Franchisee and the Controlling Principals understand that compliance by all franchisees operating under the System with Franchisor's training, development and operational requirements is an essential and material element of the System and that Franchisor and franchisees operating under the System consequently expend substantial time, effort and expense in training management personnel for the development and operation of their respective Franchises. Accordingly, Franchisee and the Controlling Principals agree that if Franchisee or any Controlling Principal shall, during the term of this Agreement, designate as General Manager or employ in a managerial position any individual who is at the time or was within the preceding ninety (90) days employed in a managerial or supervisory position by Franchisor or any of its affiliates, including, but not limited to, individuals employed to work in Franchises operated by Franchisor or any affiliate or by any other franchisee, but specifically excluding individuals that have relocated their domicile more than fifty (50) miles in the preceding ninety (90) days prior to being offered such managerial position, then such former employer of such individual shall be entitled to be compensated for the reasonable costs and expenses, of whatever nature or kind, incurred by such employer in connection with the training of such employee. The parties hereto agree that such expenditures may be uncertain and difficult to ascertain and therefore agree that the compensation specified herein reasonably represents such expenditures and is not a penalty. An amount equal to the compensation of such employee for the six (6) month period (or such shorter time, if applicable) immediately prior to the termination of his employment with such former employer shall be paid by Franchisee prior to such individual assuming the position of General Manager or other managerial position unless otherwise agreed with the former employer. In seeking any individual to serve as General Manager or in such other managerial position, Franchisee and the Controlling Principals shall not discriminate in any manner whatsoever against any individual to whom the provisions of this Section apply, on the basis of the compensation required to be paid hereunder, if Franchisee or any Controlling Principal designates or employs such individual. The parties hereto expressly acknowledge and agree that no current or former employee of Franchisor, its affiliates, Franchisee, or of any other entity operating under the System shall be a third party beneficiary of this Agreement or any provision hereof. Notwithstanding the above, solely for purposes of bringing an action to collect payments due under this Section, such former employer shall be a third-party beneficiary of this Section. Franchisor expressly disclaims any representations and warranties regarding the performance of any employee or former employee of Franchisor, its affiliates or any franchisee under the System, who is designated as Franchisee's General Manager or employed by Franchisee or any of the Controlling Principals in any capacity, and Franchisor shall not be liable for any losses, of whatever nature or kind, incurred by Franchisee or any Controlling Principal in connection therewith.

6.7 Compliance with Laws. Franchisee shall comply with all federal, state, and local laws, rules and regulations and shall timely obtain any and all permits, certificates or licenses necessary for the full and proper conduct of the franchised business, including, without limitation, licenses to do business, fictitious name registrations, sales tax permits, fire clearances, health permits, certificates of occupancy and any permits, certificates or licenses required by any environmental law, rule or regulation.

For franchised businesses located in areas in which a governmental license is required, Franchisee must apply for the license within fifteen (15) business days after execution of the lease or possession of the franchise site if owned by Franchisee, and must open and commence operations of the franchise at the earlier ninety (90) days after execution of the lease or possession of the store location or ten (10) days after receipt of the license.

6.8 Notification of Proceedings. Franchisee shall notify Franchisor in writing within five (5) days of the commencement of any action, suit, or proceeding and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, which may adversely affect the operation or financial condition of the franchised business.

6.9 Power-of-Attorney.

(a) Telephone and Internet. Upon the execution of this Agreement and at any time thereafter upon Franchisor’s request, Franchisee shall execute such forms and documents as Franchisor deems necessary to appoint Franchisor its true and lawful attorney-in-fact with full power and authority for the sole purpose of assigning to Franchisor upon the termination or expiration of this Agreement, as required under Section 17.15, all rights to the telephone numbers of the Franchise and all related Yellow Pages, White Pages and other business listings, and all Internet listings, domain names, Internet accounts, advertising on the Internet or World Wide Web, websites, listings with search engines, e-mail addresses or any other similar listing or usages related to the Franchised Business.

(b) Tax Returns. Upon execution of this Agreement and at any time thereafter upon Franchisor’s request, Franchisee shall execute such forms and documents as Franchisor deems necessary to appoint Franchisor its true and lawful attorney-in-fact with full power and authority for the sole purpose of obtaining any and all returns and reports filed by Franchisee with any state or federal taxing authority.

ARTICLE VII. FRANCHISE OPERATIONS

7.1 Uniformity. Franchisee understands the importance of maintaining uniformity among all of the Franchises and the importance of complying with all of Franchisor’s standards and specifications relating to the operation of the Franchise. Franchisee shall maintain a high ethical standard in the conduct of its business and shall follow the Franchisor’s customer service, marketing, and display guidelines. Franchisee shall also provide prompt, efficient, courteous and high quality service to the public, of the same high quality and distinguishing characteristics as provided at all of Franchisor’s franchises and company-owned stores.

7.2 Repair. Franchisee shall maintain the Franchise in a high degree of sanitation, repair and condition, and in connection therewith shall make such additions, alterations, repairs and replacements thereto (but no others without Franchisor's prior written consent) as may be required for that purpose, including, without limitation, such periodic repainting or replacement of obsolete signs, furnishings, equipment (including, but not limited to, electronic cash register , computer hardware and/or software systems), and I as Franchisor may reasonably direct. Franchisee shall also obtain, at Franchisee's cost and expense, any new or additional equipment (including electronic cash register, computer hardware and/or software systems), fixtures, supplies and other products and materials that may be reasonably required by Franchisor for Franchisee to offer. Except as may be expressly provided in the Manuals, no alterations or improvements or changes of any kind in design, equipment, signs, interior or exterior I items, fixtures or furnishings shall be made in or about the Franchise or its premises without the prior written approval of Franchisor.

7.3 Improvements. To assure the continued success of the Franchise, Franchisee shall, upon the request of Franchisor, make other improvements to modernize the Franchise premises, equipment (including electronic cash register, computer hardware and/or software systems), signs, interior and exterior I items, fixtures, furnishings, supplies and other products and materials required for the operation of the Franchise, to Franchisor's then-current standards and specifications. Notwithstanding the above, Franchisee agrees that it will make such capital improvements or modifications described in this Section if so requested by Franchisor on or before the fifth anniversary of the Opening Date, or at such other time during the term of this Agreement that a majority of the Franchises then operated by Franchisor have made or are utilizing best efforts to make such improvements or modifications.

7.4 Purchase of Inventory and Equipment. Franchisee shall comply with all of Franchisor's standards and specifications relating to the purchase of all supplies, materials, fixtures, furnishings, equipment, and other products used or offered for sale at the Franchise. Franchisee must purchase all such goods from Franchisor's approved suppliers (including manufacturers, distributors and other sources) who continue to demonstrate the ability to meet Franchisor's then-current standards and specifications for supplies, materials, fixtures, furnishings, equipment and other items used or offered for sale at Franchises and who possess adequate quality controls and capacity to supply Franchisee's needs promptly and reliably; and who have been approved in writing by Franchisor prior to any purchases by Franchisee from any such supplier; and who have not thereafter been disapproved by Franchisor. If Franchisee desires to purchase, lease, or use any products or other items from an unapproved supplier, Franchisee shall submit to Franchisor a written request for such approval, or shall request the supplier itself to do so. Franchisee shall not purchase or lease from any supplier until and unless such supplier has been approved in writing by Franchisor. Franchisor shall have the right to require that its representatives be permitted to inspect the supplier's facilities, and that samples from the supplier be delivered, either to Franchisor or to an independent laboratory designated by Franchisor for testing. A charge not to exceed the reasonable cost of the inspection and the actual cost of the test shall be paid by Franchisee or the supplier. Franchisor reserves the right, at its option, to re-inspect from time to time the facilities and products of any such approved supplier and to revoke its approval upon the supplier's failure to continue to meet any of Franchisor's then-current criteria. Nothing in the foregoing shall be construed to require Franchisor to approve any particular supplier.

7.5 Standards and Specifications. To ensure that the highest degree of quality and service is maintained, Franchisee shall operate the Franchise in strict conformity with such methods, standards and specifications of Franchisor set forth in the Manuals and as may from time to time otherwise be prescribed in writing. In particular, Franchisee also agrees:

(a) Products and Services. To sell or offer for sale all products and services required by Franchisor and in the method, manner, and style of distribution prescribed by Franchisor, only as expressly authorized by Franchisor in writing in the Manuals or otherwise.

(b) Use of Marks. Franchisee shall use in the operation of the franchised business and in all materials and advertising the distinguishing characteristics of the System as directed by Franchisor.

(c) Hours of Operation. The franchised store shall be kept open for business for a minimum of eight (8) hours per day and six (6) days per week, unless Franchisee receives the prior written consent from Franchisor. Opening and closing times and designated holidays shall be subject to the requirements set forth in the Manuals.

(d) Use of Marks. Franchisee shall not engage in any activity or practice which results, or may be anticipated to result, in litigation or public criticism of Franchisor or the System. Franchisee shall use the Marks only in connection with the operation of the Franchise and for no other purpose.

(e) Equipment. Franchisee shall purchase or lease and install, at Franchisee's expense, all fixtures, furnishings, equipment (including electronic cash register, computer hardware and/or software systems), I items, signs, and related items as Franchisor may reasonably direct from time to time in the Manuals or otherwise in writing; and refrain from installing or permitting to be installed on or about the Franchise premises, any fixtures, furnishings, equipment, catering or delivery vehicles, I items, signs, games, vending machines or other items not previously approved as meeting Franchisor's standards and specifications. If any of the property described above is leased by Franchisee from a third party, such lease shall be consented to by Franchisor, in writing, prior to execution. Franchisor's consent shall be conditioned upon such lease containing a provision that permits any interest of Franchisee in the lease to be assigned to Franchisor upon the termination or expiration of this Agreement and that prohibits the lessor from imposing an assignment or related fee upon Franchisor in connection with such assignment.

(f) Inspections. Franchisee agrees to grant Franchisor and its agents the right to enter upon the Franchise premises at any time for the purpose of conducting inspections; to cooperate with Franchisor's representatives in such inspections by rendering such assistance as they may reasonably request; and, upon notice from Franchisor or its agents and without limiting Franchisor's other rights under this Agreement, to take such steps as may be necessary to correct immediately any deficiencies detected during any such inspection. Should Franchisee, for any reason, fail to correct such deficiencies within a reasonable time as determined by Franchisor, Franchisor shall have the right and authority (without, however, any obligation to do so) to correct such deficiencies and charge Franchisee a reasonable fee for Franchisor's expenses in so acting, payable by Franchisee immediately upon demand.

(g) Fees. Franchisee shall pay promptly to Franchisor all fees due under this Agreement or under any other agreement between Franchisee and Franchisor and pay promptly for supplies or equipment which Franchisee may purchase from Franchisor.

(h) Procedures. Except as may be otherwise approved by Franchisor in writing, Franchisee's business operation shall conform to the procedures and requirements of the Manuals, as they may be amended and updated from time to time.

(i) Accounts. Franchisee shall keep and preserve full, complete, and accurate financial statements, books, records, accounts, and data which shall accurately reflect all particulars of the affairs and condition of the franchised business required by this Agreement.

(j) Management. Franchisee shall cause its Operating Principal or General Manager to work diligently, fairly and in good faith to perform all of Franchisee's duties and obligations under this Agreement. In addition, Franchisee agrees that at the request of Franchisor, any manager who is not the Franchisee will be required to execute an agreement with Franchisee in a form approved by Franchisor prior to commencing employment, covenanting that the manager shall devote manager's entire time, attention, and energies to the franchised business and that the manager shall maintain all of Franchisor's trade secrets and shall not disclose or allow any unauthorized person to copy any of Franchisor's copyrighted materials.

(k) Staff. To maintain a competent, conscientious, trained staff and to take such steps as are necessary to ensure that its employees preserve good customer relations and comply with such dress code as Franchisor may prescribe. Franchisee shall employ only those persons who are suitable in qualification, skill, health, appearance, manner, and character to represent the good name and reputation of the System and the Marks, and who shall conform to such standards that Franchisor may establish from time to time. Franchisee shall take such steps as are necessary to ensure that its employees preserve good customer relations and comply with such dress code as Franchisor may prescribe.

7.6 Telehealth/Clinical Services. Franchisee and its affiliated medical entity may enter into arrangements with third-party telehealth platforms, physician organizations, medical groups, or other clinical service providers to support the lawful delivery of services within the franchised business where permitted by applicable law; provided, however, that any such arrangement must be approved in advance by Franchisor in writing. Any approval by Franchisor shall relate solely to non-clinical brand standards, system compatibility, non-competition requirements, approved supplier or network considerations, and business considerations of the System, and shall not be deemed approval of the clinical appropriateness, legality, or regulatory sufficiency of the arrangement, all of which remain solely the responsibility of Franchisee and its affiliated medical entity.

Franchisee and its affiliated medical entity shall not enter into, maintain, or renew any arrangement with any Competing Provider without Franchisor's prior written consent. Franchisee shall not use, and shall not permit any third party to use, the Marks, the franchised location, the franchised business, System resources, patient leads, patient relationships, or patient contact information generated through the franchised business to market, refer, divert, or transition patients to any Competing Service or Competing Provider.

Any such arrangement shall be entered into solely by Franchisee or its affiliated medical entity, and Franchisor shall not be responsible for the provision of clinical services, medical supervision, patient care, or compliance with healthcare laws arising from such arrangements.

7.7 Step-In Rights.

(a) If Franchisee or its manager is absent, incapacitated, fails to maintain required licenses, or experiences operational circumstances that, in Franchisor's reasonable judgment, create an immediate risk to the Marks, public safety, customer communications, preservation of business records, or orderly continuation or wind-down of non-clinical business operations, Franchisor may, but shall not be obligated to, take temporary protective action with respect to the non-clinical operations of the franchised business. Such protective action may include customer communications, protection of the Marks, preservation of business records, securing the premises, coordination regarding refunds or membership administration, and similar non-clinical measures reasonably necessary to protect the System. Franchisor shall have no right under this Agreement to practice medicine, direct patient care, supervise licensed professionals in their clinical capacity, prescribe, diagnose, determine treatment, interpret laboratory results for patient care, or otherwise exercise control over the independent professional judgment of any licensed provider or medical entity. Any clinical operations must be handled exclusively by appropriately licensed persons and legally authorized entities.

(b) Franchisor shall keep in a separate account for the benefit of Franchisee all monies generated by the operation of the franchised business less the expenses of the franchised business, including reasonable attorney fees and reasonable compensation and expenses for Franchisor's representatives. If Franchisor temporarily operates the franchised business, Franchisee shall hold harmless Franchisor and Franchisor's representatives for all actions occurring during the course of the temporary operation. Franchisor shall not, by exercising its step-in rights of this Agreement, assume any of Franchisee's liabilities.

(c) Franchisee shall pay Franchisor a per diem fee per person plus Franchisor's reasonable attorney fees and costs incurred as a consequence of Franchisor's exercise of its step-in rights.

7.8 Independent Clinical Judgment. The parties acknowledge and agree that Franchisor is not engaged in the practice of medicine or any other licensed profession and does not, by virtue of this Agreement, own, operate, or control Franchisee's medical practice or any professional entity affiliated with Franchisee. Franchisee is solely responsible for ensuring that any medical or other licensed professional services offered in connection with the franchised business are owned, structured, supervised, and provided in compliance with applicable law. All patient-specific clinical decisions, including diagnosis, treatment, prescribing, chart review, interpretation of laboratory results, supervision of licensed personnel, and the adoption or rejection of any clinical protocol, Optimize U treatment framework, or guidance, shall be made solely by appropriately licensed professionals exercising independent professional judgment. Any standards, manuals, training materials, educational materials, Optimize U treatment frameworks, sample protocols, or other guidance furnished by Franchisor are intended solely as non-clinical brand guidance or general educational material and shall not be construed to interfere with or control independent clinical judgment.

As a condition to execution of this Agreement, Franchisee and each Controlling Principal must execute Franchisor's then-current Healthcare Regulatory and Corporate Practice Compliance Acknowledgment as set forth in Attachment E.

7.9 Advertising Materials. Franchisee shall require all advertising and promotional materials, signs, decorations, paper goods, and other items that may be designated by Franchisor to bear the Marks in the form, color, location and manner prescribed by Franchisor.

7.10 Complaints. Franchisee shall process and handle all consumer complaints connected with or relating to the Franchise, and shall promptly notify Franchisor by telephone and in writing of all of the following complaints: (a) safety or health violations, (b) claims exceeding One Thousand Dollars ($1,000), and (c) any other material claims against or losses suffered by Franchisee. Franchisee shall maintain for Franchisor's inspection any inspection reports affecting the Franchise or equipment located in the Franchise during the term of this Agreement and for thirty (30) days after the expiration or earlier termination hereof.

ARTICLE VIII. ADVERTISING AND RELATED FEES

Recognizing the value of advertising and the importance of the standardization of advertising programs to the furtherance of the goodwill and public image of the System, the parties agree as follows:

8.1 Advertising Programs. Franchisor may from time to time develop and administer advertising and sales promotion programs designed to promote and enhance the collective success of all Franchises operating under the System. Franchisee shall participate in all such advertising and sales promotion programs in accordance with the terms and conditions established by Franchisor for each program. In all aspects of these programs, including, without limitation, the type, quantity, timing, placement, and choice of media, market areas and advertising agencies, the standards and specifications established by Franchisor shall be final and binding upon Franchisee.

8.2 Marketing Fund.

(a) Establishment. Franchisor has established and administers a marketing fund on behalf of the System for advertising and marketing (the "Fund"). During the term of this Agreement, Franchisee shall contribute 2% of Gross Profit to the Fund each month paid in the same manner as Royalty Fees. Additionally, for the first three months following the Opening Date, Franchisee shall contribute $500 to the Fund each month for local advertising paid in the same manner as Royalty Fees.

(b) Administration. Franchisee agrees that the Fund shall be maintained and administered by Franchisor or its designee as follows:

(i) Franchisor shall direct all advertising and marketing programs and shall have sole discretion to approve or disapprove the creative concepts, materials, and media used in such programs and the placement and allocation thereof. Franchisee agrees and acknowledges that the Fund is intended to maximize general public recognition and acceptance of the Marks and enhance the collective success of all Franchises operating under the System. Franchisor, with respect to Franchises operated by Franchisor, shall contribute to the Fund generally on the same basis as Franchisee. In administering the Fund, Franchisor and its designees undertake no obligation to make expenditures for Franchisee that are equivalent or proportionate to Franchisee's contribution or to ensure that any particular franchisee benefits directly or pro rata from the placement of advertising.

(ii) Franchisee agrees that the Fund may be used to satisfy any and all costs of developing, preparing, producing, directing, administering, conducting, maintaining and disseminating advertising, marketing, promotional and public relations materials, programs, campaigns, sales and marketing seminars and training programs of every kind and nature, through media now existing or hereafter developed (including, without limitation, the cost of preparing and conducting television, radio, magazine, newspaper and electronic advertising campaigns; direct mail and outdoor billboard advertising; public relations activities; conducting marketing research, employing advertising agencies to assist therein; and costs of Franchisor's personnel and other departmental costs for advertising that is internally administered or prepared by Franchisor). All sums paid by Franchisee to the Fund shall be maintained in a separate account by Franchisor and may be used to defray any of Franchisor's general operating expenses, if any, as Franchisor may incur in activities reasonably related to the administration or direction of the Fund and advertising and marketing programs for franchisees and the System. The fund and Its earnings shall not otherwise inure to the benefit of Franchisor. The Fund is operated solely as a conduit for collecting and expending the advertising fees as outlined above.

(iii) A statement of the operations of the Fund shall be prepared annually by Franchisor and shall be made available to Franchisee upon request.

(iv) Although the Fund is intended to be of perpetual duration, Franchisor may terminate the Fund. The Fund shall not be terminated, however, until all monies in the Fund have been expended for advertising or promotional purposes or returned to contributing franchised businesses or those operated by Franchisor, without interest, on the basis of their respective contributions.

8.3 Listing Advertisement. In addition to any other advertising obligations set forth in this Article VIII, Franchisor requires Franchisee to advertise, solely at Franchisee's expense, in any medium that allows for the listing of the business operations, such as the local yellow pages or its functional equivalent, in the geographic area in which the franchised business is located by placing an advertisement in the form, of the type and under the heading Franchisor approves or designates. Franchisee may advertise either as a single franchisee, or, if more than one (1) franchise is established in the general area served by the telephone directory, as a *pro rata* participant in a common or group advertisement with other System franchisees.

8.4 Approval of Advertising. All advertising and promotion by Franchisee in any medium shall be conducted in a professional manner and shall conform to the standards and requirements of Franchisor as set forth in the Manuals or otherwise. Franchisee shall submit to Franchisor for its approval samples of all advertising and promotional plans and materials and public relations programs that Franchisee desires to use, including, without limitation, any materials in digital, electronic or computerized form, or in any form of media now or hereafter developed (e.g., materials to be made available through a computer or telecommunications network such as the Internet), that have not been either provided or previously approved by Franchisor. Franchisor shall approve or disapprove such plans and materials within fifteen (15) business days of Franchisor's receipt thereof. Franchisee shall not use such unapproved plans or materials until they have been approved by Franchisor, and shall promptly discontinue use of any advertising or promotional plans or materials, whether or not previously approved, upon notice from Franchisor. Franchisee shall not advertise or use the Franchisor's Marks in any fashion on the Internet, World Wide Web or via other means of advertising through telecommunication, or establish any website listing on the Internet or World Wide Web, without the express written consent of Franchisor. Any advertising, marketing, or sales concepts, programs or materials proposed or developed by Franchisee for the Franchise and approved by Franchisor may be used by other System Franchises without any compensation to Franchisee.

8.5 Prices. With respect to the offer and sale of all items, products, and services, Franchisor may from time to time offer guidance with respect to the selling price for such goods, products, and services. Franchisee is in no way bound to adhere to any such recommended or suggested price. Franchisee shall have the right to sell its products and provide services at any price that Franchisee may determine. If Franchisee elects to sell any or all its products or merchandise at any price recommended by Franchisor, Franchisee acknowledges that Franchisor has made no guarantee or warranty that offering such products or merchandise at the recommended price will enhance Franchisee's sales or profits.

8.6 Grand Opening Advertising. Franchisee, at Franchisee's sole cost and expense, must have a grand opening, consisting of a series of events and promotions for Franchisee's store commencing within the first month of the store's operation. Franchisor's representatives shall consult with Franchisee on the grand opening program. Franchisee must spend no less than Two Thousand Dollars ($2,000) on advertising and promotion. Franchisee shall submit its advertising program and any promotional advertising items to Franchisor for approval prior to use.

ARTICLE IX. MARKS

9.1 Grant. Franchisor grants Franchisee the right to use the Marks during the term of this Agreement in accordance with the System and related standards and specifications. Franchisee shall operate under the trade name of "Optimize U" as authorized herein, and shall use no other name in conducting the business franchised under this Agreement without the prior written consent of Franchisor. Franchisee shall comply with all applicable fictitious name statutes, with evidence of such compliance to be furnished to Franchisor. If Franchisee is a corporation, partnership, or limited liability company, it shall not legally or otherwise incorporate the name "Optimize U" in its corporate, company or partnership name.

9.2 Acknowledgements. Franchisee expressly understands and acknowledges that:

(a) Ownership. Franchisor authorizes Franchisee to use the System, the Marks, the trade secrets and goodwill, and any improvements and modifications of these items, in the operation of Franchisee's business at the franchise location. Franchisee expressly agrees that the ownership of all right, title and interest in and to the System, the Marks, trade names, copyrighted materials, trade secrets and goodwill, and any improvements and modifications of these items shall remain solely owned by Franchisor and that the materials and information now and hereafter provided or revealed to Franchisee under and pursuant to this Agreement are revealed in confidence. Franchisor may change or modify the System, modify or discontinue certain Marks or copyrighted material or adopt new Marks or copyrighted material. Franchisee agrees at its own expense to discontinue, adopt and/or use any such changed items.

(b) No Interference. Neither Franchisee nor any Controlling Principal shall take any action that would prejudice or interfere with the validity of Franchisor's rights with respect to the Marks. Nothing in this Agreement shall give the Franchisee any right, title, or interest in or to any of the Marks or any of Franchisor's service marks, trademarks, trade names, trade dress, logos, copyrights or proprietary materials, except the right to use the Marks and the System in accordance with the terms and conditions of this Agreement for the operation of the Franchise and only at or from its Location or in approved advertising related to the Franchise.

(c) Goodwill. Franchisee understands and agrees that any and all goodwill arising from Franchisee's use of the Marks and the System shall inure solely and exclusively to Franchisor's benefit, and upon expiration or termination of this Agreement and the license herein granted, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the Marks. So long as this Franchise Agreement shall remain in effect, Franchisee agrees to maintain a clean and attractive store which meets the specifications provided by Franchisor to preserve, maintain and enhance the reputation and goodwill built up by Franchisor and its franchisees and the value of the Marks. In developing and maintaining those high and uniform standards of quality and service to protect the reputation and goodwill of Franchisor, Franchisee further agrees to use only the Marks Franchisor designates and to use them solely in the manner authorized by Franchisor. Franchisee further agrees to use the Marks only for the operation of the franchised business and only at the Assigned Area or in advertising related to the franchised business and only during the term of this Agreement.

(d) Validity. Franchisee shall not contest the validity of or Franchisor's interest in the Marks or assist others to contest the validity of or Franchisor's interest in the Marks.

(e) Infringement. Franchisee acknowledges that any unauthorized use of the Marks shall constitute an infringement of Franchisor's rights in the Marks and a material event of default hereunder. Franchisee agrees that it shall provide Franchisor with all assignments, affidavits, documents, information and assistance Franchisor reasonably requests to fully vest in Franchisor all such rights, title and interest in and to the Marks, including all such items as are reasonably requested by Franchisor to register, maintain and enforce such rights in the Marks. Franchisee agrees to neither infringe upon nor use or imitate the System or any part of the System, except under a written franchise agreement and license from Franchisor.

(f) Substitution. Franchisor reserves the right to substitute different Marks for use in identifying the System and the Franchise if the current Marks no longer can be used, or if Franchisor, in its sole discretion, determines that substitution of different Marks will be beneficial to the System. In such event, Franchisor may require Franchisee, at Franchisee's expense, to discontinue or modify Franchisee's use of any of the Marks or to use one or more additional or substitute Marks.

9.3 Agreements. With respect to Franchisee's franchised use of the Marks pursuant to this Agreement, Franchisee further agrees that:

(a) Exact Use. Unless otherwise authorized or required by Franchisor, Franchisee shall advertise the Franchise only under "Optimize U" without prefix or suffix. Franchisee shall not use the Marks as part of its corporate or other legal name, and shall obtain the Franchisor's approval of such corporate or other legal name prior to filing it with the applicable state authority. Franchisee shall not advertise, publish, or circulate any documents or other items using the Marks except in strict compliance with the latest edition of Franchisor's Manuals.

(b) Identification. During the term of this Agreement and any renewal hereof, Franchisee shall identify itself as the owner of the Franchise in conjunction with any use of the Marks, including, but not limited to, uses on invoices, order forms, receipts and contracts, as well as the display of a notice in such content and form and at such conspicuous locations on the premises of the Franchise as Franchisor may designate in writing.

(c) Debt. Franchisee shall not use the Marks to incur any obligation or indebtedness on behalf of Franchisor.

(d) Trade Names. Franchisee shall comply with Franchisor's instructions in filing and maintaining the requisite trade name or fictitious name registrations, and shall execute any documents deemed necessary by Franchisor or its counsel to obtain protection of the Marks or to maintain their continued validity and enforceability.

(e) Identification as Independent Operator. Franchisee shall prominently display a sign in the retail portion of the franchise premises to the effect that Franchisee is "An Independent Franchise of the 'Optimize U' Franchise System," or other similar statement approved in writing by Franchisor.

(f) Unauthorized Use. Any compensation received by Franchisee in connection with the unauthorized use of the Marks shall be held in trust for and paid to Franchisor.

(g) Inspections. In order to preserve the validity and integrity of the System and the Marks, and to assure that Franchisee is properly using authorized Marks in the operation of Franchisee's business, Franchisor may inspect Franchisee's operations from time to time. Franchisor will advise Franchisee of any deficient or improper use of the Marks following such inspection. Franchisee shall cooperate with Franchisor's representative in such inspection and render any assistance that is requested.

(h) Termination and Use. Upon termination or expiration of this Agreement, Franchisee immediately shall cease use of the Marks and shall immediately remove the Marks from the Assigned Area and to cancel any advertising relating to Franchisee's use of the Marks.

9.4 Infringement. Franchisee shall notify Franchisor immediately by telephone and thereafter in writing of any apparent infringement of or challenge to Franchisee's use of any Mark, of any claim by any person of any rights in any Mark, and Franchisee and the Controlling Principals shall not communicate with any person other than Franchisor or any designated affiliate thereof, their counsel and Franchisee's counsel in connection with any such infringement, challenge or claim. Franchisor shall have complete discretion to take such action as it deems appropriate in connection with the foregoing, and the right to control exclusively, or to delegate control to any of its affiliates of, any settlement, litigation or Patent and Trademark Office or other proceeding arising out of any such alleged infringement, challenge or claim or otherwise relating to any Mark. Franchisee agrees to execute any and all instruments and documents, render such assistance, and do such acts or things as may, in the opinion of Franchisor, reasonably be necessary or advisable to protect and maintain the interests of Franchisor or any other person or entity in any litigation or other proceeding or to otherwise protect and maintain the interests of Franchisor or any other interested party in the Marks. Franchisor will indemnify Franchisee against and reimburse Franchisee for all damages for which Franchisee is held liable in any proceeding arising out of Franchisee's use of any of the Marks (including settlement amounts), provided that the conduct of Franchisee and the Controlling Principals with respect to such proceeding and use of the Marks is in full compliance with the terms of this Agreement.

9.5 Nonexclusive License. The right and license of the Marks granted hereunder to Franchisee is nonexclusive and Franchisor thus has and retains the following rights, among others, subject only to the limitations of Article I:

(a) Other Licenses. To grant other licenses for use of the Marks, in addition to those licenses already granted to existing franchisees;

(b) Other Systems. To develop and establish other systems using the Marks or other names or marks and to grant licenses thereto without providing any rights to Franchisee; and

(c) Production and Distribution. To engage, directly or indirectly, through its employees, representatives, licensees, assigns, agents and others, at wholesale, retail or otherwise, in (1) the production, distribution, license and sale of products and services, and (2) the use in connection with such production, distribution and sale, of the Marks and any and all trademarks, trade names, service marks, logos, insignia, slogans, emblems, symbols, designs and other identifying characteristics as may be developed or used from time to time by Franchisor.

ARTICLE X. CONFIDENTIALITY AND NONCOMPETITION COVENANTS

10.1 Manuals.

(a) Delivery. Franchisor has provided to Franchisee on loan a current copy of the Manuals. The Manuals may be in hard copy or they may be made available to Franchisee in digital, electronic, or computerized form or in some other form now existing or hereafter developed that would allow Franchisee to view the contents thereof. If the Manuals (or any changes thereto) are provided in a form other than paper copy, Franchisee shall pay any and all costs to retrieve, review, use or access the Manuals. To protect the reputation and goodwill of

Franchisor and to maintain high standards of operation under Franchisor's Marks, Franchisee shall conduct its business in accordance with the Manuals as they may from time to time be modified by Franchisor, other written directives that Franchisor may issue to Franchisee from time to time whether or not such directives are included in the Manuals, and any other manuals and materials created or approved for use in the operation of the franchised business. No addition or modification to the Manuals will alter Franchisee's fundamental status under this Agreement.

(b) Confidential. Franchisee and the Controlling Principals shall at all times treat the Manuals, any written directives of Franchisor, and any other manuals and materials, and the information contained therein, as confidential and shall maintain such information as trade secret and confidential in accordance with this Article. Franchisee and the Controlling Principals shall divulge and make such materials available only to such of Franchisee's employees as must have access to it in order to operate the Franchise. Franchisee and the Controlling Principals shall not at any time copy, duplicate, record or otherwise reproduce these materials, in whole or in part, or otherwise make the same available to any person other than those authorized above.

(c) Property of Franchisor. The Manuals, written directives, other manuals and materials and any other confidential communications provided or approved by Franchisor shall at all times remain the sole property of Franchisor. Franchisee shall maintain the Manuals at all times in a safe and secure location, shall take all reasonable measures to prevent unauthorized access thereto, whether any attempted unauthorized access takes the form of physical access or access via computer or telecommunications networks or otherwise and shall report the theft or loss of the Manuals, or any portion thereof, immediately to Franchisor. At a minimum, Franchisee shall, in the case of computer and telecommunications networks, use the latest available firewall and similar technology to prevent unauthorized access. Franchisee shall return the Manuals to Franchisor immediately upon request or upon termination or expiration of this Agreement.

(d) Supplement to Agreement. The Manuals, any written directives, and any other manuals and materials issued by Franchisor and any modifications to such materials shall supplement this Agreement.

(e) Revisions. Franchisor may from time to time revise the contents of the Manuals and other manuals and materials created or approved for use in the operation of the franchised business. Franchisee expressly agrees to comply with each new or changed standard. Franchisee shall at all times ensure that the Manuals are kept current and up to date. In the event of any dispute as to the contents of the Manuals, the terms of the master copy of the Manuals maintained by Franchisor at Franchisor's corporate office shall control. Franchisee shall remove and return to Franchisor all pages of the Manual that have been replaced or updated by Franchisor.

(f) Replacement Fee. Franchisor will charge a replacement fee of One Thousand Dollars ($1,000) for any replacement Manual requested by Franchisee, provided that a physical manual was provided at some point to Franchisee.

10.2 Confidential Information.

(a) Confidential. Neither Franchisee nor any Controlling Principal shall, during the term of this Agreement and thereafter, communicate or divulge to, or use for the benefit of, any other person or entity, and, following the expiration or termination of this Agreement, they shall not use for their own benefit, any confidential information, knowledge or know-how concerning the methods of operation of the franchised business that may be communicated to them or of which they may be apprised in connection with the operation of the Franchise under the terms of this Agreement. Franchisee and the Controlling Principals shall divulge such confidential information only to Franchisee's employees who must have access to it in order to operate the Franchise. Any and all information, knowledge, know-how, techniques and any materials used in or related to the System that Franchisor provides to Franchisee in connection with this Agreement shall be deemed confidential for purposes of this Agreement. Neither Franchisee nor the Controlling Principals shall at any time, without Franchisor's prior written consent, copy, duplicate, record or otherwise reproduce such materials or information, in whole or in part, nor otherwise make the same available to any unauthorized person. The covenant in this Section shall survive the expiration, termination, or transfer of this Agreement or any interest herein and shall be perpetually binding upon Franchisee and each of the Controlling Principals.

(b) Covenants. Franchisee shall require and obtain the execution of covenants similar to those set forth in Section 10.2(a) from its General Manager and all other personnel of Franchisee who have received or will have access to confidential information. Such covenants shall be substantially in the form set forth in Attachment C. All of Franchisee's Principals not required to sign this Agreement as a Controlling Principal also must execute such covenants.

(c) New Concepts. If Franchisee or the Controlling Principals develop any new concept, process product, recipe, or improvement in the operation or promotion of the Franchise, Franchisee is required to promptly notify Franchisor and provide Franchisor with all necessary related information, without compensation. Franchisee and the Controlling Principals acknowledge that any such concept, process, product, or improvement will become the property of Franchisor, and Franchisor may use or disclose such information to other franchisees as it determines to be appropriate. Franchisee's use of new concept, process, product, or improvement in the operation or promotion of the Franchise is contingent upon Franchisee obtaining Franchisor's prior written approval.

(d) Non-Diversion/Data Use/Competitor Notice. Franchisee shall not use, and shall not permit any third party to use, the Marks, the franchised location, the franchised business, System resources, patient leads, patient relationships, patient contact information, marketing data, lead information, or non-public business information developed through or in connection with the franchised business to market, solicit, enroll, refer, divert, or transition patients to any Competing Service or Competing Provider.

Upon expiration, termination, or transfer of this Agreement for any reason, Franchisee and its affiliated medical entity shall not use any patient contact information, marketing data, lead information, non-public business information, or patient relationships developed through or in connection with the franchised business to market, solicit, enroll, refer, or transition patients to any Competing Service or Competing Provider, except as required by applicable law or professional obligations, provided that Franchisee gives Franchisor prompt written notice of such required use, disclosure, contact, or communication to the extent permitted by applicable law. Any patient records or protected health information shall be handled solely in accordance with applicable law, professional obligations, and the data use, confidentiality, and post-termination provisions of this Agreement.

Franchisee shall promptly notify Franchisor in writing if any Competing Provider contacts, solicits, recruits, or proposes any arrangement with Franchisee, Franchisee's affiliated medical entity, any Controlling Principal, or any licensed provider, employee, contractor, or representative associated with the franchised business. Such notice shall identify the Competing Provider and describe the nature of the contact or proposed arrangement in reasonable detail.

Franchisee acknowledges that any breach of the non-diversion, data use, confidentiality, Competing Service, or Competing Provider restrictions set forth in this Agreement, whether during the term or following expiration, termination, or transfer, shall constitute irreparable harm for which Franchisor may seek immediate injunctive relief and any other remedies available at law or in equity, without the necessity of posting bond or proving actual damages.

10.3 Noncompetition Covenants.

(a) In-Term Covenants. Franchisee and the Controlling Principals specifically acknowledge that, pursuant to this Agreement, Franchisee and the Controlling Principals will receive valuable training, trade secrets and confidential information, including, without limitation, information regarding the operational, sales, promotional and marketing methods and techniques of Franchisor and the System that are beyond the present skills and experience of Franchisee and the Controlling Principals and Franchisee's managers and employees. Franchisee and the Controlling Principals acknowledge that such specialized training, trade secrets and confidential information provide a competitive advantage and will be valuable to them in the development and operation of the Franchise, and that gaining access to such specialized training, trade secrets, and confidential information is, therefore, a primary reason why they are entering into this Agreement. In consideration for such specialized training, trade secrets, confidential information and rights, Franchisee and the Controlling Principals covenant that with respect to Franchisee, during the term of this Agreement (or with respect to each of the Controlling Principals, during the term of this Agreement for so long as such individual or entity satisfies the definition of "Controlling Principals" as described in Section 18.21), except as otherwise approved in writing by Franchisor, neither Franchisee nor any of the Controlling Principals shall, either directly or indirectly, for themselves or through, on behalf of or in conjunction with any person or entity:

(i) Divert, or attempt to divert, any business or customer of the franchised business to any Competing Provider, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

(ii) Own, maintain, operate, engage in, or have any financial or beneficial interest in (including any interest in a legal entity), advise, assist or make loans to, any Competing Provider located within the United States, its territories or commonwealths, or any other country, province, state or geographic area in which Franchisor has used, sought registration of or registered the same or similar Marks or operates or licenses others to operate a business under the same or similar Marks.

(b) Post-Term Covenants. In consideration for the specialized training, trade secrets, confidential information and rights described in Section 10.3(a), Franchisee and Controlling Principals covenant that with respect to Franchisee, and for a continuous uninterrupted period commencing upon the expiration, termination of, or transfer of all of Franchisee's interest in, this Agreement (or, with respect to each of the Controlling Principals, commencing upon the earlier of: (1) the expiration, termination of, or transfer of all of Franchisee's interest in, this Agreement or (2) the time such individual or entity ceases to satisfy the definition of "Controlling Principals" as described in Section 18.21) and continuing for two years thereafter, except as otherwise approved in writing by Franchisor, neither Franchisee nor any of the Controlling Principals shall, directly or indirectly, for themselves, or through, on behalf of or in conjunction with any person or entity:

(i) Divert, or attempt to divert, any business or customer of the franchised business hereunder to any Competing Provider, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

(ii) Employ, or seek to employ, any person who is at that time or was within the preceding ninety (90) days employed by Franchisor, any of its affiliates or by any other franchisee of Franchisor, or otherwise directly or indirectly induce such person to leave that person's employment, except as may be permitted under any existing development agreement or franchise agreement between Franchisor and Franchisee.

(iii) Own, maintain, operate, engage in, or have any financial or beneficial interest in (including any interest in a legal entity), advise, assist or make loans to, any Competing Provider, which is, or is intended to be, located within the Assigned Area or within a fifty (50)-mile radius of the location of any Franchise in existence or under construction at any given time during such period.

(c) Public Company. Section 10.3(a)(ii) and (b)(iii) shall not apply to ownership of less than a five percent (5%) beneficial interest in the outstanding equity securities of any publicly held corporation.

(d) Reasonableness. The parties acknowledge and agree that each of the covenants contained in this Section are reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill or other business interests of Franchisor. The parties agree that each of these covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, Franchisee and the Controlling Principals expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section.

(e) Reduction of Scope. Franchisee and the Controlling Principals understand and acknowledge that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Section, or any portion thereof, without their consent, effective immediately upon notice to Franchisee; and Franchisee and the Controlling Principals agree that they shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 18.3.

(f) No Defense. Franchisee and the Controlling Principals expressly agree that the existence of any claims they may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Section.

(g) Covenants of Managers and Franchisee's Principals. Franchisee shall require and obtain execution of covenants similar to those set forth in this Section (including covenants applicable upon the termination of a person's employment with Franchisee) from its General Manager and all other management level personnel of Franchisee who have received or will have access to training from Franchisor. Such covenants shall be substantially in the form set forth in Attachment C. All of Franchisee's Principals not required to sign this Agreement as a Controlling Principal also must execute such covenants. Notwithstanding the foregoing, Franchisor reserves the right, in its sole discretion, to decrease the period of time or geographic scope of the noncompetition covenant set forth in Attachment C or eliminate such noncompetition covenant altogether for any party that is required to execute such agreement under this Section.

10.4 Injunctive Relief. Failure to comply with the requirements of this Article shall constitute a material event of default under this Agreement. Franchisee and the Controlling Principals acknowledge that a violation of the terms of this Article would result in irreparable injury to Franchisor for which no adequate remedy at law may be available, and Franchisee and the Controlling Principals accordingly consent to the issuance of an injunction prohibiting any conduct by Franchisee or the Controlling Principals in violation of the terms of this Article. Franchisee and the Controlling Principals agree to pay all court costs and reasonable attorney fees incurred by Franchisor in connection with the enforcement of this Article, including payment of all costs and expenses for obtaining specific performance of, or an injunction against violation of, the requirements of this Article.

10.5 Definitions. For purposes of this Agreement, "Competing Service" means any product, program, platform, membership, or service that offers hormone optimization, peptide therapy, telehealth wellness treatment, age-management treatment, optimization medicine, IV therapy, recovery modalities, or any other product or service that is the same as, substantially similar to, in competition with, or marketed as a substitute for any product or service then approved for inclusion within the Optimize U System, regardless of the channel through which such product or service is offered, including in-person, online, telehealth, subscription, direct-to-consumer, or hybrid delivery models.

For purposes of this Agreement, "Competing Provider" means any person, entity, platform, medical group, physician organization, compounding pharmacy, laboratory, management company, telehealth provider, or other provider or intermediary that offers, markets, distributes, fulfills, supports, or facilitates the delivery of a Competing Service, directly or indirectly, including through white-label, co-branding, referral, licensing, fulfillment, subscription, or similar arrangements. Competing Provider includes any entity in which Franchisee or any Controlling Principal holds, directly or indirectly, any ownership, investment, profit participation, or other financial interest, if such entity offers, markets, distributes, fulfills, supports, or facilitates a Competing Service.

ARTICLE XI. BOOKS AND RECORDS

11.1 Books and Records. Franchisee shall maintain during the term of this Agreement, and shall preserve for at least five (5) years from the dates of their preparation, full, complete and accurate books, records and accounts, including, but not limited to, sales slips, coupons, purchase orders, payroll records, check stubs, bank statements, sales tax records and returns, cash receipts and disbursements, journals and ledgers, records of EFT transactions, and backup or archived records of information maintained on any computer system in accordance with generally accepted accounting principles and in the form and manner prescribed by Franchisor from time to time in the Manual or otherwise in writing.

11.2 Reports. In addition to the remittance reports required by Articles IV and VIII, Franchisee shall comply with the following reporting obligations:

(a) Monthly Statements. Franchisee shall, at Franchisee's expense, submit to Franchisor, in the form prescribed by Franchisor, profit and loss statement for each of the monthly accounting periods designated by Franchisor (the "Statement Period") (which may be unaudited) for Franchisee within fifteen (15) days after the end of each Statement Period during the term hereof. Each such statement shall be signed by Franchisee's treasurer or chief financial officer or comparable officer attesting that it is true, complete and correct;

(b) Annual Statements. Franchisee shall, at its expense, provide to Franchisor a complete annual financial statement (which may be unaudited) for Franchisee prepared by an independent certified public accountant satisfactory to Franchisor, within ninety (90) days after the end of each fiscal year of Franchisee during the term hereof, showing the results of operations of Franchisee during such fiscal year; Franchisor reserves the right to require the financial statements described above to be audited by an independent Certified Public Accountant; and

(c) Additional Reports. Franchisee shall also submit to Franchisor, for review or auditing, such other forms, reports, records, information and data as Franchisor may reasonably designate, in the form and at the times and places reasonably required by Franchisor, upon request and as specified from time to time in writing.

11.3 Review and Inspection. Franchisor or its designees shall have the right at all reasonable times to review, audit, examine and copy any or all of the books and records, including all supporting invoices and deduction records, of Franchisee as Franchisor may require at the Franchise. Franchisee shall make such books and records available to Franchisor or its designees immediately upon request. Franchisee agrees to cooperate with any certified public accountant engaged for the purposes of such audit and to execute any and all documents required by the audit and further to disclose to the auditor any such information requested by the auditor which Franchisee has in its possession or to which it has reasonable access. If any required royalty payments to Franchisor are delinquent, or if an inspection should reveal that such payments have been understated in any report to Franchisor, then Franchisee shall immediately pay to Franchisor the amount overdue or understated upon demand with interest determined in accordance with the provisions of Section 4.2(d). If an inspection discloses an understatement in any report of one percent (1%) or more, Franchisee shall, in addition, reimburse Franchisor for all costs and expenses connected with the inspection (including, without limitation, reasonable accounting and attorney fees). These remedies shall be in addition to any other remedies Franchisor may have at law or in equity.

11.4 Mistakes. Franchisee understands and agrees that the receipt or acceptance by Franchisor of any of the statements furnished or royalties paid to Franchisor (or the cashing of any royalty checks or processing of any electronic fund transfers) shall not preclude Franchisor from questioning the correctness thereof at any time and, if any inconsistencies or mistakes are discovered in such statements or payments, they shall immediately be rectified by the Franchisee and the appropriate payment shall be made by the Franchisee.

11.5 Release of Information. Franchisee hereby authorizes (and agrees to execute any other documents deemed necessary to effect such authorization) all banks, financial institutions, businesses, suppliers, manufacturers, contractors, vendors and other persons or entities with which Franchisee does business to disclose to Franchisor any requested financial information in their possession relating to Franchisee or the Franchise. Franchisee authorizes Franchisor to disclose data from Franchisee's reports, if Franchisor determines, in its sole discretion, that such disclosure is necessary or advisable, which disclosure may include disclosure to prospective or existing franchisees or other third parties.

11.6 Power-of-Attorney. Notwithstanding any forms and documents that may have been executed by Franchisee under Section 6.9, Franchisee hereby appoints Franchisor its true and lawful attorney-in-fact with full power and authority, for the sole purpose of obtaining any and all returns and reports filed by Franchisee with any state and/or federal taxing authority. This power of attorney shall survive the expiration or termination of this Agreement.

ARTICLE XII. INSURANCE

12.1 Insurance Policy. Franchisee shall procure, upon execution of this Agreement, and shall maintain in full force and effect at all times during the term of this Agreement at Franchisee's expense, an insurance policy or policies protecting Franchisee and Franchisor, and its affiliates, successors and assigns, and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them against any demand or claim with respect to personal injury, death or property damage, or any loss, liability or expense whatsoever arising or occurring upon or in connection with the Franchise.

12.2 Coverage. Such policy or policies shall be written by a responsible carrier or carriers reasonably acceptable to Franchisor and shall include, at a minimum (except as additional coverages and higher policy limits may reasonably be specified by Franchisor from time to time), in accordance with standards and specifications set forth in writing, the following:

(a) Comprehensive General Liability Insurance, including broad form contractual liability, broad form property damage, personal injury, advertising injury, completed operations, products liability and fire damage coverage, in the amount of Two Million Dollars ($2,000,000) combined single limit.

(b) "All Risks" coverage for the full cost of replacement of the Franchise premises and all other property in which Franchisor may have an interest with no coinsurance clause for the premises.

(c) Crime insurance for employee dishonesty in the amount of Ten Thousand Dollars ($10,000) combined single limit.

(d) Automobile liability coverage, including coverage of owned, non-owned and hired vehicles, with coverage in amounts not less than One Million Dollars ($1,000,000) combined single limit.

(e) Worker's compensation insurance in statutory amounts on all employees of Franchisee and employer's liability insurance in amounts not less than One Million Dollars ($1,000,000) per accident/disease.

(f) Such other insurance as may be required by the state or locality in which the Franchise is located and operated.

12.3 Deductibles. Franchisee may, with the prior written consent of Franchisor, elect to have reasonable deductibles in connection with the coverage required under this Section. Such policies shall also include a waiver of subrogation in favor of Franchisor, its affiliates and the respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them.

12.4 Builder's Risk. In connection with any construction, renovation, refurbishment or remodeling of the Franchise, Franchisee shall maintain Builder's Risks/Installation insurance in forms and amounts, and written by a carrier or carriers, reasonably satisfactory to Franchisor.

12.5 No Limitation. Franchisee's obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance that may be maintained by Franchisor, nor shall Franchisee's performance of that obligation relieve it of liability under the indemnity provisions set forth in Article XV.

12.6 Additional Insured. All required insurance policies shall name Franchisor and its affiliates and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, as additional insureds, and shall include a waiver of subrogation in favor of the additional insureds. All such insurance policies shall provide that any interest of the additional insureds therein shall not be affected by any breach by Franchisee of any policy provisions. All public liability and property damage policies shall contain a provision that the additional insureds, although named as insureds, shall nevertheless be entitled to recover under such policies on any loss occasioned to them by reason of the negligence of Franchisee or its servants, agents or employees.

12.7 Certificates of Insurance. Upon execution of this Agreement, and thereafter in accordance with Article II and thirty (30) days prior to the expiration of any such policy, Franchisee shall deliver to Franchisor Certificates of Insurance evidencing the existence and continuation of proper coverage with limits not less than those required hereunder. In addition, if requested by Franchisor, Franchisee shall deliver to Franchisor a copy of the insurance policy or policies required hereunder. Further, all insurance policies required hereunder shall expressly provide that no less than thirty (30) days' prior written notice shall be given to Franchisor in the event of a material alteration to or cancellation of the policies.

12.8 Failure to Maintain. Should Franchisee, for any reason, fail to procure or maintain the insurance required by this Agreement, as such requirements may be revised from time to time by Franchisor in writing, Franchisor shall have the right and authority (without, however, any obligation to do so) immediately to procure such insurance and to charge same to Franchisee, which charges, together with a reasonable fee for Franchisor's expenses in so acting, shall be payable by Franchisee immediately upon notice. The foregoing remedies shall be in addition to any other remedies Franchisor may have at law or in equity.

ARTICLE XIII. DEBTS AND TAXES

13.1 Payment. Franchisee shall promptly pay when due all Taxes (as defined below), levied or assessed, and all accounts and other indebtedness of every kind incurred by Franchisee in the conduct of the franchised business under this Agreement. Without limiting the provisions of Article XV, Franchisee shall be solely liable for the payment of all Taxes and shall indemnify Franchisor for the full amount of all such Taxes and for any liability (including penalties, interest and expenses) arising from or concerning the payment of Taxes, whether Taxes were correctly or legally asserted or not. Franchisee shall submit a copy of all tax filings sent to federal, state, and local tax authorities to Franchisor within ten (10) business days after such filing has been made with the appropriate taxing authority.

13.2 No Deduction. Each payment to be made to Franchisor hereunder shall be made free and clear and without deduction for any Taxes. The term "Taxes" means any present or future taxes, levies, imposts, duties or other charges of whatsoever nature, including any interest or penalties thereon, imposed by any government or political subdivision of such government on or relating to the operation of the franchised business, the payment of monies, or the exercise of rights granted pursuant to this Agreement, except Taxes imposed on or measured by Franchisor's net income.

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

ARTICLE XIV. TRANSFER OF INTEREST

14.1 Transfer by Franchisor. Franchisor shall have the right to transfer or assign this Agreement and all or any part of its rights or obligations herein to any person or legal entity without Franchisee's consent. Specifically, and without limitation to the foregoing, Franchisee agrees that Franchisor may sell its assets, and may sell or license the Marks or the System to a third party; may offer its securities privately or publicly; may merge, acquire other corporations or be acquired by another corporation; may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring; and with regard to any or all of the above sales, assignments and dispositions, Franchisee expressly and specifically waives any claims, demands, or damages against Franchisor arising from or related to the transfer of the Marks (or any variation thereof) or the System from Franchisor to any other party. Nothing contained in this Agreement shall require Franchisor to offer any services or products, whether or not bearing the Marks, to Franchisee, if Franchisor assigns its rights and responsibilities in this Agreement.

14.2 Transfer by Franchisee.

(a) Consent of Franchisor. Franchisee and the Controlling Principals understand and acknowledge that the rights and duties set forth in this Agreement are personal to Franchisee, and that Franchisor has granted rights under this Agreement in reliance on the business skill, financial capacity and personal character of Franchisee and the Controlling Principals and with the expectation that the duties and obligations contained in this Agreement will be performed by Franchisee and those Controlling Principals signing this Agreement. Accordingly, neither Franchisee nor any Controlling Principal, nor any successor or assign of Franchisee or any Controlling Principal, shall sell, assign, transfer, convey, give away, pledge, mortgage or otherwise encumber any direct or indirect interest in this Agreement, in the Franchise or in Franchisee without the prior written consent of Franchisor. Any purported assignment or transfer, by operation of law or otherwise, made in violation of this Agreement shall be null and void and shall constitute a material event of default under this Agreement.

(b) Conditions. If Franchisee wishes to transfer all or part of its interest in the Franchise or this Agreement or if a Controlling Principal wishes to transfer any ownership interest in Franchisee, transferor and the proposed transferee shall apply to Franchisor for its consent. Franchisor shall not unreasonably withhold its consent to a transfer of any interest in Franchisee, in the Franchise or in this Agreement. Franchisor may, however, in its sole discretion, require any or all of the following as conditions of its consent to any such transfer:

(i) Monetary Obligations. All of the accrued monetary obligations of Franchisee and its affiliates and all other outstanding obligations to Franchisor and its affiliates arising under this Agreement or any other agreement shall have been satisfied in a timely manner and Franchisee shall have satisfied all trade accounts and other debts, of whatever nature or kind, in a timely manner;

(ii) No Default. Franchisee and its affiliates shall not be in default of any provision of this Agreement, or any other agreement between Franchisee or any of its affiliates and Franchisor or any of its affiliates, and Franchisee shall have substantially and timely complied with all the terms and conditions of such agreements during the terms thereof;

(iii) Release. The transferor and its principals (if applicable) shall have executed a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor, its affiliates, their respective partners and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, in their corporate and individual capacities, including, without limitation, claims arising under this Agreement and federal, state and local laws, rules and regulations;

(iv) Satisfaction of Criteria. The transferee shall demonstrate to Franchisor's satisfaction that transferee meets the criteria considered by Franchisor when reviewing a prospective franchisee's application for a license, including, but not limited to, Franchisor's educational, managerial and business standards; transferee's moral character, business reputation and credit rating; transferee's aptitude and ability to conduct the franchised business (as may be evidenced by prior related business experience or otherwise); transferee's financial resources and capital for operation of the business; and the geographic proximity and number of other Franchises owned or operated by transferee;

(v) Written Assumption. The transferee shall enter into a written agreement, in a form satisfactory to Franchisor, assuming full, unconditional, joint and several liability for, and agreeing to perform from the date of the transfer, all obligations, covenants and agreements of the transferor contained in this Agreement; and, if transferee is an entity, transferee's owners shall execute such agreement as transferee's principals and guarantee the performance of all such obligations, covenants and agreements;

(vi) New Agreement. If requested by Franchisor, the transferee shall execute, for a term ending on the expiration date of this Agreement and with such renewal terms as may be provided by this Agreement, the standard form franchise agreement then being offered to new System franchisees and other ancillary agreements as Franchisor may require for the Franchise, which agreements shall supersede this Agreement and its ancillary documents in all respects and the terms of which agreements may differ from the terms of this Agreement, including, without limitation, a higher percentage royalty fee, advertising contribution or expenditure requirement; provided, however, that the transferee shall not be required to pay any initial franchise fee; and, if transferee is an entity, transferee's owners shall execute such agreement as transferee's principals and guarantee the performance of all such obligations, covenants and agreements;

(vii) Improvements. The transferee, at its expense, shall renovate, modernize and otherwise upgrade the Franchise and, if applicable, any catering or delivery vehicles to conform to the then-current standards and specifications of the System, and shall complete the upgrading and other requirements within the time period reasonably specified by Franchisor;

(viii) Liability for Prior Acts. The transferor shall remain liable for all of the obligations to Franchisor in connection with the Franchise incurred prior to the effective date of the transfer and shall execute any and all instruments reasonably requested by Franchisor to evidence such liability;

(ix) Training. At the transferee's expense, the transferee, the transferee's operating principal, general manager (as applicable) and/or any other applicable Franchise personnel shall complete any training programs then in effect for franchisees of Franchises upon such terms and conditions as Franchisor may reasonably require;

(x) Transfer Fee. The transferee shall pay to Franchisor a transfer fee of Ten Thousand Dollars ($10,000), or such greater amount as is necessary to reimburse Franchisor for its reasonable costs and expenses associated with reviewing the application to transfer, including, without limitation, legal and accounting fees;

(xi) Entity Representations. If the transferee is an entity, the transferee shall provide to Franchisor evidence satisfactory to Franchisor that the representations, warranties and covenants of Section 6.2 have been satisfied and are true and correct on the date of transfer; and

(xii) No Release from Covenants and Warranties. No assignment, transfer, conveyance, encumbrance or gift of any interest in this Franchise Agreement or the franchise granted hereby shall relieve Franchisee or Franchisee's Operating Principals, Operating Manager, or employees participating in any transfer of liability under the confidentiality and/or noncompetition and nonsolicitation provisions of this Franchise Agreement and of related agreements.

(c) Reasonableness. Franchisee acknowledges and agrees that each condition that must be met by the transferee is reasonable and necessary to assure such transferee's full performance of the obligations hereunder.

(d) Security Interest. Franchisee shall not grant a security interest in the Franchise or in any of Franchisee's assets without Franchisor's prior written consent, which shall not be unreasonably withheld. In connection therewith, the secured party will be required by Franchisor to agree that in the event of any default by Franchisee under any documents related to the security interest, Franchisor shall have the right and option to be substituted as obligor to the secured party and to cure any default of Franchisee.

14.3 Transfer to Affiliate. If the proposed transfer is to an entity formed solely for the convenience of ownership, Franchisor's consent may be conditioned upon any of the requirements in Section 14.2(b), except that the requirements in Sections 14.2(b), 14.2(b)(iv), 14.2(b)(vi), 14.2(b)(vii), 14.2(b)(ix), and 14.2(b)(x) shall not apply. With respect to a transfer to an entity formed for the convenience of ownership, Franchisee shall be the owner of all of the voting stock or interest of such entity and if Franchisee is more than one individual, each individual shall have the same proportionate ownership interest in such entity as he had in Franchisee prior to the transfer.

14.4 Right of First Refusal.

(a) Notice of Offer. If Franchisee wishes to transfer all or part of its interest in the Franchise or this Agreement or if a Controlling Principal wishes to transfer any ownership interest in Franchisee, pursuant to any bona fide offer received from a third party to purchase such interest, then such proposed seller shall promptly notify Franchisor in writing of each such offer, and shall provide such information and documentation relating to the offer as Franchisor may require. Franchisor shall have the right and option, exercisable within thirty (30) days after receipt of such written notification and copies of all documentation required by Franchisor describing such offer, to send written notice to the seller that Franchisor intends to purchase the seller's interest on the same terms and conditions offered by the third party. If Franchisor elects to purchase the seller's interest, closing on such purchase must occur within the later of sixty (60) days from the date of notice to the seller of the election to purchase by Franchisor, sixty (60) days from the date Franchisor receives or obtains all necessary documentation, permits and approvals, or such other date as the parties agree upon in writing. Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same right of first refusal by Franchisor as in the case of an initial offer. Failure of Franchisor to exercise the option afforded by this Section shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of Section 14.2, with respect to a proposed transfer.

(b) Non-Cash Consideration. If an offer from a third party provides for payment of consideration other than cash or involves certain intangible benefits, Franchisor may elect to purchase the interest proposed to be sold for the reasonable cash equivalent. If the parties cannot agree within a reasonable time on the reasonable cash equivalent of the non-cash part of the offer, then such amount shall be determined by two (2) appraisers, with each party selecting one (1) appraiser, and the average of their determinations shall be binding. In the event of such appraisal, each party shall bear its own legal and other costs and shall split the appraisal fees. If Franchisor exercises its right of first refusal herein provided, it shall have the right to set off against any payment therefor (i) all fees for any such independent appraiser due from Franchisee hereunder, and (ii) all amounts due from Franchisee to Franchisor or any of its affiliates.

(c) Default. Failure to comply with the provisions of this Section prior to the transfer of any interest in Franchisee, the Franchise or this Agreement shall constitute a material event of default under this Agreement.

14.5 Death and Permanent Disability.

(a) Death. Upon the death of Franchisee (if Franchisee is a natural person) or any Controlling Principal who is a natural person (the "Deceased"), the executor, administrator or other personal representative of the Deceased shall transfer such interest to a third party in accordance with the conditions described in this Article within twelve (12) months after the death. If no personal representative is designated or appointed or no probate proceedings are instituted with respect to the estate of the Deceased, then the distributee of such interest must be approved by Franchisor. If the distributee is not approved by Franchisor, then the distributee shall transfer such interest to a third party approved by Franchisor within twelve (12) months after the death of the Deceased.

(b) Permanent Disability. Upon the permanent disability of Franchisee (if Franchisee is a natural person) or any Controlling Principal who is a natural person, Franchisor may, in its sole discretion, require such interest to be transferred to a third party in accordance with the conditions described in this Article within six (6) months after notice to Franchisee. "Permanent disability" shall mean any physical, emotional or mental injury, illness or incapacity that would prevent a person from performing the obligations set forth in this Agreement or in the guaranty made part of this Agreement for at least ninety (90) consecutive days and from which condition recovery within ninety (90) days from the date of determination of disability is unlikely. Permanent disability shall be determined by a licensed practicing physician selected by Franchisor, upon examination of the person; or if the person refuses to submit to an examination, then such person automatically shall be deemed permanently disabled as of the date of such refusal for the purpose of this Section. The costs of any examination required by this Section shall be paid by Franchisor.

(c) Notice. Upon the death or claim of permanent disability of Franchisee or any Controlling Principal, Franchisee or a representative of Franchisee must notify Franchisor of such death or claim of permanent disability within five (5) days of its occurrence. Any transfer upon death or permanent disability shall be subject to the same terms and conditions as described in this Section for any *inter vivos* transfer. If an interest is not transferred upon death or permanent disability as required in this Section, then such failure shall constitute a material event of default under this Agreement.

14.6 No Waiver. Franchisor's consent to a transfer of any interest described herein shall not constitute a waiver of any claims that Franchisor may have against the transferring party, nor shall it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement by the transferee.

14.7 Public Offering. Securities in Franchisee may be offered to the public (a "public offering") only with the prior written consent of Franchisor, which consent may be withheld in its sole discretion. As a condition of its consent to such offering, Franchisor, in its sole discretion, may require that immediately after such offering that the Controlling Principals retain a controlling interest in Franchisee. For the purpose of this Agreement, "controlling interest" shall mean that the Controlling Principals, either individually or cumulatively, are entitled, under the entity's organizational documents to cast a sufficient number of votes to require such entity to take or omit to take any action that such entity is required to take or omit to take under this Agreement.

14.8 Review of Offering Materials. All materials required for a public offering by federal or state law shall be submitted to Franchisor for a limited review as discussed below prior to being filed with any governmental agency; and any materials (including any private placement memoranda) to be used in any exempt offering or private placement shall be submitted to Franchisor for such review prior to their use. No Franchisee offering (public or private) shall imply (by use of the Marks or otherwise) that Franchisor is participating in an underwriting, issuance or offering of securities of Franchisee or Franchisor, and Franchisor's review of any offering materials shall be limited solely to the subject of the relationship between Franchisee and Franchisor and its affiliates. Franchisor may, at its option, require Franchisee's offering materials to contain a written statement prescribed by Franchisor concerning the limitations described in the preceding sentence. Franchisee, its Controlling Principals and the other participants in the offering must fully indemnify Franchisor and its affiliates, and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, in connection with the offering. For each proposed public or private offering, Franchisee shall pay to Franchisor such amount as is necessary to reimburse Franchisor for its reasonable costs and expenses associated with reviewing the proposed offering, including, without limitation, legal and accounting fees. Franchisee shall give Franchisor written notice at least thirty (30) days prior to the date of commencement of any offering or other transaction covered by Section 14.7.

14.9 Transfers by Franchisee's Principals. If any person holding an interest in Franchisee, this Agreement or the Franchise (other than Franchisee or a Controlling Principal, which parties shall be subject to the provisions set forth above) transfers such interest, then Franchisee shall promptly notify Franchisor of such proposed transfer in writing and shall provide such information relative thereto as Franchisor may reasonably request prior to such transfer. Such transferee may not be a competitor of Franchisor. Such transferee will be a Franchisee's Principal and as such will have to execute a confidentiality agreement and ancillary covenants not to compete in the form then required by Franchisor, which form shall be in substantially the form attached hereto as Attachment C (*see* Sections 10.2(b) and 10.3(d)). Franchisor also reserves the right to designate the transferee as one of the Controlling Principals.

ARTICLE XV. RELATIONSHIP OF THE PARTIES AND INDEMNIFICATION

15.1 Relationship. The parties acknowledge and agree that this Agreement does not create a fiduciary relationship between them, that Franchisee shall be an independent contractor, and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, joint employer or servant of the other for any purpose.

15.2 Notice to Public. During the term of this Agreement, Franchisee shall hold itself out to the public as an independent contractor conducting its Franchise operations pursuant to the rights granted by Franchisor. Franchisee agrees to take such action as shall be necessary to that end, including, without limitation, exhibiting a notice of that fact in a conspicuous place on the Franchise premises established for the purposes hereunder or on any catering or delivery vehicle and on all letterhead, business cards, forms, and as further described in the Manuals, Franchisor reserves the right to specify in writing the content and form of such notice.

15.3 No Authority. Franchisee understands and agrees that nothing in this Agreement authorizes Franchisee or any of the Controlling Principals to make any contract, agreement, warranty or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name, and that Franchisor shall in no event assume liability for, or be deemed liable under this Agreement as a result of, any such action, or for any act or omission of Franchisee or any of the Controlling Principals or any claim or judgment arising therefrom.

15.4 Employment Policies. Franchisor does not exercise any direction or control over the employment policies or employment decisions of Franchisee. All employees of Franchisee are solely employees of Franchisee, not Franchisor. Franchisee is not Franchisor's agent for any purpose in regard to Franchisee's employees or otherwise.

15.5 Indemnification. Franchisee shall and hereby does indemnify and shall defend at its own cost and save harmless Franchisor, its affiliates, their officers and employees, and their respective successors and assigns, from and against all losses, costs, liabilities, damages, claims and expenses, of every kind and description, however caused, and including reasonable attorney fees, directly or indirectly arising out of or resulting from the construction, operation, alteration, repair or use of the franchised business or the Franchise premises, including the sale of products, service, or merchandise by the franchised business, or of any other business conducted on or in connection with the franchised business by the Franchisee, pertaining to or arising out of or in connection with Franchisee's or Franchisee's Principals', agents', or employees' infringement of any Proprietary Mark, patent or copyright or any misuse of Franchisor's confidential information, violation, breach or asserted violation or breach of any federal, state, or local law, regulation or rule, breach of any representation, covenant or provision of this Agreement or any other agreement between Franchisor and Franchisee or any of its affiliates, and/or acts, errors or omissions incurred in connection with or arising out of the franchised business, including any negligent or intentional acts. This indemnification specifically includes allegations of negligence by Franchisor, or its employees and agents, whether such negligence be sole, joint or concurrent, or active or passive, arising out of or resulting from the matters specified in the preceding sentence. Franchisee shall promptly give written notice to Franchisor of any action, suit, proceeding, claim, demand, inquiry, or investigation related to the foregoing. Franchisor shall in any event have the right, through counsel of its choice at Franchisee's expense, to control the defense or response to any such action if it could affect the interests of Franchisor and such undertaking by Franchisor shall not, in any manner or form, diminish Franchisee's obligations to Franchisor hereunder. Under no circumstances shall Franchisor be required or obligated to seek recovery from third parties or otherwise mitigate its losses in order to maintain a claim under this indemnification and against Franchisee, and the failure of Franchisor to pursue such recovery or mitigate loss will in no way reduce the amounts recoverable by Franchisor from Franchisee. The obligations of Franchisee under this Section shall survive the termination, expiration, or transfer of this Agreement, or any interest herein. Franchisee shall not be required to indemnify any indemnified party to the extent damages or relief otherwise covered under this Section 15.5 are the result of the Franchisee's compliance with or use of procedures or materials provided by Franchisor.

ARTICLE XVI. DEFAULT AND TERMINATION

16.1 Default and Automatic Termination. Franchisee shall be deemed to be in material default under this Agreement, and all rights granted herein shall automatically terminate without notice to Franchisee, if Franchisee shall become insolvent or makes a general assignment for the benefit of creditors; or if Franchisee files a voluntary petition under any section or chapter of federal bankruptcy law or under any similar law or statute of the United States or any state thereof, or admits in writing its inability to pay its debts when due; or if Franchisee is adjudicated a bankrupt or insolvent in proceedings filed against Franchisee under any section or chapter of federal bankruptcy laws or under any similar law or statute of the United States or any state; or if a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's business or assets is filed and consented to by Franchisee; or if a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under any state or federal law should be instituted by or against Franchisee; or if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed); or if Franchisee is dissolved; or if execution is levied against Franchisee's business or property; or if suit to foreclose any lien or mortgage against the

Franchise premises or equipment is instituted against Franchisee and not dismissed within thirty (30) days; or if the real or personal property of Franchisee's Franchise shall be sold after levy thereupon by any sheriff, marshal or constable.

16.2 Default with No or Limited Right to Cure. Franchisee shall be deemed to be in material default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon notice to Franchisee, upon the occurrence of any of the following events.

(a) Unauthorized Location. If Franchisee operates the Franchise or sells any products or services authorized by Franchisor for sale at the Franchise at a location, which has not been approved by Franchisor.

(b) Failure to Acquire Location. If Franchisee fails to acquire a Location for the Franchise within the time and in the manner specified in Article II.

(c) Failure to Construct. If Franchisee fails to construct or remodel the Franchise in accordance with the plans and specifications provided to Franchisee under Section 5.1(c) as such plans may be adapted with Franchisor's approval in accordance with Section 2.5.

(d) Failure to Open. If Franchisee fails to open the Franchise for business within the period specified in Section 2.6.

(e) Cease to Operate. If Franchisee at any time ceases to operate or otherwise abandons the Franchise, or loses the right to possession of the premises, or otherwise forfeits the right to do or transact business in the jurisdiction where the Franchise is located; provided, however, that this provision shall not apply in cases of *Force Majeure* (acts of God, strikes, lockouts or other industrial disturbances, war, riot, epidemic, fire or other catastrophe or other forces beyond Franchisee's control), if through no fault of Franchisee, the premises are damaged or destroyed by an event as described above, provided that Franchisee applies within thirty (30) days after such event, for Franchisor's approval to relocate or reconstruct the premises (which approval shall not be unreasonably withheld) and Franchisee diligently pursues such reconstruction or relocation.

(f) Conviction. If Franchisee or any of the Controlling Principals is convicted of, or has entered a plea of *nolo contendere* to, a felony, a crime involving moral turpitude, or any other crime or offense that Franchisor believes is reasonably likely to have an adverse effect on the System, the Marks, the goodwill associated therewith, or Franchisor's interests therein.

(g) Threat to Public Health. If a threat or danger to public health or safety results from the construction, maintenance, or operation of the Franchise.

(h) Loss of License. If Franchisee experiences a suspension, revocation, lapse, or loss of any license, permit, registration, Medical Director arrangement, professional entity status, or other legal authorization required for the lawful operation of the franchised business as then operated.

(i) Violation of Applicable Law. If there is an entry of a final order, judgment, or directive by any governmental or regulatory authority, which is not stayed pending appeal, finding that Franchisee's ownership structure, operational structure, or provision of medical or other licensed professional services violates applicable law in a manner that materially impairs the lawful operation of the franchised business.

(j) Inability to Lawfully Operate. If Franchisee is unable to lawfully operate the franchised business for more than ten (10) consecutive business days as a result of governmental or regulatory action.

(k) Creation of Regulatory Risk. If Franchisee fails or refuses to discontinue any advertising practice, brand usage, compensation practice, ownership arrangement, telehealth arrangement, non-clinical business practice, or other non-clinical operating practice that Franchisor reasonably determines presents a material regulatory risk to the Marks or the System after notice from Franchisor. For the avoidance of doubt, nothing in this provision authorizes Franchisor to direct patient-specific clinical care or the independent professional judgment of any licensed provider.

(l) Failure to Maintain Operating Principal or General Manager. If Franchisee fails to designate a qualified replacement or successor Operating Principal (or his designee, as applicable) or General Manager within the time required under Section 6.3(c).

(m) Transfer Without Consent. If Franchisee or any of the Controlling Principals purports to transfer any rights or obligations under this Agreement or any interest in Franchisee or the Franchise to any third party without Franchisor's prior written consent or without offering Franchisor a right of first refusal with respect to such transfer, contrary to the terms of Article XIV.

(n) Monetary Default. If Franchisee or any of its affiliates fails, refuses, or neglects promptly to pay when due any monetary obligation owing to Franchisor, or any of its affiliates or vendors, under this Agreement or any other agreement, or to submit the financial or other information required by Franchisor under this Agreement and does not cure such default within five (5) days following notice from Franchisor (or such other cure period specified in such other agreement, unless no cure period is stated or such period is less than five (5) days, in which case the five (5) day cure period shall apply).

(o) Noncompetition. If Franchisee or any of the Controlling Principals fails to comply with the in-term covenants in Section 10.3 or Franchisee fails to obtain execution of the covenants and related agreements required under Section 10.3(g) within thirty (30) days after being requested to do so by Franchisor.

(p) Confidential Information. If, contrary to the terms of Section 10.2(a), Franchisee or any of the Controlling Principals discloses or divulges any confidential information provided to Franchisee or the Controlling Principals by Franchisor, or fails to obtain execution of covenants and related agreements required under Section 10.2(b) within thirty (30) days after being requested to do so by Franchisor.

(q) Transfer Upon Death or Disability. If an approved transfer upon death or permanent disability of Franchisee or any Controlling Principal is not effected within the time period and in the manner prescribed by Section 14.5.

(r) False Books. If Franchisee knowingly maintains false books or records, or submits any false reports to Franchisor.

(s) Breach of Certain Covenants. If Franchisee or any of the Controlling Principals breaches in any material respect any of the covenants set forth in Section 6.2 or has falsely made any of the representations or warranties set forth in Section 6.2.

(t) Failure to Maintain Insurance. If Franchisee fails to procure and maintain such insurance policies as required by Article XII and Franchisee fails to cure such default within seven (7) days following notice from Franchisor.

(u) Misuse of Marks. If Franchisee misuses or makes any unauthorized use of the Marks or otherwise materially impairs the goodwill associated therewith or with the System or Franchisor's rights therein; and does not cure such default within twenty-four (24) hours following notice from Franchisor.

(v) Default Under Lease. If Franchisee fails to comply with any of the requirements imposed by the lease for the Franchise premises or the related collateral assignment of lease in favor of Franchisor, and does not cure such default within the cure period, if any, specified in the lease or assignment.

(w) Cross-Default. If Franchisee or any of its affiliates are in default under any Franchise Agreement with Franchisor or any of its affiliates and does not cure such default within the time period provided in such Franchise Agreement.

(x) Multiple Defaults. If Franchisee and/or the Controlling Principals commit three (3) or more events of default under this Agreement in any 24-month period, whether or not such defaults are of the same or different nature and whether or not such defaults have been cured by Franchisee after notice by Franchisor.

16.3 Default and Right to Cure. Except as provided in Sections 16.1 and 16.2 of this Agreement, upon any default by Franchisee that is susceptible of being cured, Franchisor may terminate this Agreement by giving written notice of termination stating the nature of such default to Franchisee at least thirty (30) days prior to the effective date of termination. However, Franchisee may avoid termination by immediately initiating a remedy to cure such default and curing it to Franchisor's satisfaction within the 30-day period and by promptly providing proof thereof to Franchisor. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to Franchisee effective immediately upon the expiration of the thirty-day period or such longer period as applicable law may require. Defaults that are susceptible of cure hereunder may include, but are not limited to, the following illustrative events:

(a) If Franchisee fails to comply with any of the requirements imposed by this Agreement, as it may from time to time be amended or reasonably be supplemented by Franchisor, or fails to carry out the terms of this Agreement in good faith.

(b) If Franchisee fails to maintain or observe any of the standards, specifications or procedures prescribed by Franchisor in this Agreement or otherwise in writing.

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

(d) If Franchisee fails to establish, maintain, and document a legally compliant structure for the lawful offering of any medical or licensed professional services in the jurisdiction in which the franchised business operates, including compliance with applicable ownership, licensure, supervision, fee-splitting, telehealth, and corporate practice of medicine laws, unless such failure results in a final regulatory order or actual inability to lawfully operate the franchised business, in which case Section 16.2 shall govern.

ARTICLE XVII. POST-TERMINATION

Upon termination or expiration of this Agreement, all rights granted hereunder to Franchisee shall forthwith terminate, and:

17.1 Cease Operation. Franchisee shall immediately cease to operate the Franchise under this Agreement, and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor. Franchisee shall take all steps reasonably requested by Franchisor with regard to Franchisee's obligations upon termination of the Agreement.

17.2 Cease Use of Marks. Franchisee shall immediately and permanently cease to use, in any manner whatsoever, any confidential methods, computer software, procedures, and techniques associated with the System; the mark "Optimize U"; and all other Marks and distinctive forms, slogans, signs, symbols, and devices associated with the System. In particular, Franchisee shall cease to use, without limitation, all signs, advertising materials, displays, stationery, forms, and any other articles, which display the Marks.

17.3 Cancel Assumed Names. Franchisee shall take such action as may be necessary to cancel any assumed name or equivalent registration that contains the mark "Optimize U" or any other service mark or trademark of Franchisor, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within five (5) days after termination or expiration of this Agreement.

17.4 No Imitation. Franchisee agrees, if it continues to operate or subsequently begins to operate any other business, not to use any reproduction, counterfeit, copy or colorable imitation of the Marks, either in connection with such other business or the promotion thereof, that is likely to cause confusion, mistake, or deception, or that is likely to dilute Franchisor's rights in and to the Marks, and further agrees not to utilize any designation of origin or description or representation that falsely suggests or represents an association or connection with Franchisor constituting unfair competition.

17.5 Payment of Monetary Obligations. Within three (3) days following termination, Franchisee and its Controlling Principals shall pay all sums owing to Franchisor and its affiliates. Such sums shall include all damages, costs and expenses, including reasonable attorney fees, incurred by Franchisor as a result of any default by Franchisee, which obligation shall give rise to and remain, until paid in full, a lien in favor of Franchisor against any and all of the personal property, furnishings, equipment, fixtures, and inventory owned by Franchisee and on the premises operated hereunder at the time of default.

17.6 Payment of Damages. Franchisee and the Controlling Principals shall pay to Franchisor all damages, costs and expenses, including reasonable attorney fees, incurred by Franchisor in connection with obtaining any remedy available to Franchisor for any violation of this Agreement and, subsequent to the termination or expiration of this Agreement, in obtaining injunctive or other relief for the enforcement of any provisions of this Article.

17.7 Return of Manuals and Recipes. Franchisee shall immediately deliver to Franchisor all Manuals, proprietary recipes, records, files, instructions, correspondence, all materials related to operating the Franchise, including, without limitation, agreements, invoices, and any and all other materials relating to the operation of the Franchise in Franchisee's possession or control, and all copies thereof (all of which are acknowledged to be Franchisor's property), and shall retain no copy or record of any of the foregoing, except Franchisee's copy of this Agreement and of any correspondence between the parties and any other documents that Franchisee reasonably needs for compliance with any provision of law.

17.8 Confidentiality and Noncompetition. Franchisee and the Controlling Principals shall comply with the restrictions on confidential information contained in Article X and shall also comply with the non-competition covenants contained in Article X. Any other person required to execute similar covenants pursuant to Article X shall also comply with such covenants.

17.9 Advertising Materials. Franchisee shall also immediately furnish Franchisor an itemized list of all advertising and sales promotion materials bearing the Marks or any of Franchisor's distinctive markings, designs, labels, or other marks thereon, whether located on Franchisee's premises or under Franchisee's control at any other location. Franchisor shall have the right to inspect these materials. Franchisor shall have the option, exercisable within thirty (30) days after such inspection, to purchase any or all of the materials at Franchisee's cost, or to require Franchisee to destroy and properly dispose of such materials. Materials not purchased by Franchisor shall not be utilized by Franchisee or any other party for any purpose unless authorized in writing by Franchisor.

17.10 Signs. Upon execution of this Agreement, in partial consideration of the rights granted hereunder, Franchisee acknowledges and agrees that all right, title and interest in the signs used at the Franchise are hereby assigned to Franchisor, and that upon termination or expiration of this Agreement, neither Franchisee nor any lien holder of Franchisee shall have any further interest therein.

17.11 Assignment of Leases. If Franchisee operates the Franchise under a lease for the Franchise premises with a third party or, with respect to any lease for equipment used in the operation of the franchised business, then, Franchisee shall, at Franchisor's option, assign to Franchisor any interest that Franchisee has in any lease for the premises of the Franchise or any equipment related thereto. Franchisor may exercise such option at or within thirty (30) days after either termination or (subject to any existing right to renew) expiration of this Agreement. If Franchisor does not elect to exercise its option to acquire the lease for the Franchise premises or does not have such option, Franchisee shall make such modifications or alterations to the Franchise premises as are necessary to distinguish the appearance of the Franchise from that of other Franchises operating under the System and shall make such specific additional changes as Franchisor may reasonably request. If Franchisee fails or refuses to comply with the requirements of this Section, Franchisor shall have the right to enter upon the premises of the franchised business, without being guilty of trespass or any other crime or tort, to make or cause to be made such changes as may be required, at the expense of Franchisee, which expense Franchisee agrees to pay upon demand.

17.12 Right to Purchase.

(a) Personal Property. Except as provided in Sections 17.9, 17.10, and 17.11, Franchisor shall have the option, to be exercised within thirty (30) days after termination or expiration of this Agreement, to purchase from Franchisee any or all of the furnishings, equipment (including any electronic cash register, computer hardware and/or software systems), signs, fixtures, motor vehicles, supplies, and inventory of Franchisee related to the operation of the Franchise, at Franchisee's cost or fair market value, whichever is less. Franchisor shall be purchasing Franchisee's assets only and shall be assuming no liabilities whatsoever, unless otherwise agreed to in writing by the parties. If the parties cannot agree on the fair market value within thirty (30) days of Franchisor's exercise of its option, fair market value shall be determined by two (2) appraisers, with each party selecting one (1) appraiser, and the average of their determinations shall be binding. In the event of such appraisal, each party shall bear its own legal and other costs and shall split the appraisal fees equally. If Franchisor elects to exercise any option to purchase herein provided, it shall have the right to set off (i) all fees for any such independent appraiser due from Franchisee, (ii) all amounts due from Franchisee to Franchisor or any of its affiliates, and (iii) any costs incurred in connection with any escrow arrangement (including reasonable legal fees), against any payment therefor and shall pay the remaining amount in cash.

(b) Real Property. In addition to the options described above and if Franchisee owns the Franchise premises, then, Franchisor shall have the option, to be exercised at or within thirty (30) days after termination or expiration of this Agreement, to purchase the Franchise premises including any building thereon, if applicable, for the fair market value of the land and building. Franchisor shall purchase assets only and shall assume no liabilities whatsoever, unless otherwise agreed to in writing by the parties. If Franchisee does not own the land on which the Franchise is operated and Franchisor exercises its option for an assignment of the lease, Franchisor may exercise this option for the purpose of purchasing the building if owned by Franchisee and related assets as described above. If the parties cannot agree on fair market value within thirty (30) days of Franchisor's exercise of its option, fair market value shall be determined in accordance with appraisal procedure described above.

(c) Assignments. With respect to the options described in Sections 17.11 and 17.12(a) and (b), Franchisee shall deliver to Franchisor in a form satisfactory to Franchisor, such warranties, deeds, releases of lien, bills of sale, assignments and such other documents and instruments that Franchisor deems necessary in order to perfect Franchisor's title and possession in and to the properties being purchased or assigned and to meet the requirements of all tax and government authorities. If, at the time of closing, Franchisee has not obtained all of these certificates and other documents, Franchisor may, in its sole discretion, place the purchase price in escrow pending issuance of any required certificates or documents.

17.13 Closing of Purchase. The time for closing of the purchase and sale of the properties described in Section 17.12(a) and 17.12(b) shall be a date not later than thirty (30) days after the purchase price is determined by the parties or the determination of the appraisers, or such date Franchisor receives and obtains all necessary permits and approvals, whichever is later, unless the parties mutually agree to designate another date. The time for closing on the assignment of the lease described in Section 17.11 shall be a date no later than ten (10) days after Franchisor's exercise of its option thereunder unless Franchisor is exercising its options under either Section 17.12(a) or 17.12(b), in which case the date of the closing shall be on the same closing date prescribed for such option. Closing shall take place at Franchisor's corporate offices or at such other location as the parties may agree.

17.14 Assignment of Options. Franchisor shall be entitled to assign any and all of its options in this Section to any other party, without the consent of Franchisee.

17.15 Assignment of Telephone Numbers. Franchisee, at the option of Franchisor, shall assign to Franchisor all rights to the telephone numbers of the Franchise and any related Yellow Pages trademark listing or other business listings and execute all forms and documents required by Franchisor and any telephone company at any time to transfer such service and numbers to Franchisor. Further, Franchisee shall assign to Franchisor all Internet listings, domain names, Internet Accounts, advertising on the Internet or World Wide Web, websites, listings with search engines, e-mail addresses or any other similar listing or usage related to the Franchised Business. Notwithstanding any forms and documents that may have been executed by Franchisor under Section 6.9, Franchisee hereby appoints Franchisor its true and lawful agent and attorney-in-fact with full power and authority, for the sole purpose of taking such action as is necessary to complete such assignment. This power of attorney shall survive the expiration or termination of this Agreement. Franchisee shall thereafter use different telephone numbers, e-mail addresses or other listings or usages at or in connection with any subsequent business conducted by Franchisee.

17.16 Entry to Premises. If Franchisee fails or refuses to comply with the requirements of this Section (including, without limitation, removal of all signs and materials containing the Marks or the name, logo or colors of Franchisor), Franchisor or its designees may enter the franchise premises in the Assigned Area without being guilty of trespass or any other crime or tort to make or cause to be made, the changes that are required, at Franchisee's expense, which Franchisee shall pay Franchisor upon demand.

ARTICLE XVIII. MISCELLANEOUS

18.1 Notices. Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by expedited delivery service or certified or registered mail, return receipt requested, first-class postage prepaid, or sent by prepaid facsimile or email (provided that the sender confirms the facsimile or email by sending an original confirmation copy by certified or registered mail or expedited delivery service within three (3) business days after transmission) to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notices to Franchisor: OPTIMIZE U HOLDING LLC
Attn: Joshua Hudson
4625 Falconcrest Dr.
Paducah, KY 42001
Facsimile: _______________

Notices to Franchisee and the Controlling Principals: _________________________
____
____
Attention: _______________
Facsimile: _______________

Any notice shall be deemed to have been given at the time of personal delivery or, in the case of facsimile or email, upon transmission (provided confirmation is sent as described above) or, in the case of expedited delivery service or certified mail, three (3) business days after the date and time of mailing.

18.2 Entire Agreement. This Agreement, the documents referred to herein, and the Attachments hereto, constitute the entire, full and complete agreement between Franchisor and Franchisee and the Controlling Principals concerning the subject matter hereof and shall supersede all prior related agreements between Franchisor and Franchisee and the Controlling Principals. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

18.3 Amendments. Except for those permitted to be made unilaterally by Franchisor hereunder, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

18.4 No Waiver. No delay, waiver, omission or forbearance on the part of Franchisor to exercise any right, option, duty or power arising out of any breach or default by Franchisee or the Controlling Principals under this Agreement shall constitute a waiver by Franchisor to enforce any such right, option, duty or power against Franchisee or the Controlling Principals, or as to a subsequent breach or default by Franchisee or the Controlling Principals. Acceptance by Franchisor of any payments due to it hereunder subsequent to the time at which such payments are due shall not be deemed to be a waiver by Franchisor of any preceding breach by franchisee or the Controlling Principals of any terms, provisions, covenants or conditions of this Agreement.

18.5 Approvals or Consents. Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor, and such approval or consent shall be obtained in writing.

18.6 No Warranties. Franchisor makes no warranties or guarantees upon which Franchisee may rely and assumes no liability or obligation to Franchisee or any third party to which it would not otherwise be subject, by providing any waiver, approval, advice, consent or suggestion to Franchisee in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefor.

18.7 *Force Majeure*. If a *Force Majeure* event shall occur, then, in addition to payments required under Section 16.2(e), Franchisee shall continue to be obligated to pay to Franchisor any and all amounts that it shall have duly become obligated to pay in accordance with the terms of this Agreement prior to the occurrence of any *Force Majeure* event and the Indemnitees shall continue to be indemnified and held harmless by Franchisee in accordance with Article XV. Except as provided in Section 16.2(e) and the immediately preceding sentence herein, none of the parties hereto shall be held liable for a failure to comply with any terms and conditions of this Agreement when such failure is caused by an event of Force Majeure. Upon the occurrence of any event of the type referred to herein, the party affected thereby shall give prompt notice thereof to the other parties, together with a description of the event, the duration for which the party expects its ability to comply with the provisions of the Agreement to be affected thereby and a plan for resuming operation under the Agreement, which the party shall promptly undertake and maintain with due diligence. Such affected party shall be liable for failure to give timely notice only to the extent of damage actually caused.

18.8 MEDIATION. THE PARTIES AGREE TO SUBMIT ANY CLAIM, CONTROVERSY OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT (AND ATTACHMENTS) OR THE RELATIONSHIP CREATED BY THIS AGREEMENT TO NON-BINDING MEDIATION PRIOR TO BRINGING SUCH CLAIM, CONTROVERSY OR DISPUTE IN A COURT OR BEFORE ANY OTHER TRIBUNAL. THE MEDIATION SHALL BE CONDUCTED THROUGH EITHER AN INDIVIDUAL MEDIATOR OR A MEDIATOR APPOINTED BY A MEDIATION SERVICES ORGANIZATION OR BODY, EXPERIENCED IN THE MEDIATION OF DISPUTES BETWEEN FRANCHISORS AND FRANCHISEES, AGREED UPON BY THE PARTIES AND, FAILING SUCH AGREEMENT WITHIN A REASONABLE PERIOD OF TIME AFTER EITHER PARTY HAS NOTIFIED THE OTHER OF ITS DESIRE TO SEEK MEDIATION OF ANY CLAIM, CONTROVERSY OR DISPUTE (NOT TO EXCEED FIFTEEN (15) DAYS), BY THE ARBITRATION SERVICE OF PORTLAND IN ACCORDANCE WITH ITS RULES GOVERNING MEDIATION, AT FRANCHISOR'S CORPORATE HEADQUARTERS IN PADUCAH, KENTUCKY. THE COSTS AND EXPENSES OF MEDIATION, INCLUDING COMPENSATION AND EXPENSES OF THE MEDIATOR (AND EXCEPT FOR THE ATTORNEYS FEES INCURRED BY EITHER PARTY), SHALL BE BORNE BY THE PARTIES EQUALLY. IF THE PARTIES ARE UNABLE TO RESOLVE THE CLAIM, CONTROVERSY OR DISPUTE WITHIN NINETY (90) DAYS AFTER THE MEDIATOR HAS BEEN CHOSEN, THEN THE

MATTER SHALL BE SUBMITTED TO ARBITRATION IN ACCORDANCE WITH SECTION 18.9 TO RESOLVE SUCH CLAIM, CONTROVERSY OR DISPUTE UNLESS SUCH TIME PERIOD IS EXTENDED BY WRITTEN AGREEMENT OF THE PARTIES. NOTWITHSTANDING THE FOREGOING, FRANCHISOR MAY BRING AN ACTION (1) FOR MONIES OWED, (2) FOR INJUNCTIVE OR OTHER EXTRAORDINARY RELIEF, OR (3) INVOLVING THE POSSESSION OR DISPOSITION OF, OR OTHER RELIEF RELATING TO, REAL PROPERTY IN A COURT HAVING JURISDICTION AND IN ACCORDANCE WITH SECTION 18.10, WITHOUT FIRST SUBMITTING SUCH ACTION TO MEDIATION OR ARBITRATION.

18.9 ARBITRATION.

(a) PROCEDURE. EXCEPT AS PROVIDED IN THIS AGREEMENT, FRANCHISOR, FRANCHISEE AND THE CONTROLLING PRINCIPALS AGREE THAT ANY CLAIM, CONTROVERSY OR DISPUTE ARISING OUT OF OR RELATING TO THE FRANCHISE, FRANCHISEE'S ESTABLISHMENT OR OPERATION OF ANY FRANCHISE UNDER THIS AGREEMENT (AND ANY AMENDMENTS THERETO) INCLUDING, BUT NOT LIMITED TO, ANY CLAIM BY FRANCHISEE, OR ANY OF THE CONTROLLING PRINCIPALS, OR PERSONS CLAIMING ON BEHALF OF FRANCHISEE OR THE CONTROLLING PRINCIPALS, CONCERNING THE ENTRY INTO, THE PERFORMANCE UNDER OR THE TERMINATION OF THE AGREEMENT, OR ANY OTHER AGREEMENT BETWEEN FRANCHISOR, OR ITS AFFILIATES, AND FRANCHISEE, ANY CLAIM AGAINST A PAST OR PRESENT OFFICER, DIRECTOR, EMPLOYEE OR AGENT OF FRANCHISOR, INCLUDING THOSE OCCURRING SUBSEQUENT TO THE TERMINATION OF THIS AGREEMENT, THAT CANNOT BE AMICABLY SETTLED AMONG THE PARTIES OR THROUGH MEDIATION SHALL, EXCEPT AS SPECIFICALLY SET FORTH HEREIN AND IN SECTION 18.10, BE REFERRED TO ARBITRATION. THE ARBITRATION SHALL BE CONDUCTED THROUGH AN ORGANIZATION OR BODY EXPERIENCED IN THE ARBITRATION OF DISPUTES BETWEEN FRANCHISORS AND FRANCHISEES DESIGNATED BY FRANCHISOR. IF FRANCHISOR FAILS TO DESIGNATE AN ORGANIZATION OR BODY WITHIN A REASONABLE TIME AFTER THE DISPUTE HAS BEEN REFERRED FOR ARBITRATION (NOT TO EXCEED FIFTEEN (15) DAYS), ARBITRATION SHALL BE CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AS AMENDED, EXCEPT THAT THE ARBITRATOR SHALL APPLY THE FEDERAL RULES OF EVIDENCE DURING THE CONDUCT OF THE HEARING SESSIONS WITH RESPECT TO THE ADMISSIBILITY OF EVIDENCE. IF SUCH RULES ARE IN ANY WAY CONTRARY TO OR IN CONFLICT WITH THIS AGREEMENT, THE TERMS OF THE AGREEMENT SHALL CONTROL. ONLY CLAIMS, CONTROVERSIES OR DISPUTES INVOLVING FRANCHISEE AND THE CONTROLLING PRINCIPALS MAY BE BROUGHT HEREUNDER. NO CLAIM FOR OR ON BEHALF OF ANY OTHER FRANCHISEE OR SUPPLIER, OR CLASS, REPRESENTATIVE OR ASSOCIATION THEREOF, MAY BE BROUGHT BY FRANCHISEE OR THE CONTROLLING PRINCIPALS HEREUNDER.

(b) ARBITRATOR. THE PARTIES SHALL AGREE ON AN ARBITRATOR WITHIN FIFTEEN (15) DAYS OF THE FILING OF ARBITRATION. IF THE

PARTIES CANNOT AGREE ON A SINGLE ARBITRATOR, FRANCHISOR AND FRANCHISEE (OR CONTROLLING PRINCIPAL, AS APPLICABLE) SHALL EACH SELECT ONE ARBITRATOR. IF THE PARTY UPON WHOM THE DEMAND FOR ARBITRATION IS SERVED FAILS TO SELECT AN ARBITRATOR WITHIN FIFTEEN (15) DAYS AFTER THE RECEIPT OF THE DEMAND FOR ARBITRATION, THEN THE ARBITRATOR SO DESIGNATED BY THE PARTY REQUESTING ARBITRATION SHALL ACT AS THE SOLE ARBITRATOR TO RESOLVE THE CONTROVERSY AT HAND. THE TWO ARBITRATORS DESIGNATED BY THE PARTIES SHALL SELECT A THIRD ARBITRATOR. IF THE TWO ARBITRATORS DESIGNATED BY THE PARTIES FAIL TO SELECT A THIRD ARBITRATOR WITHIN FIFTEEN (15) DAYS, THE THIRD ARBITRATOR SHALL BE SELECTED BY THE ORGANIZATION AGREED UPON OR THE AMERICAN ARBITRATION ASSOCIATION OR ANY SUCCESSOR THERETO, UPON APPLICATION BY EITHER PARTY. ALL OF THE ARBITRATORS SHALL BE EXPERIENCED IN THE ARBITRATION OF DISPUTES BETWEEN FRANCHISORS AND FRANCHISEES. THE ARBITRATION SHALL TAKE PLACE AT FRANCHISOR'S CORPORATE OFFICES. THE AWARD OF THE ARBITRATORS SHALL BE FINAL AND JUDGMENT UPON THE AWARD RENDERED IN ARBITRATION MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE COSTS AND EXPENSES OF ARBITRATION MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE ARBITRATORS SHALL BE REQUIRED TO SUBMIT WRITTEN FINDINGS OF FACT AND CONCLUSIONS OF LAW WITHIN THIRTY (30) BUSINESS DAYS FOLLOWING THE FINAL HEARING SESSION OF THE ARBITRATION. THE COSTS AND EXPENSES OF ARBITRATION, INCLUDING COMPENSATION AND EXPENSES OF THE ARBITRATORS, SHALL BE BORNE BY THE PARTIES AS THE ARBITRATORS DETERMINE.

(c) EXCEPTIONS. NOTWITHSTANDING THE ABOVE, THE FOLLOWING SHALL NOT BE SUBJECT TO ARBITRATION:

(i) DISPUTES AND CONTROVERSIES ARISING FROM THE SHERMAN ACT, THE CLAYTON ACT OR ANY OTHER FEDERAL OR STATE ANTITRUST LAW;

(ii) DISPUTES AND CONTROVERSIES BASED UPON OR ARISING UNDER THE LANHAM ACT, AS NOW OR HEREAFTER AMENDED, RELATING TO THE OWNERSHIP OR VALIDITY OF THE MARKS; AND

(iii) DISPUTES AND CONTROVERSIES RELATING TO ACTIONS TO OBTAIN POSSESSION OF THE PREMISES OF THE FRANCHISE UNDER LEASE OR SUBLEASE.

(d) SPECIFIC PERFORMANCE. IF FRANCHISOR SHALL DESIRE TO SEEK SPECIFIC PERFORMANCE OR OTHER EXTRAORDINARY RELIEF INCLUDING, BUT NOT LIMITED TO, INJUNCTIVE RELIEF UNDER THIS AGREEMENT AND ANY AMENDMENTS THERETO, OR TO COLLECT MONIES DUE, THEN ANY SUCH ACTION SHALL NOT BE SUBJECT TO ARBITRATION AND FRANCHISOR SHALL HAVE THE RIGHT TO BRING SUCH ACTION AS DESCRIBED IN SECTION 18.10.

(e) LIMITS ON ARBITRATOR. IN PROCEEDING WITH ARBITRATION AND IN MAKING DETERMINATIONS HEREUNDER, THE ARBITRATORS SHALL NOT EXTEND, MODIFY OR SUSPEND ANY TERMS OF THIS AGREEMENT OR THE REASONABLE STANDARDS OF BUSINESS PERFORMANCE AND OPERATION ESTABLISHED BY FRANCHISOR IN GOOD FAITH. NOTICE OF OR REQUEST TO OR DEMAND FOR ARBITRATION SHALL NOT STAY, POSTPONE OR RESCIND THE EFFECTIVENESS OF ANY TERMINATION OF THIS AGREEMENT. THE ARBITRATORS SHALL APPLY KENTUCKY LAW AND THE TERMS OF THIS AGREEMENT IN REACHING THEIR DECISION.

18.10 GOVERNING LAW AND VENUE. WITH RESPECT TO ANY CLAIMS, CONTROVERSIES OR DISPUTES THAT ARE NOT FINALLY RESOLVED THROUGH MEDIATION OR ARBITRATION, OR AS OTHERWISE PROVIDED ABOVE, FRANCHISEE AND THE CONTROLLING PRINCIPALS HEREBY IRREVOCABLY SUBMIT THEMSELVES TO THE JURISDICTION OF THE STATE COURTS OF KENTUCKY AND THE FEDERAL DISTRICT COURT FOR THE DISTRICT OF KENTUCKY. FRANCHISEE AND THE CONTROLLING PRINCIPALS HEREBY WAIVE ALL QUESTIONS OF PERSONAL JURISDICTION FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. FRANCHISEE AND THE CONTROLLING PRINCIPALS HEREBY AGREE THAT SERVICE OF PROCESS MAY BE MADE UPON ANY OF THEM IN ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY KENTUCKY OR FEDERAL LAW. FRANCHISEE AND THE CONTROLLING PRINCIPALS FURTHER AGREE THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE MCCRACKEN COUNTY, KENTUCKY; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION (1) FOR MONIES OWED, (2) FOR INJUNCTIVE OR OTHER EXTRAORDINARY RELIEF, OR (3) INVOLVING POSSESSION OR DISPOSITION OF, OR OTHER RELIEF RELATING TO, REAL PROPERTY, FRANCHISOR MAY BRING SUCH ACTION IN ANY STATE OR FEDERAL DISTRICT COURT THAT HAS JURISDICTION. WITH RESPECT TO ALL CLAIMS, CONTROVERSIES, DISPUTES OR ACTIONS, RELATED TO THIS AGREEMENT OR THE RELATIONSHIP CREATED THEREBY, THIS AGREEMENT AND ANY SUCH RELATED CLAIMS, CONTROVERSIES, DISPUTES OR ACTIONS SHALL BE GOVERNED, ENFORCED AND INTERPRETED UNDER KENTUCKY LAW.

18.11 MUTUAL BENEFIT. FRANCHISEE, THE CONTROLLING PRINCIPALS AND FRANCHISOR ACKNOWLEDGE THAT THE PARTIES' AGREEMENT REGARDING APPLICABLE STATE LAW AND FORUM SET FORTH IN SECTION 18.10 PROVIDE EACH OF THE PARTIES WITH THE MUTUAL BENEFIT OF UNIFORM INTERPRETATION OF THIS AGREEMENT AND ANY DISPUTE ARISING OUT OF THIS AGREEMENT OR THE PARTIES' RELATIONSHIP CREATED BY THIS AGREEMENT. EACH OF FRANCHISEE, THE CONTROLLING PRINCIPALS AND FRANCHISOR FURTHER ACKNOWLEDGES THE RECEIPT AND SUFFICIENCY OF MUTUAL CONSIDERATION FOR SUCH BENEFIT AND THAT EACH PARTY'S AGREEMENT REGARDING APPLICABLE STATE LAW AND CHOICE OF FORUM HAVE BEEN NEGOTIATED FOR IN GOOD FAITH AND ARE PART OF THE BENEFIT OF THE BARGAIN REFLECTED BY THIS AGREEMENT.

18.12 PERFORMANCE IN PADUCAH, KENTUCKY. FRANCHISEE, THE CONTROLLING PRINCIPALS AND FRANCHISOR ACKNOWLEDGE THAT THE EXECUTION OF THIS AGREEMENT AND ACCEPTANCE OF THE TERMS BY THE PARTIES OCCURRED IN PADUCAH, KENTUCKY, AND FURTHER ACKNOWLEDGE THAT THE PERFORMANCE OF CERTAIN OBLIGATIONS OF FRANCHISEE ARISING UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PAYMENT OF MONIES DUE HEREUNDER AND THE SATISFACTION OF CERTAIN TRAINING REQUIREMENTS OF FRANCHISOR, SHALL OCCUR IN PADUCAH, KENTUCKY.

18.13 DISPUTE RESOLUTION PROGRAM. WITHOUT LIMITING ANY OF THE FOREGOING, FRANCHISOR RESERVES THE RIGHT, AT ANY TIME, TO CREATE A DISPUTE RESOLUTION PROGRAM AND RELATED SPECIFICATIONS, STANDARDS, PROCEDURES AND RULES FOR THE IMPLEMENTATION THEREOF TO BE ADMINISTERED BY FRANCHISOR OR ITS DESIGNEES FOR THE BENEFIT OF ALL FRANCHISEES CONDUCTING BUSINESS UNDER THE SYSTEM. THE STANDARDS, SPECIFICATIONS, PROCEDURES AND RULES FOR SUCH DISPUTE RESOLUTION PROGRAM SHALL BE MADE PART OF THE MANUALS AND IF MADE PART OF THE MANUALS, ON EITHER A VOLUNTARY OR MANDATORY BASIS, FRANCHISEE SHALL COMPLY WITH ALL SUCH STANDARDS, SPECIFICATIONS, PROCEDURES AND RULES IN SEEKING RESOLUTION OF ANY CLAIMS, CONTROVERSIES OR DISPUTES WITH OR INVOLVING FRANCHISOR OR OTHER FRANCHISEES, IF APPLICABLE UNDER THE PROGRAM. IF SUCH DISPUTE RESOLUTION PROGRAM IS MADE MANDATORY, THEN FRANCHISEE AND FRANCHISOR AGREE TO SUBMIT ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT (AND ATTACHMENTS) OR THE RELATIONSHIP CREATED BY THIS AGREEMENT FOR RESOLUTION IN ACCORDANCE WITH SUCH DISPUTE RESOLUTION PROGRAM PRIOR TO SEEKING RESOLUTION OF SUCH CLAIMS, CONTROVERSIES OR DISPUTES IN THE MANNER DESCRIBED IN SECTIONS 18.8 to 18.10 (PROVIDED THAT THE PROVISIONS OF SECTION 18.10 CONCERNING FRANCHISOR'S RIGHT TO SEEK RELIEF IN A COURT FOR CERTAIN ACTIONS INCLUDING FOR INJUNCTIVE OR OTHER EXTRAORDINARY RELIEF SHALL NOT BE SUPERSEDED OR AFFECTED BY THIS SECTION) OR IF SUCH CLAIM, CONTROVERSY OR DISPUTE RELATES TO ANOTHER FRANCHISEE, FRANCHISEE AGREES TO PARTICIPATE IN THE PROGRAM AND SUBMIT ANY SUCH CLAIMS, CONTROVERSIES OR DISPUTES IN ACCORDANCE WITH THE PROGRAM'S STANDARDS, SPECIFICATIONS, PROCEDURES AND RULES, PRIOR TO SEEKING RESOLUTION OF SUCH CLAIM BY ANY OTHER JUDICIAL OR LEGALLY AVAILABLE MEANS.

18.14 WAIVER OF CERTAIN DAMAGES. FRANCHISEE AND THE CONTROLLING PRINCIPALS HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS) AGAINST FRANCHISOR, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, AGENTS, REPRESENTATIVES, INDEPENDENT CONTRACTORS, SERVANTS AND EMPLOYEES, IN THEIR CORPORATE AND INDIVIDUAL CAPACITIES, ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE BE BASED IN CONTRACT,

NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) AND AGREES THAT IN THE EVENT OF A DISPUTE, FRANCHISEE AND THE CONTROLLING PRINCIPALS SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT. IF ANY OTHER TERM OF THIS AGREEMENT IS FOUND OR DETERMINED TO BE UNCONSCIONABLE OR UNENFORCEABLE FOR ANY REASON, THE FOREGOING PROVISIONS OF WAIVER BY AGREEMENT OF PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS) SHALL CONTINUE IN FULL FORCE AND EFFECT.

18.15 Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed shall be an original, and all of which shall constitute one and the same instrument.

18.16 Headings. The captions used in connection with the sections and subsections of this Agreement are inserted only for purpose of reference. Such captions shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part thereof nor shall such captions otherwise be given any legal effect.

18.17 Survival. Any obligation of Franchisee or the Controlling Principals that contemplates performance of such obligation after termination or expiration of this Agreement or the transfer of any interest of Franchisee or the Controlling Principals therein, shall be deemed to survive such termination, expiration or transfer.

18.18 Severability. Except as expressly provided to the contrary herein, each portion, section, part, term and provision of this Agreement shall be considered severable; and if, for any reason, any portion, section, part, term or provision is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, this shall not impair the operation of, or have any other effect upon, the other portions, sections, parts, terms or provisions of this Agreement that may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties; the invalid portions, sections, parts, terms or provisions shall be deemed not to be part of this Agreement; and there shall be automatically added such portion, section, part, term or provision as similar as possible to that which was severed which shall be valid and not contrary to or in conflict with any law or regulation.

18.19 Construction. All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, where applicable. Without limiting the obligations individually undertaken by the Controlling Principals under this Agreement, all acknowledgments, promises, covenants, agreements and obligations made or undertaken by Franchisee in this Agreement shall be deemed, jointly and severally, undertaken by all of the Controlling Principals.

18.20 Remedies. All rights and remedies of the parties to this Agreement shall be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies that are provided for herein or that may be available at law or in equity in case of any breach, failure or default or threatened breach, failure or default of any term, provision or condition of this Agreement or any other agreement between Franchisee or any of its affiliates and Franchisor or any of its affiliates. The rights and remedies of the parties to this Agreement shall be continuing and shall not be exhausted by any one or more uses thereof, and may be exercised at any time or from time to time as often as may be expedient; and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time. The expiration, earlier termination or exercise of Franchisor's rights pursuant to Article XVI shall not discharge or release Franchisee or any of the Controlling Principals from any liability or obligation then accrued, or any liability or obligation continuing beyond, or arising out of, the expiration, the earlier termination or the exercise of such rights under this Agreement.

18.21 Franchisee's Principals and Controlling Principals. The term "Franchisee's Principals" shall include, collectively and individually, Franchisee's spouse, if Franchisee is an individual, all officers and directors of Franchisee (including the officers and directors of any entity that controls Franchisee) whom Franchisor designates as Franchisee's Principals and all holders of an ownership interest in Franchisee and of any entity directly or indirectly controlling Franchisee, and any other person or entity controlling, controlled by or under common control with Franchisee. The initial Franchisee's Principals shall be listed on Attachment A. The term "Controlling Principals" shall include, collectively and individually, any Franchisee's Principal who has been designated by Franchisor as a Controlling Principal hereunder. For purposes of this Agreement, a publicly held corporation is a corporation registered pursuant to Section 12 of the Securities Exchange Act of 1934, as amended, or a corporation subject to the requirements of Section 15(d) of such Act.

18.22 Legal Entities. Each reference to the organizational documents, equity owners, directors, and officers of a corporation in this Agreement shall be deemed to refer to the functional equivalents of such organizational documents, equity owners, directors, and officers, as applicable, in the case of any other entity.

18.23 No Third-Party Beneficiaries. Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Franchisee, Franchisor, Franchisor's officers, directors and personnel and such of Franchisee's and Franchisor's respective successors and assigns as may be contemplated (and, as to Franchisee, authorized by Article XIV), any rights or remedies under or as a result of this Agreement.

ARTICLE XIX. ACKNOWLEDGMENTS

19.1 Independent Investigation. Franchisee acknowledges that it has conducted an independent investigation of the business venture contemplated by this Agreement and recognizes that the success of this business venture involves substantial business risks and will largely depend upon the ability of Franchisee. Franchisor expressly disclaims making, and Franchisee acknowledges that it has not received or relied on, any warranty or guarantee, express or implied, as to the potential volume, profits, or success of the business venture contemplated by this Agreement.

19.2 Assumption of Risk. Because laws relating to the corporate practice of medicine, fee-splitting, physician ownership, telehealth, supervision, and allied health services vary by jurisdiction and are subject to regulatory interpretation and change, certain products, services, structures, ownership arrangements, compensation models, marketing practices, or operating procedures that may be permissible in one jurisdiction may be prohibited or restricted in another. Franchisee assumes the risk of legal noncompliance in its jurisdiction and must independently determine, through qualified legal counsel, the lawfulness of its structure and operations.

19.3 Review and Understanding. Franchisee acknowledges that Franchisee has received, read and understands this Agreement and the related Attachments and agreements and that Franchisor has afforded Franchisee sufficient time and opportunity to consult with advisors selected by Franchisee about the potential benefits and risks of entering into this Agreement.

19.4 Receipt of Documents. Franchisee acknowledges that it received a complete copy of this Agreement and all related Attachments and agreements at least five (5) business days prior to the date on which this Agreement was executed. Franchisee further acknowledges that it has received the disclosure document required by the Trade Regulation Rule of the Federal Trade Commission entitled "Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunity Ventures" at least ten (10) business days prior to the date on which this Agreement was executed.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date first above written.

FRANCHISOR:	**FRANCHISEE:**
OPTIMIZE U HOLDING LLC	
By:______________________________	By:______________________________
Name:____________________________	Name:____________________________
Title:_____________________________	Title:_____________________________

ATTACHMENT A

LOCATION, ASSIGNED AREA, AREA OF PRIMARY RESPONSIBILITY, OPENING DATE, STATEMENT OF OWNERSHIP INTERESTS AND FRANCHISEES PRINCIPALS

(I) LOCATION

Pursuant to Sections 1.2 and 2.2(c) of the Franchise Agreement, the Franchise shall be located at the following Location:

____

____

(II) ASSIGNED AREA

Pursuant to Section 1.3 of the Franchise Agreement, the Assigned Area shall be:

____

____

(III) AREA OF PRIMARY RESPONSIBILITY

Pursuant to Section 1.4 of the Franchise Agreement, the Area of Primary Responsibility shall be:

____

____

(IV) OPENING DATE

Pursuant to Section 2.6 of the Franchise Agreement, the Opening Date of the Franchise shall be:

_________________________, 20__

(V) STATEMENT OF OWNERSHIP INTERESTS

The following is a list of all shareholders, partners, or other investors in Franchisee, including all investors who own or hold a direct or indirect interest in Franchisee, and a description of the nature of their interest:

Name	Percentage of Ownership	Nature of Interest
________________________________	______	__________________________
________________________________	______	__________________________

Name	Percentage of Ownership	Nature of Interest
______________________________	______	________________________
______________________________	______	________________________

(VI) FRANCHISEE'S PRINCIPALS

In addition to the persons listed in Paragraph 5, the following is a list of all of Franchisee's Principals described in and designated pursuant to Section 18.21 of the Franchise Agreement. Unless designated as a Controlling Principal, each of Franchisee's Principals shall execute the Confidentiality Agreement and Ancillary Covenants Not to Compete substantially in the form set forth in Attachment C (*see* Sections 10.2(b) and 10.3(g)) of the Franchise Agreement):

____

____

____

____

ATTACHMENT B

COLLATERAL ASSIGNMENT OF LEASE

This Collateral Assignment of Lease (this "Assignment") is made this ____ day of ______, 20___, by _______________ ("Franchisee"), in favor of OPTIMIZE U HOLDING LLC, a Kentucky limited liability company ("Franchisor").

WHEREAS, Franchisor and Franchisee are parties to that certain Franchise Agreement dated ______, 20____ (the "Franchise Agreement");

WHEREAS, Franchisee is a tenant under that certain lease (the "Lease") dated ________ ______, 20____for space located at ____ (the "Leased Premises") with ____________________________ ("Landlord");

WHEREAS, in consideration of Franchisor's consent to operate the Leased Premises under the Franchise Agreement, and as security for Franchisee's obligations under the Franchise Agreement, a collateral assignment is made of Franchisee's interest in, to, and under the Lease; to be exercised, if at all, upon the occurrence of an event of default under, or termination or expiration of, the Franchise Agreement; and

WHEREAS, Franchisee is willing to assign its rights, privileges, powers and interests in, to and under the Lease (including all deposits paid by or for the benefit of Franchisee) to Franchisor upon the conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Franchisee hereby agrees for the benefit of Franchisor as follows:

1. As collateral security for Franchisor, Franchisee hereby assigns all of its rights, powers, privileges and interests in, to and under the Lease to Franchisor, fully intending that Franchisor shall have the rights and powers and be entitled to the benefits thereunder to the same degree and extent as though the Lease had been made between the Landlord and Franchisor, subject, however, to the conditions hereof.

2. This Assignment is executed only as collateral security for Franchisee's obligations under the Franchise Agreement, and the execution and delivery hereof shall not subject Franchisor to or in any way affect or modify the liability of Franchisee under the Lease, and all obligations of Franchisee under the Lease shall be and remain enforceable. Franchisor will not exercise its rights hereunder except upon the occurrence of an event of default under, or termination or expiration of, the Franchise Agreement. Notwithstanding the foregoing, until written notice is sent to Franchisee that an event of default or termination has occurred, Franchisee is granted a license to maintain its rights and the benefits under the Lease.

3. So long as (a) no event of default under the Franchise Agreement exists, (b) the Franchise Agreement remains in effect, and (c) Franchisee is not in default of any of its obligations hereunder or under the Lease, Franchisor agrees not to enforce or seek to enforce any of the rights, powers and privileges transferred to Franchisor pursuant to this Assignment.

4. Franchisee hereby agrees to provide prompt written notice to Franchisor of any default by either party to the Lease. If Franchisor exercises its rights under this Assignment, Franchisee shall continue to be fully liable and responsible for all undischarged obligations or liabilities of Franchisee under the Lease, and Franchisor shall have the right, but not the obligation, to perform each of Franchisee's obligations under the Lease.

5. Franchisee agrees that Franchisor shall not be obligated to perform or discharge any obligation, duty or liability under the Lease by reason of this Assignment, and that this Assignment and Franchisor's performance hereunder or under the Lease shall not release Franchisee from any liability under the Lease.

6. Franchisee represents that, as of the date hereof, Franchisee is not in breach of the Lease. Franchisee agrees not to do, or suffer to be done, any of the following acts without obtaining the prior written consent of Franchisor, which may be granted or withheld in the sole discretion of Franchisor: (a) cancel the Lease; (b) surrender the Lease; (c) assign the Lease or any deposit paid by or for the benefit of Franchisee thereunder or any portion thereof; or (d) fail to perform any obligation in accordance with the provisions of the Lease. Any of said acts, if done or suffered to be done without Franchisor's prior written consent, shall constitute a default hereunder.

7. In the event of any default by Franchisee under the Lease, this Assignment, or the Franchise Agreement, Franchisor shall have the right, but not the obligation, until such default is cured, to cure such default, and take any action, including taking possession of the Leased Premises, to preserve Franchisee's rights under the Lease and Franchisor's rights under this Assignment and the Franchise Agreement, and Franchisee and Landlord have granted to Franchisor the right of access to the Leased Premises for this purpose, if such action is necessary.

8. Franchisee hereby represents and warrants to Franchisor that it has not executed any prior assignment of the Lease nor has it performed any acts or executed any other instrument which might prevent Franchisor from operating under any of the terms and conditions of the Lease or this Assignment, or which would limit Franchisor in such operation. Franchisee further represents and warrants to Franchisor that it will not execute or grant any modification whatsoever of the Lease, either orally or in writing, without Franchisor's prior written consent.

9. Any notice or communication hereunder must be in writing, and must be given as provided in the Franchise Agreement.

10. Franchisee hereby irrevocably appoints Franchisor as Franchisee's attorney-in-fact to exercise any or all of Franchisee's rights in, to, or under the Lease from and after the occurrence of an event of default under the Franchise Agreement or the Lease, to execute deeds and other conveyance documents, to give appropriate receipts, releases, and satisfactions on behalf of Franchisee in connection with Franchisee's performance under the Lease from and after the occurrence of any such event of default, and to do any or all other acts from and after the occurrence of any such event of default, in Franchisee's name or in Franchisor's own name, that Franchisee could do under the Lease with the same force and effect as if this Assignment had not been made. This power of attorney is coupled with an interest. Nothing contained in this Assignment shall limit any rights or remedies of the Franchisor under the Franchise Agreement.

11. All the covenants and agreements hereinabove contained on the part of Franchisee and Franchisor shall inure to the benefit of and bind their successors and assigns, respectively,

including any purchaser at a foreclosure sale. Franchisor may assign its rights hereunder without Franchisee's consent.

12. This Assignment shall be governed by and construed in accordance with the laws of the State of Kentucky.

13. This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Franchisee has caused this Assignment to be executed as of the date first above written.

FRANCHISEE:

____

By:______________________________
Name:____________________________
Title:_____________________________

ACKNOWLEDGEMENT

STATE OF ____________________, County of ___________________________) ss:

BEFORE ME, the undersigned, on this day, personally appeared _______________, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she is the ____________ of ___________________, that he/she is fully authorized to execute the foregoing instrument on behalf of such entity, and that he/she executed the same as his/her free act and deed in the capacity and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____________, 20____.

____
Notary Public for ___________________
My commission expires:______________

ATTACHMENT C

CONFIDENTIALITY AGREEMENT AND ANCILLARY COVENANTS NOT TO COMPETE

This Agreement is made and entered into this ____ day of _____________, 20____, among OPTIMIZE U HOLDING LLC, a Kentucky limited liability company ("Franchisor"), ____________ _____________________ ("Franchisee"), and ______________________ ("Covenantor").

RECITALS

WHEREAS, Franchisor has developed and owns a unique system (the "System") for the development and operation of retail outlets that will feature the mark "Optimize U" ("Franchise"); and

WHEREAS, the System includes, but is not limited to, certain trade names, service marks, trademarks, logos, emblems and indicia of origin, including, but not limited to, the mark "Optimize U" and such other trade names, service marks, trademarks, logos, insignia, slogans, emblems, designs and commercial symbols as Franchisor may develop in the future to identify for the public the source of services and products marketed under such marks and under the System and representing the System's high standards of quality, appearance and service and distinctive exterior and interior design, I and color scheme and furnishings ("Marks"); uniform standards, specifications and procedures for inventory and management and financial control; operations; quality and uniformity of products and services offered; procedures for management and financial control; training and assistance; and advertising and promotional programs; all of which may be changed, improved and further developed by Franchisor from time to time and are used by Franchisor in connection with the operation of the System ("Trade Secrets"); and

WHEREAS, the Marks and Trade Secrets provide economic advantages to Franchisor and the Trade Secrets are not generally known to, and are not readily ascertainable by proper means by, Franchisor's competitors who could obtain economic value from knowledge and use of the Trade Secrets; and

WHEREAS, Franchisor has taken and intends to take all reasonable steps to maintain the confidentiality and secrecy of the Trade Secrets; and

WHEREAS, Franchisor has granted Franchisee the limited right to operate a Franchise using the System, the Marks and the Trade Secrets for the period defined in the Franchise Agreement dated ________________, 20____ ("Franchise Agreement"), by and between Franchisor and Franchisee; and

WHEREAS, Franchisor and Franchisee have agreed in the Franchise Agreement on the importance to Franchisor and to Franchisee and other licensed users of the System of restricting the use, access and dissemination of the Trade Secrets; and

WHEREAS, it will be necessary for certain employees, agents, independent contractors, officers, directors and interest holders of Franchisee, or any entity having an interest in Franchisee ("Covenantor") to have access to and to use some or all of the Trade Secrets in the management and operation of Franchisee's business using the System; and

WHEREAS, Franchisee has agreed to obtain from those covenantors' written agreements protecting the Trade Secrets and the System against unfair competition; and

WHEREAS, Covenantor wishes to remain, or wishes to become associated with or employed by Franchisee; and

WHEREAS, Covenantor wishes and needs to receive and use the Trade Secrets in the course of his employment or association in order to effectively perform his services for Franchisee; and

WHEREAS, Covenantor acknowledges that receipt of and the right to use the Trade Secrets constitutes independent valuable consideration for the representations, promises and covenants made by Covenantor herein;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

A. CONFIDENTIALITY AGREEMENT

1. Franchisor and/or Franchisee shall disclose to Covenantor some or all of the Trade Secrets relating to the System. All information and materials, including, without limitation, any manuals, drawings, specifications, techniques and compilations of data that Franchisor provides to Franchisee and/or Covenantor shall be deemed confidential Trade Secrets for the purposes of this Agreement.

2. Covenantor shall receive the Trade Secrets in confidence and shall, at all times, maintain them in confidence, and use them only in the course of his employment or association with an Franchisee and then only in connection with the development and/or operation by Franchisee of a Franchise for so long as Franchisee is licensed by Franchisor to use the System.

3. Covenantor shall not at any time make copies of any documents or compilations containing some or all of the Trade Secrets without Franchisor's express written permission.

4. Covenantor shall not at any time disclose or permit the disclosure of the Trade Secrets except to other employees of Franchisee and only to the limited extent necessary to train or assist other employees of Franchisee in the development or operation of a Franchise using the System.

5. Covenantor shall surrender any material containing some or all of the Trade Secrets to Franchisee or Franchisor, upon request, or upon termination of employment by Franchisee, or upon conclusion of the use for which such information or material may have been furnished to Covenantor.

Covenantor shall not at any time, directly or indirectly, do any act or omit to do any act that would or would likely be injurious or prejudicial to the goodwill associated with the Trade Secrets and the System.

All manuals are loaned by Franchisor to Franchisee for limited purposes only and remain the property of Franchisor and may not be reproduced, in whole or in part, without Franchisor's written consent.

B. COVENANTS NOT TO COMPETE

1. Definitions. For purposes of this Agreement, "Competing Service" means any product, program, platform, membership, or service that offers hormone optimization, peptide therapy, telehealth wellness treatment, age-management treatment, optimization medicine, IV therapy, recovery modalities, or any other product or service that is the same as, substantially similar to, in competition with, or marketed as a substitute for any product or service then approved for inclusion within the Optimize U System, regardless of the channel through which such product or service is offered, including in-person, online, telehealth, subscription, direct-to-consumer, or hybrid delivery models.

For purposes of this Agreement, "Competing Provider" means any person, entity, platform, medical group, physician organization, compounding pharmacy, laboratory, management company, telehealth provider, or other provider or intermediary that offers, markets, distributes, fulfills, supports, or facilitates the delivery of a Competing Service, directly or indirectly, including through white-label, co-branding, referral, licensing, fulfillment, subscription, or similar arrangements. Competing Provider includes any entity in which Franchisee or any Controlling Principal holds, directly or indirectly, any ownership, investment, profit participation, or other financial interest, if such entity offers, markets, distributes, fulfills, supports, or facilitates a Competing Service.

2. In order to protect the goodwill and unique qualities of the System and the confidentiality and value of the Trade Secrets, and in consideration for the disclosure to Covenantor of the Trade Secrets, Covenantor further agrees and covenants as follows:

a. Not to divert, or attempt to divert, directly or indirectly, any business, business opportunity, or customer of the Franchisee's Franchise to any Competing Provider.

b. Not to employ, or seek to employ, any person who is at the time or was within the preceding ninety (90) days employed by Franchisor, or any of its affiliates or any franchisee of Franchisor, or otherwise directly or indirectly induce such person to leave that person's employment except as may occur in connection with Franchisee's employment of such person if permitted under the Franchise Agreement.

c. Except for the Franchise described in the Franchise Agreement, not to directly or indirectly, for himself or through, on behalf of, or in conjunction with any person or entity, without the prior written consent of Franchisor, own, maintain, operate, engage in or have any financial or beneficial interest in (including any interest in any legal entity), advise, assist or make loans to, any Competing Provider located within the

United States, its territories or commonwealths, or any other country, province, state or geographic area in which Franchisor has used, sought registration of or registered the same or similar Marks or operates or licenses others to operate a business under the same or similar Marks.

In further consideration for the disclosure to Covenantor of the Trade Secrets and to protect the uniqueness of the System, Covenantor agrees and covenants that for two (2) years following the earlier of the expiration, termination or transfer of all of Franchisee's interest in the Franchise Agreement or the termination of his association with or employment by Franchisee, Covenantor will not without the prior written consent of Franchisor:

a. Divert or attempt to divert, directly or indirectly, any business, business opportunity or customer of the Franchise to any Competing Provider.

b. Employ, or seek to employ, any person who is at the time or was within the preceding ninety (90) days employed by Franchisor, any of its affiliates or any franchisee of Franchisor, or otherwise directly or indirectly induce such persons to leave that person's employment.

c. Directly or indirectly, for himself or through, on behalf of or in conjunction with any person or entity, own, maintain, operate, engage in or have any financial or beneficial interest in (including any interest in any legal entity), advise, assist or make loans to, any Competing Provider, which is, or is intended to be, located within the Assigned Area or within a five-mile radius of the location of any Franchise in existence or under construction at any given time during such period.

C. MISCELLANEOUS

1. Franchisee shall make all commercially reasonable efforts to ensure that Covenantor acts as required by this Agreement.

2. Covenantor agrees that in the event of a breach of this Agreement, Franchisor would be irreparably injured and be without an adequate remedy at law. Therefore, in the event of such a breach, or threatened or attempted breach of any of the provisions hereof, Franchisor shall be entitled to enforce the provisions of this Agreement and shall be entitled, in addition to any other remedies that are made available to it at law or in equity, including the right to terminate the Franchise Agreement, to a temporary and/or permanent injunction and a decree for the specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm and without being required to furnish a bond or other security.

3. Covenantor agrees to pay all expenses (including court costs and reasonable attorneys' fees) incurred by Franchisor and Franchisee in enforcing this Agreement.

4. Any failure by Franchisor or the Franchisee to object to or take action with respect to any breach of any provision of this Agreement by Covenantor shall not operate or be construed as a waiver of or consent to that breach or any subsequent breach by Covenantor.

5. THIS AGREEMENT SHALL BE INTERPRETED BY AND CONSTRUED

AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF KENTUCKY. COVENANTOR HEREBY IRREVOCABLY SUBMITS HIMSELF TO THE JURISDICTION OF THE STATE COURTS OF KENTUCKY AND THE FEDERAL DISTRICT COURTS FOR THE DISTRICT OF KENTUCKY. COVENANTOR HEREBY WAIVES ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. COVENANTOR HEREBY AGREES THAT SERVICE OF PROCESS MAY BE MADE UPON HIM IN ANY PROCEEDING RELATING TO OR ARISING UNDER THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY KENTUCKY OR FEDERAL LAW. COVENANTOR FURTHER AGREES THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE MCCRACKEN COUNTY, KENTUCKY; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION THAT INCLUDES INJUNCTIVE RELIEF OR OTHER EXTRAORDINARY RELIEF, FRANCHISOR OR FRANCHISEE MAY BRING SUCH ACTION IN ANY COURT IN ANY STATE THAT HAS JURISDICTION.

6. The parties acknowledge and agree that each of the covenants contained herein are reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill or other business interests of Franchisor. The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in any unappealed final decision to which Franchisor is a party, Covenantor expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

7. This Agreement contains the entire agreement of the parties regarding the subject matter hereof. This Agreement may be modified only by a duly authorized writing executed by all parties.

8. All notices and demands required to be given hereunder shall be in writing and shall be sent by personal delivery, expedited delivery service, certified or registered mail, return receipt requested, first-class postage prepaid, facsimile or email (provided that the sender confirms the facsimile or email by sending an original confirmation copy by certified mail or expedited delivery service within three (3) business days after transmission), to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other parties.

If directed to Franchisor, the notice shall be addressed to:

Optimize U Holding LLC
Attn: Joshua Hudson
4625 Falconcrest Dr.
Paducah, KY 42001
(270) 640-0124

If directed to Franchisee, the notice shall be addressed to:

____
____
Attention:__________________
Facsimile: (___) __________
Email: ___________________

If directed to Covenantor, the notice shall be addressed to:

____
____
Attention:__________________
Facsimile: (___) __________
Email: ___________________

Any notices sent by personal delivery shall be deemed given upon receipt. Any notices given by facsimile or email shall be deemed given upon transmission, provided confirmation is made as provided above. Any notice sent by expedited delivery service or registered or certified mail shall be deemed given three (3) business days after the time of mailing. Any change in the foregoing addresses shall be effected by giving written notice of such change to the other parties. Business day for the purpose of this Agreement excludes Saturday, Sunday and national holidays.

9. The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and shall inure to the benefit of its respective affiliates, successors and assigns. The respective obligations of Franchisee and Covenantor hereunder may not be assigned by Franchisee or Covenantor, without the prior written consent of Franchisor.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as witnessed by their signatures below.

FRANCHISOR:

OPTIMIZE U HOLDING LLC

By:_________________________________
Name:_______________________________
Title:_______________________________

COVENANTOR:

____

By:_________________________________
Name:_______________________________
Title:_______________________________

FRANCHISEE:

____

By:_________________________________
Name:_______________________________
Title:_______________________________

ATTACHMENT D

FRANCHISE AGREEMENT
CONTROLLING PRINCIPALS GUARANTY

Each of the undersigned acknowledges and agrees as follows:

1. Each has read the terms and conditions of the Franchise Agreement, including Section 6.2(j), and acknowledges that the execution of this guaranty and the undertakings of the Controlling Principals in the Franchise Agreement are in partial consideration for, and a condition to the granting of, this license, and that Franchisor would not have granted this license without the execution of this guaranty and such undertakings by each of the undersigned;

2. Each is included in the term "Controlling Principals" as described in Section 18.21 of the Franchise Agreement;

3. Each individually, jointly and severally, makes all of the covenants, representations, warranties and agreements of the Controlling Principals set forth in the Franchise Agreement and is obligated to perform thereunder;

4. Each individually, jointly and severally, unconditionally and irrevocably guarantees to Franchisor and its successors and assigns that all of Franchisee's obligations under the Franchise Agreement will be punctually paid and performed. Upon default by Franchisee or upon notice from Franchisor, each will immediately make each payment and perform each obligation required of Franchisee under the Franchise Agreement. Without affecting the obligations of any of the Controlling Principals under this guaranty, Franchisor may, without notice to the Controlling Principals, waive, renew, extend, modify, amend or release any indebtedness or obligation of Franchisee or settle, adjust or compromise any claims that Franchisor may have against Franchisee. Each of the Controlling Principals waives all demands and notices of every kind with respect to the enforcement of this guaranty, including, without limitation, notice of presentment, demand for payment or performance by Franchisee, any default by Franchisee or any guarantor and any release of any guarantor or other security for this guaranty or the obligations of Franchisee. Franchisor may pursue its rights against any of the Controlling Principals without first exhausting its remedies against Franchisee and without joining any other guarantor hereto and no delay on the part of Franchisor in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise by Franchisor of any right or remedy shall preclude the further exercise of such right or remedy. Upon receipt by Franchisor of notice of the death of any of the Controlling Principals, the estate of the deceased will be bound by the foregoing guaranty, but only for defaults and obligations under the Franchise Agreement existing at the time of death, and in such event, the obligations of the remaining Controlling Principals shall continue in full force and effect; and

5. With respect to the individual designated as Operating Principal, Operating Principal acknowledges that the undertakings by Operating Principal under this guaranty are made and given in partial consideration of, and as a condition to, Franchisor's grant of rights to operate the Franchise as described herein; Operating Principal individually makes all of the covenants, representations and agreements of Franchisee and Operating Principal set forth in the Franchise Agreement and is obligated to perform hereunder.

Signature:______________________
Printed Name:__________________
Title: Operating Principal
Date:__________________________

Signature:______________________
Printed Name:__________________
Date:__________________________

Signature:______________________
Printed Name:__________________
Date:__________________________

Signature:______________________
Printed Name:__________________
Date:__________________________

Signature:______________________
Printed Name:__________________
Date:__________________________

Signature:______________________
Printed Name:__________________
Date:__________________________

ATTACHMENT E

HEALTHCARE REGULATORY AND CORPORATE PRACTICE COMPLIANCE ACKNOWLEDGMENT

Franchisee acknowledges that Franchisor has advised Franchisee to consult independent healthcare regulatory counsel and franchise counsel in Franchisee's state before executing the Franchise Agreement or commencing operations. Franchisee represents that it has had the opportunity to conduct such review and is solely responsible for determining the legality of its ownership structure, management structure, compensation arrangements, telehealth relationships, supervision model, fee arrangements, medical director structure, and all clinical operations in its jurisdiction. Franchisee acknowledges that Franchisor has not provided legal advice regarding compliance with corporate practice of medicine laws, fee-splitting restrictions, telehealth laws, supervision requirements, prescribing laws, or professional licensing requirements, and that Franchisee is not relying on Franchisor for such legal advice. Franchisee further acknowledges that Franchisor does not direct patient care or clinical decision-making and that all such matters remain solely with Franchisee's medical entity and licensed professionals. Each of the undersigned acknowledges and agrees as follows:

Signature:______________________
Printed Name:___________________
Title: Operating Principal
Date:__________________________

Signature:______________________
Printed Name:___________________
Date:__________________________

Signature:______________________
Printed Name:___________________
Date:__________________________

Signature:______________________
Printed Name:___________________
Date:__________________________

Signature:______________________
Printed Name:___________________
Date:__________________________

Signature:______________________
Printed Name:___________________
Date:__________________________

EXHIBIT C

DEVELOPMENT AGREEMENT

OPTIMIZE U HOLDING LLC
DEVELOPMENT AGREEMENT

TABLE OF CONTENTS

OPTIMIZE U HOLDING LLC

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is dated as of ______ ____________, 20___ (the "Effective Date"), by and between Optimize U Holding LLC, a Kentucky limited liability company ("Franchisor"), and ___________________________ ___________________ ("Developer").

WITNESSETH:

WHEREAS, as the result of the expenditure of time, skill, effort and money, Franchisor has developed and owns a unique and distinctive system ("System") relating to the establishment and operation of franchises ("Franchises") that offer recovery modalities that include, but are not limited to, hormone optimization, whole body cryotherapy, infrared saunas, and compression therapy to the general public, under the trade name "Optimize U."

WHEREAS, the distinguishing characteristics of the System include, without limitation, distinctive exterior and interior design, I, color scheme, and furnishings; proprietary products; proprietary and uniform standards, specifications, and procedures for operations; quality and uniformity of products and services offered; procedures for inventory, management and financial control; training and assistance; copyrighted software for operations and accounting; centralized advertising programs; a recommended standardized system for the operation of the business; and advertising and promotional programs; all of which may be changed, improved, and further developed by Franchisor from time to time;

WHEREAS, Franchisor identifies the System by means of certain trade names, service marks, trademarks, logos, emblems and indicia of origin, including, but not limited to, the mark "Optimize U" and such other trade names, service marks, and trademarks as are now designated (and may hereafter be designated by Franchisor in writing) for use in connection with the System (hereinafter referred to as "Marks");

WHEREAS, Franchisor continues to develop, use and control the use of such Marks in order to identify for the public the source of services and products marketed thereunder and under the System, and to represent the System's high standards of quality, appearance and service; and

WHEREAS, Developer desires to obtain certain development rights to operate Franchises under the System in the territory described in this Development Agreement.

NOW, THEREFORE, the parties, in consideration of the mutual undertakings and commitments set forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows.

ARTICLE I. GRANT

1.1 Grant and Territory. In reliance on the representations and warranties of Developer and its Controlling Principals (as defined in Section 11.20) hereunder, Franchisor hereby grants to Developer and Developer hereby accepts, pursuant to the terms and conditions of this Agreement, the right and obligation to develop the _____ Franchises within the geographic area described below (the "Territory"). After Developer opens the first Franchise hereunder, Developer shall be granted rights to develop ___ additional Franchises subject to Developer's full compliance with all conditions precedent to the grant of such rights outlined below, which rights shall be exercised according to Section 3.1 and according to the Development Schedule set forth in Attachment A. The "Territory" shall consist of:_____
____
____

1.2 Rights in Territory. Developer acknowledges and understands that the rights granted hereunder pertain only to the development of Franchises located in the Territory. Except as provided in this Agreement, and subject to Developer's and Controlling Principals' full compliance with this Agreement and any other agreement among Developer or any of its affiliates and Franchisor or any of its affiliates, Franchisor shall not establish or authorize any other person or entity, other than Developer, to establish a Franchise within the Territory during the term of this Agreement.

1.3 Right of First Refusal. If Franchisor becomes aware of an available site located within the Territory during the term of this Agreement, and Franchisor, in its sole discretion, determines such site is acceptable for the development of a Franchise, Franchisor shall provide Developer written notice that such site is available. If Developer is in full compliance with the Development Schedule, and all other terms of this Agreement and any franchise agreement or other agreement between Developer and Franchisor and its affiliates, Franchisor shall offer Developer a right of first refusal to establish a franchised Franchise at the proposed site. Once Franchisor provides Developer notice that such franchise site is available, Developer shall notify Franchisor in writing within ten (10) days after such notice whether or not Developer desires to obtain the rights to develop a franchised Franchise at the site. Developer shall execute a Franchise Agreement (as defined in Section 3.1) in accordance with the terms hereof to establish a franchised Franchise at the site within ten (10) days after delivering notice to Franchisor of Developer's intent to exercise the right of first refusal. Any Franchise established by Developer pursuant to this procedure shall, at Developer's option, be included in the number of Franchises Developer is obligated to establish under the Development Schedule. If Developer elects not to develop such location, Franchisor shall have the right to develop that site itself, through an affiliate or another franchisee, or through any other authorized third party.

1.4 Trademarks. This Agreement is not a Franchise Agreement and does not grant to Developer any right or license to operate a Franchise, distribute any goods or services, or any right to use or interest in the Marks.

ARTICLE II. FEE

2.1 Development Fee. As partial consideration for the development rights granted to Developer herein and the rights to be granted to Developer under separate franchise agreements ("Franchise Agreements"), Developer shall pay to Franchisor upon execution of this Agreement a nonrefundable development fee Forty-Five Thousand Dollars ($45,000.00) each if Developer purchases the right to develop two stores, Forty Thousand Dollars ($40,000.00) each if Developer purchases the right to develop three stores, or Thirty-Five Thousand Dollars ($35,000.00) each if Developer purchases the right to develop four or more stores. The development fee shall cover the initial franchise fee for each Franchise developed hereunder. Developer shall not owe any additional initial franchise fees for the Franchises developed hereunder. The development fee shall be fully earned by Franchisor upon execution of this Agreement for administrative and other expenses incurred by Franchisor and for the development opportunities lost or deferred as a result of the rights granted to Developer herein.

2.2 Franchise Fee. The initial franchise fees for all Franchises developed hereunder are included in the development fee. Developer is not required to pay an initial franchise fee for each individual Franchise developed hereunder.

2.3 Royalties. The Royalty Fee, as that term is defined in the Franchise Agreement, shall vary depending on the number of Franchises developed hereunder. In place of the Royalty Fee described in the Franchise Agreement, Developer shall pay a continuing Royalty Fee as follows: 13% of Gross Profit if Developer has opened one Franchise, 12% of Gross Profit if Developer has opened two Franchises, 11% of Gross Profit if Developer has opened three Franchises, 10% of Gross Profit if Developer has opened four Franchises, 9% of Gross Profit if Developer has opened five Franchises, and 8% of Gross Profit if Developer has opened six or more Franchises. The applicable royalty rate will apply at all Franchises opened by Developer (*i.e.* if Developer has opened three Franchises, all three Franchises pay the 11% royalty rate). Other than the royalty rate, the remaining terms in the Franchise Agreement relating to Royalty Fees apply.

2.4 Interest. Developer shall not be entitled to withhold payments due Franchisor under this Agreement on grounds of alleged nonperformance by Franchisor hereunder. Any payment not actually received by Franchisor on or before the date due shall be deemed overdue. Time is of the essence with respect to all payments to be made by Developer to Franchisor. All unpaid obligations under this Agreement shall bear interest from the date due until paid at the lesser of (1) eighteen percent (18%) per annum, or (ii) the maximum rate allowed by applicable law. Notwithstanding anything to the contrary contained herein, no provision of this Agreement shall require the payment or permit the collection of interest in excess of the maximum-rate allowed by applicable law. If any excess of interest is provided for herein, or shall be adjudicated to be so provided in this Agreement, the provisions of this paragraph shall govern and prevail, and neither Developer nor its Principals shall be obligated to pay the excess amount of such interest. If for any reason interest in excess of the maximum rate allowed by applicable law shall be deemed charged, required or permitted, any such excess shall be applied as a payment and reduction of any other amounts which may be due and owing hereunder, and if no such amounts are due and owing hereunder then such excess shall be repaid to the party that paid such interest.

ARTICLE III. SCHEDULE AND MANNER FOR EXERCISING DEVELOPMENT RIGHTS

3.1 Franchise Agreement. Franchise Developer shall exercise the development rights granted hereunder only by entering into a separate Franchise Agreement with Franchisor for each Franchise for which a development right is granted. Franchisor may, in its sole discretion, permit Developer to exercise such development rights through affiliated entities that are either wholly owned subsidiaries of Developer or commonly controlled entities with ownership identical to that of Developer. The Franchise Agreement to be executed for the first Franchise to be developed by Developer under this Agreement shall be executed and delivered to Franchisor concurrently with the execution and delivery of this Agreement and shall be in the form of the Franchise Agreement attached as Attachment E. All subsequent Franchises developed under this Agreement shall be established and operated pursuant to the form of Franchise Agreement then being used by Franchisor for Franchises under the System. These franchise agreements shall also be included in the term “Franchise Agreement” as used in this Agreement. The then-current form of Franchise Agreement may differ from the form attached as Attachment E, provided that the initial franchise fee shall be as set forth in Section 2.2.

3.2 Development Schedule. Acknowledging that time is of the essence, and subject to the requirements of Article IV, Developer shall have open and in operation the minimum, cumulative number of Franchises by the times indicated in accordance with the Development Schedule.

3.3 Failure to Comply. Developer acknowledges and agrees that the terms of the Development Schedule are reasonable and viable based upon Developer’s independent investigation and analysis. Failure by Developer to adhere to the Development Schedule (including any extensions thereof approved by Franchisor in writing) shall constitute a material event of default under this Agreement.

ARTICLE IV. PREREQUISITES TO OBTAINING FRANCHISES

4.1 Acknowledgement. Developer understands and agrees that this Agreement does not confer upon Developer a right or franchise to operate any Franchise but is intended by the parties to set forth the terms and conditions which, if fully satisfied by Developer, shall entitle Developer to obtain the right to operate Franchises within the Territory.

4.2 Conditions. Each of the following conditions and approvals must have occurred or be obtained before the grant of the right by Franchisor to develop each Franchise shall become effective. Developer must meet, in the sole discretion of

Franchisor, the "operational," "financial," and "legal" conditions as set forth below (collectively the "Conditions") before such rights shall become effective:

(a) Operational. Developer is in compliance with the Development Schedule and this Agreement. Developer and its affiliates (defined as any entity that is controlled by, controlling or under common control with such other entity) are in compliance with any other development or franchise agreement between Developer and its affiliates and Franchisor and its affiliates. Developer is conducting the operation of its existing Franchises, if any, and is capable of conducting the operation of the proposed Franchise (i) in accordance with the terms and conditions of this Agreement, (ii) in accordance with the provisions of the respective Franchise Agreements, and (iii) in accordance with the standards, specifications, and procedures set forth and described in the Manuals (defined in the Franchise Agreement), as such Manuals may be amended from time to time, or otherwise in writing.

(b) Financial. Developer and the Controlling Principals satisfy Franchisor's then-current financial criteria for developers and controlling principals of Franchises with respect to Developer's operation of its existing Franchises, if any, and the proposed Franchise. Developer and the Controlling Principals have been and are faithfully performing all terms and conditions under each of the existing Franchise Agreements with Franchisor. Developer is not in default, and has not been in default during the twelve (12) months preceding Developer's request for Financial approval, of any monetary obligations owed to Franchisor or its affiliates under any Franchise Agreement or other agreement between Developer and its affiliates and Franchisor or any of its affiliates. Developer acknowledges and agrees that it is vital to Franchisor's interest that each of its franchisees be financially sound to avoid failure of a Franchise and that such failure would adversely affect the reputation and good name of Franchisor and the System.

(c) Legal. Developer has submitted to Franchisor, in a timely manner, all information and documents requested by Franchisor prior to and as a basis for the issuance of individual franchises or pursuant to any right granted to Developer by this Agreement or by any Franchise Agreement between Developer and Franchisor, and has taken such additional actions in connection therewith as may be requested by Franchisor from time to time.

ARTICLE V. TERM

Unless sooner terminated in accordance with this Agreement, the term of this Agreement and all rights granted by Franchisor under this Agreement shall expire on the date on which Developer successfully and in a timely manner has exercised all of the development rights and completed the development obligations under this Agreement in accordance with the Development Schedule (including, if applicable, any extension thereof under Section 3.3).

ARTICLE VI. DUTIES OF DEVELOPER

6.1 Entity Representations. If Developer is a corporation, partnership, limited liability company or other legal entity, Developer and Controlling Principals represent, warrant and covenant that:

(a) Due Formation. Developer is duly organized and validly existing under the state law of its formation;

(b) Qualification. Developer is duly qualified and is authorized to do business in each jurisdiction in which its business activities or the nature of the properties owned by it require such qualification;

(c) Single Purpose. Developer's organizational documents shall at all times provide that the activities of Developer are confined exclusively to the development and operation of Franchises, unless otherwise consented to in writing by Franchisor;

(d) Power and Authority. The execution of this Agreement and the performance of the transactions contemplated hereby are within Developer's power, and have been duly authorized by Developer;

(e) Organizational Documents. Copies of Developer's organizational documents, other governing documents, resolutions or consents of the governing board authorizing entry into and performance of this Agreement, and any certificates, buy-sell agreements or other documents restricting the sale or transfer of equity interests in Developer, and any other documents as may be reasonably required by Franchisor shall have been furnished to Franchisor prior to the execution of this Agreement;

(f) Ownership Interests. The ownership interests in Developer are accurately and completely described in Attachment D. Developer shall immediately provide a copy of the updated list of all owners to Franchisor upon the occurrence of any change of ownership and otherwise make its list of owners available to Franchisor upon request;

(g) Restriction on Transfer. If Developer is a corporation, Developer shall maintain stop-transfer instructions against the transfer on its records of any of its equity securities and each stock certificate representing stock of the corporation shall have conspicuously endorsed upon it a statement in a form satisfactory to Franchisor that it is held subject to all restrictions imposed upon assignments by this Agreement; provided, however, that the requirements of this Section shall not apply to the transfer of equity securities of a publicly-held corporation (as defined in Section 11.20). If Developer is a partnership or limited liability company, its written partnership or limited liability company agreement shall provide that ownership of an interest in such entity is held subject to all restrictions imposed upon assignments by this Agreement;

(h) Financial Statements. Developer and, at Franchisor's request, each of the Controlling Principals, have provided Franchisor with the most recent financial statements of Developer and such Controlling Principals. Such financial statements present fairly the financial position of Developer and each of the Controlling Principals, as applicable, at the dates indicated therein and with respect to Developer, the results of its operations and its cash flow for the years then ended. Developer agrees that it shall maintain at all times, during the term of this Agreement, sufficient working capital to fulfill its obligations under this Agreement. Each of the financial statements mentioned above shall be certified as true, complete and correct and shall have been prepared in conformity with generally accepted accounting principles applicable to the respective periods involved and, except as expressly described in the applicable notes, applied on a consistent basis. No material liabilities, adverse claims, commitments or obligations of any nature exist as of the date of this Agreement, whether accrued, unliquidated, absolute, contingent or otherwise, which are not reflected as liabilities on the financial statements of Developer or the Controlling Principals;

(i) Developer's Principals. If, after the execution of this Agreement, any person ceases to qualify as one of the Developer's Principals (defined in Section 11.20) or if any individual succeeds to or otherwise comes to occupy a position which would, upon designation by Franchisor, qualify him as one of Developer's Principals, Developer shall notify Franchisor within ten (10) days after any such change and, upon designation of such person by Franchisor as one of Developer's Principals or as a Controlling Principal, as the case may be, such person shall execute such documents and instruments (including, as applicable, this Agreement) as may be required by Franchisor to be executed by others in such positions; and

(j) Execution of Documents. Developer's Principals shall each execute and bind themselves to the guaranty, confidentiality and noncompetition covenants set forth in the Controlling Principals Guaranty, Confidentiality Agreement and Ancillary Covenants Not to Compete, which are forms Attachments B and C to this Agreement (see Sections 9.1(b) and 9.8). The Controlling Principals shall, jointly and severally, guarantee Developer's performance of all of Developer's obligations, covenants and agreements hereunder pursuant to the terms and conditions of the guaranty contained herein, and shall otherwise bind themselves to the terms of this Agreement as stated herein.

(k) Continuing Obligations. Developer and the Controlling Principals acknowledge and agree that the representations, warranties and covenants set forth above in this Section 6.1 are continuing obligations of Developer and the Controlling Principals, as applicable, and that any failure to comply with such representations, warranties and covenants shall constitute a material event of default under this Agreement. Developer and the Controlling Principals will cooperate with Franchisor in any efforts made by Franchisor to verify compliance with such representations, warranties and covenants.

6.2 Operating Principal.

(a) Designation. Upon the execution of this Agreement, Developer shall designate and retain an individual to serve as the Operating Principal of Developer (the "Operating Principal"). If Developer is an individual, Developer shall perform all obligations of the Operating Principal.

(b) Qualifications. The Operating Principal shall, during the entire period he serves as such, meet the following qualifications:

(i) The Operating Principal may, at its option, and, subject to the approval of Franchisor, designate an individual to perform the duties and obligations of Operating Principal described herein; provided that Operating Principal shall take all necessary action to ensure that such designee conducts and fulfills all of Operating Principal's obligations in accordance with the terms of this Agreement and Operating Principal shall remain fully responsible for such performance.

(ii) The Operating Principal must maintain a direct or indirect ownership interest in the Developer. Except as may otherwise be provided in this Agreement, the Operating Principal's interest in Developer shall be and shall remain free of any pledge, mortgage, hypothecation, lien, charge, encumbrance, voting agreement, proxy, security interest or purchase right or options.

(iii) Developer and the Operating Principal (or his designee, if applicable) shall devote substantial full time and best efforts to the supervision and conduct of the business contemplated by this Agreement. Operating Principal shall execute this Agreement as one of the Controlling Principals, and shall be individually, jointly and severally, bound by all obligations of Developer, the Operating Principal and the Controlling Principals hereunder.

(iv) The Operating Principal (and any such designee) shall meet Franchisor's standards and criteria for such individual, as set forth in the Manuals as defined herein or otherwise in writing by Franchisor.

(c) Replacement. If, during the term of this Agreement, the Operating Principal or any designee is not able to continue to serve in the capacity of Operating Principal or no longer qualifies to act as such in accordance with this Section, Developer shall promptly notify Franchisor and designate a replacement within thirty (30) days after the Operating Principal or such designee ceases to serve or be so qualified, such replacement being subject to the same qualifications and restrictions listed above. Developer shall provide for interim management of the activities contemplated under this Agreement until such replacement is so designated, such interim management to be conducted in accordance with this Agreement. Any failure to comply with the requirements of this Section shall be deemed a material event of default under this Agreement.

6.3 Reimbursement of Former Employer. Developer and the Controlling Principals understand that compliance by all developers and franchisees operating under the System with Franchisor's training, development and operational requirements is an essential and material element of the System and that Franchisor and developers and franchisees operating under the System consequently expend substantial time, effort and expense in training management personnel for the development and operation of their respective Franchises. Accordingly, Developer and the Controlling Principals agree that if Developer or any Controlling Principal shall, during the term of this Agreement, designate or employ in a managerial position any individual who is at the time or was within the preceding ninety (90) days employed in a managerial position by Franchisor or any of its affiliates, including, but not limited to, individuals employed by Franchisor to work in its Franchises, or by any other developer or franchisee operating under the System, but specifically excluding individuals that have relocated their domicile more than fifty (50) miles in the preceding ninety (90) days prior to being offered such managerial position, then such former employer of such individual shall be entitled to be compensated for the reasonable costs and expenses, of whatever nature or kind, incurred by such employer related to training such employee. The parties hereto agree that such expenditures may be uncertain and difficult to ascertain and, therefore, agree that the compensation specified herein reasonably represents such expenditures and is not a penalty. An amount equal to the compensation of such employee for the six (6) month period (or such shorter time, if applicable) immediately prior to the termination of his employment with such former employer shall be paid by Developer or the applicable Controlling Principal, as the case may be, prior to such individual assuming the managerial position, unless otherwise agreed with such former employer. In seeking any individual to serve in such managerial position, Developer and the Controlling Principals shall not discriminate in any manner whatsoever against any individual, to whom the provisions of this Section apply, on the basis of the compensation required to be paid hereunder if Developer or any Controlling Principal designates or employs such individual. The parties hereto expressly acknowledge and agree that no current or former employee of Franchisor, its affiliates, Developer, or of any other entity operating under the System shall be a third party beneficiary of this Agreement or any provision hereof. Notwithstanding the above, solely for purposes of bringing an action to collect payments due under this Section, such former employer shall be a third-party beneficiary of this Section 6.3. Franchisor expressly disclaims any representations and warranties regarding the performance of any employee or former employee of Franchisor, its affiliates or any developer or franchisee operating under the System, who is designated or employed by Developer or any Controlling Principal in any capacity, and Franchisor shall not be liable for any losses, of whatever nature or kind, incurred by Developer or any Controlling Principal in connection therewith.

6.4 Compliance with Laws. Developer shall comply with all requirements of federal, state and local laws, rules, regulations, and orders

ARTICLE VII. DEFAULT AND TERMINATION

7.1 Default and Automatic Termination. Developer shall be deemed to be in material default under this Agreement and all rights granted herein shall automatically terminate without notice to Developer, if Developer becomes insolvent or makes a general assignment for the benefit of creditors; or if Developer files a voluntary petition under any section or chapter of federal bankruptcy laws or under any similar law or statute of the United States or any state or admits in writing its inability to pay its debts when due; or if Developer is adjudicated bankrupt or insolvent in proceedings filed against Developer under any section or chapter of federal bankruptcy law or any similar law or statute of the United States or any state, or if a bill in equity or other proceeding for the appointment of a receiver of Developer or other custodian for Developer's business or assets is filed and consented to by Developer; or if a receiver or other custodian (permanent or temporary) of Developer's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under any state or federal law are instituted by or against Developer; or if a final judgment against Developer remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed); or if Developer is dissolved; or if execution is levied against Developer's business or property; or if suit to foreclose any lien or mortgage against the premises or equipment of any business operated hereunder or under any Franchise Agreement is instituted and not dismissed within thirty (30) days; or if the real or personal property of any business operated hereunder or under any Franchise Agreement shall be sold after levy by any sheriff, marshal or constable.

7.2 Default with No or Limited Right to Cure. Developer shall be deemed to be in material default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording Developer any opportunity to cure the default except as provided below, effective immediately upon written notice to Developer, upon the occurrence of any of the following events of default:

(a) Development Schedule. If Developer fails to comply with the Development Schedule (or any extension thereof approved by Franchisor in writing).

(b) Failure to Execute Franchise Agreement. If Developer fails to execute each Franchise Agreement in accordance with Section 3.1 (or any extension thereof approved by Franchisor in writing).

(c) Conviction. If Developer or any of the Controlling Principals is convicted of, or shall have entered a plea of nolo contendere to, a felony, a crime involving moral turpitude or any other crime or offense that Franchisor believes is reasonably likely to have an adverse effect on the System, the Marks, the goodwill associated therewith or Franchisor's interests therein.

(d) Threat to Public Health. If a threat or danger to public health or safety results from the construction, maintenance or operation of any Franchise developed under this Agreement.

(e) Failure to Maintain Operating Principal or General Manager. If Developer fails to designate a qualified replacement or successor Operating Principal (or designee appointed by Operating Principal) within the time required under Section 6.2(e).

(f) Breach of Certain Covenants. If Developer or any of the Controlling Principals breaches in any material respect any of the covenants set forth in Article VI or has falsely made any of the representations or warranties set forth in Article VI.

(g) Transfer Without Consent. If Developer or any of the Controlling Principals purports to transfer any rights or obligations under this Agreement or any interest in Developer to any third party without Franchisor's prior written consent or without offering Franchisor a right of first refusal with respect to such transfer, contrary to the terms of Article VIII.

(h) Noncompetition. If Developer or any of the Controlling Principals fails to comply with the covenants in Sections 9.1 (a) or 9.2(a) or (b) or if Developer fails to obtain the execution of the covenants required under Section 9.1 (b) or 9.2(g) within thirty (30) days following Franchisor's request that Developer obtain the execution of such covenants.

(i) Transfer Upon Death or Disability. If an approved transfer upon death or permanent disability of Developer or any Controlling Principal is not effected within the time period and in the manner prescribed by Section 8.5.

(j) Misuse of Marks. If Developer misuses or makes any unauthorized use of the Marks or otherwise materially impairs the goodwill associated therewith or with the System or Franchisor's rights therein and does not cure such default within twenty-four (24) hours following notice from Franchisor.

(k) Monetary Default. If Developer or any of its affiliates fails, refuses or neglects promptly to pay when due any monetary obligation owing to Franchisor, or any of its affiliates or vendors, under this Agreement, any Franchise Agreement or any other agreement and does not cure such default within five (5) days following notice from Franchisor (or such other cure period specified in such other agreement, unless no cure period is stated or such period is less than five (5) days, in which case the five (5) day cure period shall apply).

(l) Default Under Franchise Agreement. If Developer or any of its affiliates are in default under any Franchise Agreement, Franchisor may provide notice (if applicable) and terminate this Agreement under the same terms that Franchisor may provide notice and terminate the Franchise Agreement.

(m) Multiple Defaults. If Developer and/or the Controlling Principals commit three (3) or more events of default under this Agreement in any 24 month period, whether or not such defaults are of the same or different nature and whether or not such defaults have been cured by Developer after notice by Franchisor.

7.3 Default and Right to Cure. Except as provided in Sections 7.1 and 7.2, upon any default by Developer that is susceptible of being cured, Franchisor may terminate this Agreement by giving written notice of termination stating the nature of such default to Developer at least thirty (30) days prior to the effective date of termination. However, Developer may avoid termination by immediately initiating a remedy to cure such default and curing it to Franchisor's satisfaction within the thirty (30)-day period and by promptly providing proof thereof to Franchisor. If any such default is not cured within the specified time, or such longer period as applicable law may require, subject to Section 7.4, Developer's rights under this Agreement shall terminate without Further notice to Developer effective immediately upon the expiration of the thirty (30) day period or such longer period as applicable law may require.

7.4 Additional Remedies.

(a) Exercise of Remedies. Upon default by Developer under Sections 7.2 or 7.3, Franchisor has the option., in its sole discretion, in addition to exercising its option to terminate this Agreement as provided in Sections 7.2 and 7.3, to do any one or more of the following:

(i) terminate or modify any territorial rights granted to Developer;

(ii) reduce the area of such territorial rights;

(iii) reduce the number of Franchises that Developer may establish;

(iv) accelerate the Development Schedule;

(v) permit Developer to purchase an extension of the Development Schedule; and/or

(vi) pursue any other remedy Franchisor may have at law or in equity.

(b) Continued Development. If Franchisor exercises any additional remedies in this Section, Developer shall continue to develop Franchises in accordance with this Agreement and the Development Schedule, subject to Developer's modified rights and obligations.

(c) No Waiver. Franchisor's exercise of any remedies under this Section shall not, in the event of a default, constitute a waiver by Franchisor to exercise its option to terminate this Agreement at any time with respect to a subsequent event of default of a similar or different nature.

7.5 Post-Termination. Upon the termination or expiration of this Agreement, all rights granted to Developer hereunder shall forthwith terminate and:

(a) Cease Developing. Developer shall have no right to establish or operate any Franchise for which a Franchise Agreement has not been executed by Franchisor and delivered to Developer at the time of termination or expiration.

(b) Confidentiality and Noncompetition. Developer and the Controlling Principals shall comply with the restrictions on confidential information contained in Section 9.1 and the covenants against competition contained in Section 9.2. Any other person required to execute similar covenants pursuant to Sections 9.1 (b) or 9.2(g) shall also comply with such covenants.

7.6 Franchisor's Rights. Upon termination or expiration of this Agreement or upon Franchisor's exercise of certain of remedies in Section 7.4, Franchisor shall be entitled to establish, and to license others to establish, Franchises in the Territory or in the portion thereof no longer part of the Territory or pursuant to any other modification of Developer's territorial rights, except as may be otherwise provided under any Franchise Agreement which is then in effect between Franchisor and Developer.

7.7 Cross Default. No default under this Agreement shall constitute a default under any Franchise Agreement between the parties hereto, unless the default is also a default under the terms of such Franchise Agreement.

7.8 No Exclusive Remedy. No right or remedy herein conferred upon or reserved to Franchisor is exclusive of any other right or remedy provided or permitted by law or in equity.

ARTICLE VIII. TRANSFER OF INTEREST

8.1 Transfer by Franchisor. Franchisor shall have the right to transfer or assign this Agreement and all or any part of its rights or obligations herein to any person or legal entity without Developer's consent. Specifically, and without limitation to the foregoing, Developer expressly affirms and agrees that Franchisor may sell its assets, and may sell or license the Marks or the System to a third party; may offer its securities privately or publicly; may merge, acquire other corporations, or be acquired by another corporation; may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring; and, with regard to any or all of the above sales, assignments and dispositions, Developer expressly and specifically waives any claims, demands or damages against Franchisor arising from or related to the transfer of the Marks (or any variation thereof) or the System from Franchisor to any other party. Nothing contained in this Agreement shall require Franchisor to remain in the business of operating or licensing the operation of Franchises or other similar businesses or to offer any services or products, whether or not bearing the Marks, to Developer, if Franchisor assigns its rights in this Agreement.

8.2 Transfer by Developer.

(a) Consent of Franchisor. Developer and the Controlling Principals understand and acknowledge that the rights and duties set forth in this Agreement are personal to Developer and that Franchisor has granted such rights in reliance on the business skill, financial capacity and personal character of Developer and the Controlling Principals and with the expectation that the duties and obligations contained in this Agreement will be performed by Developer and those Controlling Principals signing this Agreement. Accordingly, neither Developer nor any Controlling Principal, nor any successor or assign of Developer or any Controlling Principal, shall sell, assign, transfer, convey, give away, pledge, mortgage or otherwise dispose of or encumber any direct or indirect interest in this Agreement or in Developer without the prior written consent of Franchisor. Any purported assignment or transfer, by operation of law or otherwise, made in violation of this Agreement shall be null and void and shall constitute a material event of default under this Agreement.

(b) Conditions. If Developer wishes to transfer all or part of its interest in this Agreement or if Developer or a Controlling Principal wishes to transfer any ownership interest in Developer, transferor and the proposed transferee shall apply to Franchisor for its consent. Franchisor shall not unreasonably withhold its consent to a transfer of any interest in Developer or in this Agreement. Franchisor may, however, in its sole discretion, require any or all of the following as conditions of its consent to any such transfer:

(i) Monetary Obligations. All the accrued monetary obligations of Developer and its affiliates and all other outstanding obligations to Franchisor and its affiliates arising under this Agreement or any Franchise Agreement or other agreement shall have been satisfied in a timely manner and Developer shall have satisfied all trade accounts and other debts, of whatever nature or kind, in a timely manner;

(ii) No Default. Developer and its affiliates shall not be in default of any provision of this Agreement, or any Franchise Agreement or other agreement between Developer or any of its affiliates and Franchisor or any of its affiliates; and Developer shall have substantially and timely complied with all the terms and conditions of such agreements during the terms thereof,

(iii) Release. The transferor and its principals (if applicable) shall have executed a general release, in a form satisfactory to Franchisor, of any and all claims, against Franchisor and its affiliates, their respective partners, and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, in their corporate and individual capacities, including, without limitation, claims arising under this Agreement, any Franchise Agreement and any other agreement between Developer and Franchisor or any of its affiliates or under federal, state or local laws, rules, and regulations;

(iv) Satisfaction of Criteria. The transferee shall demonstrate to Franchisor's satisfaction that transferee meets the criteria considered by Franchisor when reviewing a prospective developer's application for development rights, including, but not limited to, Franchisor's educational, managerial and business standards, transferee's moral character, business reputation and credit rating, transferee's aptitude and ability to conduct the business contemplated hereunder (as may be evidenced by prior related business experience or otherwise), transferee's financial resources and capital for operation of the business, and the geographic proximity of other territories with respect to which transferee has been granted development rights or of other Franchises operated by transferee, if any;

(v) Written Assumption. The transferee shall enter into a written agreement, in a form prescribed by Franchisor, assuming full, unconditional, joint and several, liability for and agreeing to perform from the date of the transfer, all obligations, covenants and agreements of Developer in this Agreement; and, if transferee is an entity, transferee's owners, shall also execute such agreement as transferee's principals, and guarantee the performance of all such obligations, covenants and agreements;

(vi) New Agreement. The transferee shall execute the standard form development agreement then being offered to new System developers or a revised form of this Agreement, as Franchisor deems appropriate, and such other ancillary agreements as Franchisor may require, which agreements shall supersede this Agreement and its ancillary documents in all respects and the terms of which agreements may differ from the terms of this Agreement; provided, however, that transferee shall not be required to pay any development fee, and if the transferee is an entity, transferee's owners shall also execute such agreements as transferee's principals, and guarantee the performance of all such obligations, covenants and agreements;

(vii) Liability for Prior Acts. The transferor shall remain liable for all of the obligations to franchisor in connection with this Agreement incurred prior to the effective date of the transfer and shall execute any and all instruments reasonably requested by Franchisor to evidence such liability;

(viii) Transfer Fee. Developer shall pay a transfer fee of Five Thousand Dollars ($5,000) or such greater amount as is necessary to reimburse Franchisor for its reasonable costs and expenses associated with reviewing the application to transfer, including, without limitation, legal and accounting fees; and

(ix) Entity Representations. If the transferee is an entity, the transferee shall provide to franchisor evidence satisfactory to franchisor that the representations, warranties and covenants of Section 6.1 have been satisfied and are true and correct on the date of transfer.

(c) Reasonableness. Developer acknowledges and agrees that each condition that must be met by the transferee is reasonable and necessary to ensure such transferee's full performance of the obligations hereunder.

8.3 Transfer to Affiliate. If the proposed transfer is to an entity formed solely for the convenience of ownership, Franchisor's consent may be conditioned upon any of the requirements in Section 8.2(b), except that the requirements in Sections 8.2(b)(iii), (iv), (vi) and (viii) shall not apply. With respect to a transfer to an entity formed for the convenience of ownership, Developer shall be the owner of all the voting stock or interest of such entity, and if Developer is more than one individual, each individual shall have the same proportionate ownership interest in such entity as he had in Developer prior to the transfer.

8.4 Right of First Refusal.

(a) Notice of Offer. If Developer wishes to transfer all or part of its interest in this Agreement or if a Controlling Principal wishes to transfer any ownership interest in Developer, pursuant to any bona fide offer received from a third party to purchase such interest, then such proposed seller shall promptly notify Franchisor in writing of each such offer, and shall provide such information and documentation relating to the offer as Franchisor may require. Franchisor shall have the right and option, exercisable within thirty (30) days after receipt of such written notification and copies of all documentation required by Franchisor describing such offer, to send written notice to the transferor that Franchisor intends to purchase the transferor's interest on the same terms and conditions offered by the third party. If franchisor elects to purchase the transferor's interest, closing on such purchase must occur within the later of sixty (60) days from the date of notice to the transferor of the election to purchase by Franchisor, sixty (60) days from the date Franchisor receives or obtains all necessary documentation, permits and approvals, or such other date the parties agree upon in writing. Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same rights of first refusal by Franchisor as in the case of an initial offer. Failure of Franchisor to exercise the option afforded by this Section 8.4 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of Section 8.2 relating to a proposed transfer.

(b) Non-Cash Consideration. If an offer from a third party provides for payment of consideration other than cash or involves certain intangible benefits, Franchisor may elect to purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time on the reasonable equivalent in cash of the non-cash part of the offer, then such amount shall be determined by two (2) appraisers, with each party selecting one (1) appraiser, and the average of their determinations shall be final and binding. In the event of such appraisal, each party shall bear its own legal and other costs and shall split the appraisal fees. If Franchisor exercises its right of first refusal herein provided, it shall have the right to set off (i) all fees for any such independent appraiser due from Developer hereunder and (ii) all amounts due from Developer to Franchisor or any of its affiliates.

(c) Default. Failure to comply with the provisions of this Section 8.4 prior to the transfer of any interest in Developer or in this Agreement shall constitute a material event of default under this Agreement.

8.5 Death and Permanent Disability.

(a) Death. Upon the death of Developer (if Developer is a natural person) or any Controlling Principal who is a natural person (the "Deceased"), the executor, administrator or other personal representative of the Deceased shall transfer such interest to a third party in accordance with the conditions described in this Article

VIII within twelve (12) months after the death. If no personal representative is designated or appointed or no probate proceedings are instituted with respect to the estate of the Deceased, then the distributee of such interest must be approved by Franchisor. If the distributee is not approved by Franchisor, then the distributee shall transfer such interest to a third party approved by Franchisor within twelve (12) months after the death of the Deceased.

(b) Permanent Disability. Upon the permanent disability of Developer (if Developer is a natural person) or any Controlling Principal who is a natural person, Franchisor may, in its sole discretion, require such interest to be transferred to a third party in accordance with the conditions described in this Article VIII within six (6) months after notice to Developer. "Permanent disability" shall mean any physical, emotional or mental injury, illness or incapacity that would prevent a person from performing the obligations set forth in this Agreement or in the guaranty made part of this Agreement for at least ninety (90) consecutive days and from which condition recovery within ninety (90) days from the date of determination of disability is unlikely. Permanent disability shall be determined upon examination of the person by a licensed practicing physician selected by Franchisor, upon examination of the person; or if the person refuses to submit to an examination, then such person shall be automatically deemed permanently disabled as of the date of such refusal for the purpose of this Section. The costs of any examination required by this Section shall be paid by Franchisor.

(c) Notice. Upon the death or claim of permanent disability of Developer or any Controlling Principal, Developer or a representative of Developer, must promptly notify Franchisor of such death or claim of permanent disability. Any transfer upon death or permanent disability shall be subject to the same terms and conditions as described in this Article VIII for any inter vivos transfer. If an interest is not transferred upon death or permanent disability as required in this Section 8.5, then such failure shall constitute a material event of default under this Agreement.

8.6 No Waiver. Franchisor's consent to a transfer of any interest described herein shall not constitute a waiver of any claims Franchisor may have against the transferring party, nor shall it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement by the transferee.

8.7 Public Offering. Securities in Developer may be offered to the public (a "public offering") only with the prior written consent of Franchisor, which consent may be withheld in its sole discretion. As a condition of its consent to such offering, Franchisor may, in its sole discretion, require that immediately after such offering that the Controlling Principals retain a controlling interest in Developer. For the purpose of this Agreement, "controlling interest" shall mean that the Controlling Principals, either individually or cumulatively are entitled under the entity's organizational documents to cast a sufficient number of votes to require such entity to take or omit to take any action that such entity is required to take or omit to take under this Agreement.

8.8 Review of Offering Materials. All materials required for such public offering by federal or state law shall be submitted to Franchisor for a limited review as discussed below prior to being filed with any governmental agency; and any materials (including any private placement memoranda) to be used in any exempt offering or private placement shall be submitted to Franchisor for such review prior to their use. No Developer offering (public or private) shall imply (by use of the Marks or otherwise) that Franchisor is participating in an underwriting, issuance or offering of securities of Developer or Franchisor; and Franchisor's review of any offering materials shall be limited solely to the subject of the relationship between Developer and Franchisor and its affiliates. Franchisor may, at its option, require Developer's offering materials to contain a written statement prescribed by Franchisor concerning the limitations described in the preceding sentence. Developer, its Controlling Principals and the other participants in the offering must fully indemnify Franchisor and its affiliates, and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, in connection with the offering. For each proposed public or private offering, Developer shall pay to Franchisor such amount as is necessary to reimburse Franchisor for its reasonable costs and expenses associated with reviewing the proposed offering materials, including, without limitation, legal and accounting fees. Developer shall give Franchisor written notice at least thirty (30) days prior to the date of commencement of any offering or other transaction covered by this Section.

8.9 Transfers by Developer's Principals. If any person holding an interest in Developer or this Agreement (other than Developer or a Controlling Principal, which parties shall be subject to the provisions set forth above) transfers such interest, then Developer shall promptly notify Franchisor of such proposed transfer in writing and shall provide such information relative thereto as Franchisor may reasonably request prior to such transfer. Such transferee may not be a competitor of Franchisor. Such transferee will be a Developer's Principal and as such shall execute a confidentiality agreement and ancillary covenants not to compete in the form then required by Franchisor, which form shall be in substantially the same form attached hereto as Attachment C (see Sections 9.1 (b) and 9.8). Franchisor also reserves the right to designate the transferee as one of the Controlling Principals.

ARTICLE IX. COVENANTS

9.1 Confidential Information.

(a) Confidential. Neither Developer nor any Controlling Principals shall, during the term of this Agreement and thereafter, communicate or divulge, or use for the benefit of, any other person or entity, and, following the termination or expiration of this Agreement, they shall not use for their own benefit, any confidential information, knowledge or know-how concerning the methods of development and operation of the Franchises that may be communicated to them or of which they may be apprised under this Agreement. Developer and the Controlling Principals shall disclose such confidential information only to Developer's employees who must have access to it in connection with their employment with Developer. Any and all information, knowledge, know-how, techniques and any materials used in or related to the System that Franchisor provides to Developer in connection with this Agreement shall be deemed confidential for the purposes of this Agreement. Neither Developer nor the Controlling Principals shall at any time, without Franchisor's prior written consent, copy, duplicate, record or otherwise reproduce such materials or information, in whole or in part, nor otherwise make the same available to any unauthorized person. The covenant in this Section shall survive the expiration, termination or transfer of this Agreement or any interest herein and shall be perpetually binding upon Developer and each of the Controlling Principals.

(b) Covenants. Developer shall require and obtain execution of covenants similar to those set forth in Section 9.1 (a) from all personnel of Developer who have received or will have access to confidential information. Such covenants shall be substantially in the form set forth in Attachment C. All of Developer's Principals not required to sign this Agreement as a Controlling Principal also must execute such covenants.

9.2 Noncompetition Covenants.

(a) In-Term Covenants. Developer and the Controlling Principals specifically acknowledge that, pursuant to this Agreement, Developer and the Controlling Principals will receive valuable training, trade secrets and confidential information that are beyond the present skills and experience of Developer and the Controlling Principals and Developer's managers and employees. Developer and the Controlling Principals acknowledge that such specialized training, trade secrets and confidential information provide a competitive advantage and will be valuable to them in the development and operation of the Franchises and that gaining access to such specialized training, trade secrets and confidential information is, therefore, a primary reason why they are for entering into this Agreement. In consideration for such specialized training, trade secrets, confidential information and rights, Developer and the Controlling Principals covenant that with respect to Developer, during the term of this Agreement (or with respect to each of the Controlling Principals, during the term of this Agreement for so long as such individual or entity satisfies the definition of "Controlling Principals" as described in Section 11.20) except as otherwise approved in writing by Franchisor, neither Developer nor any of the Controlling Principals shall, either directly or indirectly, for themselves, or through, on behalf of or in conjunction with any person or entity:

(i) Divert, or attempt to divert, any business or customer of the business described hereunder to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

(ii) Own, maintain, operate, engage in, or have any financial or beneficial interest in (including any interest in a legal entity), advise, assist or make loans to, any business located within the United States, its territories or commonwealths, or any other country, province, state or geographic area in which Franchisor has used, sought registration of or registered the same or similar Marks or operates or licenses others to operate a business under the same or similar Marks, which business is of a character and concept similar to the Franchise, including a business that operates an optimization center.

(b) Post-Term Covenants. In consideration for the specialized training, trade secrets, confidential information and rights described in Section 9.2(a), with respect to Developer, and for a continuous uninterrupted period commencing upon the expiration or termination of, or transfer of all of Developer's interest in, this Agreement (or with respect to each of the Controlling Principals, commencing upon the earlier of (i) the expiration, termination of, or transfer of all of Developer's interest in this Agreement or (ii) the time such individual or entity ceases to satisfy the definition of "Controlling Principals" as described in Section 11.20), and continuing for two (2) years thereafter, except as otherwise approved in writing by Franchisor, neither Developer nor any of the Controlling Principals shall, either directly or indirectly, for themselves or through, on behalf of or in conjunction with any person or entity:

(i) Divert, or attempt to divert, any business or customer of the business described hereunder to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

(ii) Employ, or seek to employ, any person who is at that time or was within the preceding ninety (90) days employed by Franchisor, or any of its affiliates, or by any other developer or franchisee of Franchisor, or otherwise directly or indirectly induce such person to leave that person's employment; provided, however, that Developer may employ such person in a managerial position with respect to Developer's operation of a Franchise pursuant to the terms of the Franchise Agreement applicable to such Franchise.

(iii) Own, maintain, operate, engage in, or have any financial or beneficial interest in (including any interest in a legal entity), advise, assist or make loans to, any business that is of a character and concept similar to the Franchise, including a business that operates an optimization center, which business is, or is intended to be, located within the Territory or within a five (5)-mile radius of the location of any Franchise in existence or under construction at any given time during such period.

(c) Public Company. Sections 9.2(a)(ii) and 9.3(b)(iii) shall not apply to ownership of less than a five percent (5%) beneficial interest in the outstanding equity securities of any publicly-held corporation.

(d) Reasonableness. The parties acknowledge and agree that each of the covenants contained in this Section are reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill or other business interests of Franchisor. The parties agree that each of these covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, Developer and the Controlling Principals expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section.

(e) Reduction in Scope. Developer and the Controlling Principals understand and acknowledge that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Section, or any portion thereof, without their consent, effective immediately upon notice to Developer; and Developer and the Controlling Principals agree that they shall immediately comply with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 11.3.

(f) No Defense. Developer and the Controlling Principals expressly agree that the existence of any claims they may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Article IX.

(g) Covenants of Managers and Developer's Principals. Developer shall require and obtain execution of covenants similar to those set forth in this Section (including covenants applicable upon the termination of a person's employment with Developer) from all management level personnel of Developer who have received or will have access to confidential information or training from Franchisor. Such covenants shall be substantially in the form set forth in Attachment C. All of Developer's Principals not required to sign this Agreement as a Controlling Principal also must execute such covenants. Notwithstanding the foregoing, Franchisor reserves the right, in its sole discretion, to decrease the period of time or geographic scope of the noncompetition covenant set forth in Attachment C or eliminate such noncompetition covenant altogether for any party that is required to execute such agreement under this Section.

9.3 Injunctive Relief. Failure to comply with the requirements of this Article shall constitute a material event of default under this Agreement. Developer and the Controlling Principals acknowledge that a violation of this Article would result in irreparable injury to Franchisor for which no adequate remedy at law may be available, and Developer and the Controlling Principals accordingly consent to the issuance of an injunction prohibiting any conduct by Developer or the Controlling Principals in violation of the terms of this Article. Developer and the Controlling Principals agree to pay all court costs and reasonable legal fees incurred by Franchisor in connection with the enforcement of this Article, including payment of all costs and expenses for obtaining specific performance of, or on injunction against violation of, the requirements of this Article.

ARTICLE X. RELATIONSHIP OF THE PARTIES AND INDEMNIFICATION

10.1 Relation. The parties acknowledge and agree that this Agreement does not create a fiduciary relationship between them, that Developer shall be an independent contractor and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, joint employer or servant of the other for any purpose.

10.2 Notice to Public. During the term of this Agreement, Developer shall hold itself out to the public as an independent contractor conducting its development operations pursuant to development rights granted by Franchisor. Developer agrees to take such action as shall be necessary to that end, including, without limitation, exhibiting a notice of that fact in a conspicuous place in any Franchise established under any Franchise Agreement for the purposes hereunder, the content and form of which Franchisor reserves the right to specify in writing.

10.3 No Authority. Developer understands and agrees that nothing in this Agreement authorizes Developer or any of the Controlling Principals to make any contract, agreement, warranty or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name and that Franchisor shall in no event assume liability for, or be deemed liable under this Agreement as a result of, any such action, or for any act or omission of Developer or any of the Controlling Principals or any claim or judgment arising therefrom.

10.4 Employment Policies. Franchisor does not exercise any direction or control over the employment policies or employment decisions of Developer. All employees of Developer are solely employees of Developer, not Franchisor. Developer is not Franchisor's agent for any purpose in regard to Developer's employees or otherwise.

10.5 Indemnification. Developer shall and hereby does indemnify and shall defend at its own cost and save harmless Franchisor, its affiliates, their officers and employees, and their respective successors and assigns, from and against all losses, costs, liabilities, damages, claims and expenses, of every kind and description, however caused, including allegations of negligence by Franchisor, its affiliates, or their employees and agents, whether such negligence be sole, joint or concurrent, or active or passive, and including reasonable attorneys' fees, directly or indirectly arising out of or resulting from the performance of the development activities contemplated under this Agreement, or the construction or operation of any Franchise pursuant to a Franchise Agreement, or because of any act or omission of the Developer or anyone associated with, employed by, or affiliated with Developer. Developer shall promptly give written notice to Franchisor of any action, suit, proceeding, claim, demand, inquiry, or investigation related to the foregoing. Franchisor shall in any event have the right, through counsel of its choice at Developer's expense, to control the defense or response to any such action if it could affect the interests of Franchisor, and such undertaking by Franchisor shall not, in any manner or form, diminish Developer's obligations to Franchisor hereunder. Under no circumstances shall Franchisor be required or obligated to seek recovery from third parties or otherwise mitigate its losses in order to maintain a claim under this indemnification and against Developer, and the failure of Franchisor to pursue such recovery or mitigate loss will in no way reduce the amounts recoverable by Franchisor from Developer. The obligations of Developer under this Section 10.5 shall survive the termination, expiration or transfer of this Agreement, or any interest herein.

10.6 Variations. Developer acknowledges that because complete and detailed uniformity under many varying conditions may not be possible or practical, Franchisor specifically reserves the right and privilege, at its sole discretion and as it may deem in the best interests of all concerned in any given circumstance, to vary standards for any System developer based upon the peculiarities of the particular site or circumstance, business potential, trade area, existing business practices or any other condition that Franchisor deems to be of importance to the successful operation of such developer's business. Developer shall not be entitled to require Franchisor to disclose or grant to Developer a like or similar variation hereunder.

ARTICLE XI. MISCELLANEOUS

11.1 Notice. Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by expedited delivery service or certified or registered mail, return receipt requested, first-class postage prepaid, or sent by prepaid facsimile or email (provided that the sender confirms the facsimile or email by sending an original confirmation copy by certified or registered mail or expedited delivery service within three (3) business days after transmission) to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notices to Franchisor:

OPTIMIZE U HOLDING LLC
Attn: Joshua Hudson
4625 Falconcrest Dr.
Paducah, KY 42001
Facsimile: _______________

Notices to Developer and the Controlling Principals: _________________________
____
____
Attention: _______________
Facsimile: _______________

Any notice shall be deemed to have been given at the time of personal delivery or, in the case of facsimile or email, upon transmission (provided confirmation is sent as described above) or, in the case of expedited delivery service or registered or certified mail, three (3) business days after the date and time of mailing.

11.2 Entire Agreement. This Agreement, the documents referred to herein, and the Attachments hereto, constitute the entire, full and complete agreement between Franchisor and Developer and the Controlling Principals concerning the subject matter hereof and shall supersede all prior related agreements between Franchisor and Developer and the Controlling Principals.

11.3 Amendments. Except for those permitted to be made unilaterally by Franchisor hereunder, no amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

11.4 No Waiver. No delay, waiver, omission or forbearance on the part of Franchisor to exercise any right, option, duty or power arising out of any breach or default by Developer or the Controlling Principals under this Agreement shall constitute a waiver by Franchisor to enforce any such right, option, duty or power against Developer or the Controlling Principals, or as to a subsequent breach or default by Developer or the Controlling Principals. Acceptance by Franchisor of any payments due to it hereunder subsequent to the time at which such payments are due shall not be deemed to be a waiver by Franchisor of any preceding breach by Developer or the Controlling Principals of any terms, provisions, covenants or conditions of this Agreement.

11.5 Approvals or Consents. Whenever this Agreement requires the prior approval or consent of Franchisor, Developer shall make a timely written request to Franchisor, and such approval or consent shall be obtained in writing.

11.6 No Warranties. Franchisor makes no warranties or guarantees and assumes no liability or obligation to Developer or any third party to which it would not otherwise be subject, by providing any waiver, approval, advice, consent or suggestion to Developer in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefor.

11.7 MEDIATION. THE PARTIES AGREE TO SUBMIT ANY CLAIM, CONTROVERSY OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT (AND ATTACHMENTS) OR THE RELATIONSHIP CREATED BY THIS AGREEMENT TO NON-BINDING MEDIATION PRIOR TO BRINGING SUCH CLAIM, CONTROVERSY OR DISPUTE IN A COURT OR BEFORE ANY OTHER TRIBUNAL. THE MEDIATION SHALL BE CONDUCTED THROUGH EITHER AN INDIVIDUAL MEDIATOR OR A MEDIATOR APPOINTED BY A MEDIATION SERVICES ORGANIZATION OR BODY, EXPERIENCED IN THE MEDIATION OF DISPUTES BETWEEN FRANCHISORS AND DEVELOPERS, AGREED UPON BY THE PARTIES AND, FAILING SUCH AGREEMENT WITHIN A REASONABLE PERIOD OF TIME AFTER EITHER PARTY HAS NOTIFIED THE OTHER OF ITS DESIRE TO SEEK MEDIATION OF ANY CLAIM, CONTROVERSY OR DISPUTE (NOT TO EXCEED FIFTEEN (15) DAYS), BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS RULES GOVERNING MEDIATION, AT FRANCHISOR'S CORPORATE HEADQUARTERS IN PADUCAH, KENTUCKY. THE COSTS AND EXPENSES OF MEDIATION, INCLUDING COMPENSATION AND EXPENSES OF THE MEDIATOR (AND EXCEPT FOR THE ATTORNEYS FEES INCURRED BY EITHER PARTY), SHALL BE BORNE BY THE PARTIES EQUALLY. IF THE PARTIES ARE UNABLE TO RESOLVE THE CLAIM, CONTROVERSY OR DISPUTE WITHIN NINETY (90) DAYS AFTER THE MEDIATOR HAS BEEN CHOSEN, THEN THE MATTER SHALL BE SUBMITTED TO ARBITRATION IN ACCORDANCE WITH SECTION

11.8 TO RESOLVE SUCH CLAIM, CONTROVERSY OR DISPUTE UNLESS SUCH TIME PERIOD IS EXTENDED BY WRITTEN AGREEMENT OF THE PARTIES. NOTWITHSTANDING THE FOREGOING, FRANCHISOR MAY BRING AN ACTION (1) FOR MONIES OWED, (2) FOR INJUNCTIVE OR OTHER EXTRAORDINARY RELIEF, OR (3) INVOLVING THE POSSESSION OR DISPOSITION OF, OR OTHER RELIEF RELATING TO, REAL PROPERTY IN A COURT HAVING JURISDICTION AND IN ACCORDANCE WITH SECTION 11.9, WITHOUT FIRST SUBMITTING SUCH ACTION TO MEDIATION OR ARBITRATION.

11.8 ARBITRATION.

(a) PROCEDURE. EXCEPT AS PROVIDED IN THIS AGREEMENT, FRANCHISOR, DEVELOPER AND THE CONTROLLING PRINCIPALS AGREE THAT ANY CLAIM, CONTROVERSY OR DISPUTE ARISING OUT OF OR RELATING TO THE FRANCHISE, DEVELOPER'S ESTABLISHMENT OR OPERATION OF ANY FRANCHISE UNDER THIS AGREEMENT (AND ANY AMENDMENTS THERETO) INCLUDING, BUT NOT LIMITED TO, ANY CLAIM BY DEVELOPER, OR ANY OF THE CONTROLLING PRINCIPALS, OR PERSONS CLAIMING ON BEHALF OF DEVELOPER OR THE CONTROLLING PRINCIPALS, CONCERNING THE ENTRY INTO, THE PERFORMANCE UNDER OR THE TERMINATION OF THE AGREEMENT, OR ANY OTHER AGREEMENT BETWEEN FRANCHISOR, OR ITS AFFILIATES, AND DEVELOPER, ANY CLAIM AGAINST A PAST OR PRESENT OFFICER, DIRECTOR, EMPLOYEE OR AGENT OF FRANCHISOR, INCLUDING THOSE OCCURRING SUBSEQUENT TO THE TERMINATION OF THIS AGREEMENT, THAT CANNOT BE AMICABLY SETTLED AMONG THE PARTIES OR THROUGH MEDIATION SHALL, EXCEPT AS SPECIFICALLY SET FORTH HEREIN AND IN SECTION 11.9, BE REFERRED TO ARBITRATION. THE ARBITRATION SHALL BE CONDUCTED THROUGH AN ORGANIZATION OR BODY EXPERIENCED IN THE ARBITRATION OF DISPUTES BETWEEN FRANCHISORS AND DEVELOPERS DESIGNATED BY FRANCHISOR. IF FRANCHISOR FAILS TO DESIGNATE AN ORGANIZATION OR BODY WITHIN A REASONABLE TIME AFTER THE DISPUTE HAS BEEN REFERRED FOR ARBITRATION (NOT TO EXCEED FIFTEEN (15) DAYS), ARBITRATION SHALL BE CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AS AMENDED, EXCEPT THAT THE ARBITRATOR SHALL APPLY THE FEDERAL RULES OF EVIDENCE DURING THE CONDUCT OF THE HEARING SESSIONS WITH RESPECT TO THE ADMISSIBILITY OF EVIDENCE. IF SUCH RULES ARE IN ANY WAY CONTRARY TO OR IN CONFLICT WITH THIS AGREEMENT, THE TERMS OF THE AGREEMENT SHALL CONTROL. ONLY CLAIMS, CONTROVERSIES OR DISPUTES INVOLVING DEVELOPER AND THE CONTROLLING PRINCIPALS MAY BE BROUGHT HEREUNDER. NO CLAIM FOR OR ON BEHALF OF ANY OTHER DEVELOPER OR SUPPLIER, OR CLASS, REPRESENTATIVE OR ASSOCIATION THEREOF, MAY BE BROUGHT BY DEVELOPER OR THE CONTROLLING PRINCIPALS HEREUNDER.

(b) ARBITRATOR. THE PARTIES SHALL AGREE ON AN ARBITRATOR WITHIN FIFTEEN (15) DAYS OF THE FILING OF ARBITRATION. IF THE PARTIES CANNOT AGREE ON A SINGLE ARBITRATOR, FRANCHISOR AND DEVELOPER (OR CONTROLLING PRINCIPAL, AS APPLICABLE) SHALL EACH SELECT ONE ARBITRATOR. IF THE PARTY UPON WHOM THE DEMAND FOR ARBITRATION IS SERVED FAILS TO SELECT AN ARBITRATOR WITHIN FIFTEEN (15) DAYS AFTER THE RECEIPT OF THE DEMAND FOR ARBITRATION, THEN THE ARBITRATOR SO DESIGNATED BY THE PARTY REQUESTING ARBITRATION SHALL ACT AS THE SOLE ARBITRATOR TO RESOLVE THE CONTROVERSY AT HAND. THE TWO ARBITRATORS DESIGNATED BY THE PARTIES SHALL SELECT A THIRD ARBITRATOR. IF THE TWO ARBITRATORS DESIGNATED BY THE PARTIES FAIL TO SELECT A THIRD ARBITRATOR WITHIN FIFTEEN (15) DAYS, THE THIRD ARBITRATOR SHALL BE SELECTED BY THE ORGANIZATION AGREED UPON OR THE AMERICAN ARBITRATION ASSOCIATION OR ANY SUCCESSOR THERETO, UPON APPLICATION BY EITHER PARTY. ALL OF THE ARBITRATORS SHALL BE EXPERIENCED IN THE ARBITRATION OF DISPUTES BETWEEN FRANCHISORS AND DEVELOPERS. THE ARBITRATION SHALL TAKE PLACE AT FRANCHISOR'S CORPORATE OFFICES. THE AWARD OF THE ARBITRATORS SHALL BE FINAL AND JUDGMENT UPON THE AWARD RENDERED IN ARBITRATION MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE COSTS AND EXPENSES OF ARBITRATION MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE ARBITRATORS SHALL BE REQUIRED TO SUBMIT WRITTEN FINDINGS OF FACT AND CONCLUSIONS OF LAW WITHIN THIRTY (30) BUSINESS DAYS FOLLOWING THE FINAL HEARING SESSION OF THE ARBITRATION. THE COSTS AND EXPENSES OF ARBITRATION, INCLUDING COMPENSATION AND EXPENSES OF THE ARBITRATORS, SHALL BE BORNE BY THE PARTIES AS THE ARBITRATORS DETERMINE.

(c) EXCEPTIONS. NOTWITHSTANDING THE ABOVE, THE FOLLOWING SHALL NOT BE SUBJECT TO ARBITRATION:

(i) DISPUTES AND CONTROVERSIES ARISING FROM THE SHERMAN ACT, THE CLAYTON ACT OR ANY OTHER FEDERAL OR STATE ANTITRUST LAW;

(ii) DISPUTES AND CONTROVERSIES BASED UPON OR ARISING UNDER THE LANHAM ACT, AS NOW OR HEREAFTER AMENDED, RELATING TO THE OWNERSHIP OR VALIDITY OF THE MARKS;

(iii) DISPUTES AND CONTROVERSIES RELATING TO ACTIONS TO OBTAIN POSSESSION OF THE PREMISES OF THE FRANCHISE UNDER LEASE OR SUBLEASE.

(d) SPECIFIC PERFORMANCE. IF FRANCHISOR SHALL DESIRE TO SEEK SPECIFIC PERFORMANCE OR OTHER EXTRAORDINARY

RELIEF INCLUDING, BUT NOT LIMITED TO, INJUNCTIVE RELIEF UNDER THIS AGREEMENT, AND ANY AMENDMENTS THERETO, OR TO COLLECT MONIES DUE, THEN ANY SUCH ACTION SHALL NOT BE SUBJECT TO ARBITRATION AND FRANCHISOR SHALL HAVE THE RIGHT TO BRING SUCH ACTION AS DESCRIBED IN SECTION 11.9.

(e) LIMITS ON ARBITRATOR. IN PROCEEDING WITH ARBITRATION AND IN MAKING DETERMINATIONS HEREUNDER, THE ARBITRATORS SHALL NOT EXTEND, MODIFY OR SUSPEND ANY TERMS OF THIS AGREEMENT OR THE REASONABLE STANDARDS OF BUSINESS PERFORMANCE AND OPERATION ESTABLISHED BY FRANCHISOR IN GOOD FAITH. NOTICE OF OR REQUEST TO OR DEMAND FOR ARBITRATION SHALL NOT STAY, POSTPONE OR RESCIND THE EFFECTIVENESS OF ANY TERMINATION OF THIS AGREEMENT. THE ARBITRATORS SHALL APPLY OREGON LAW AND THE TERMS OF THIS AGREEMENT IN REACHING THEIR DECISION.

11.9 GOVERNING LAW AND VENUE. WITH RESPECT TO ANY CLAIMS, CONTROVERSIES OR DISPUTES THAT ARE NOT FINALLY RESOLVED THROUGH MEDIATION OR ARBITRATION, OR AS OTHERWISE PROVIDED ABOVE, DEVELOPER AND THE CONTROLLING PRINCIPALS HEREBY IRREVOCABLY SUBMIT THEMSELVES TO THE JURISDICTION OF THE STATE COURTS OF KENTUCKY AND THE FEDERAL DISTRICT COURT FOR THE DISTRICT OF KENTUCKY. DEVELOPER AND THE CONTROLLING PRINCIPALS HEREBY WAIVE ALL QUESTIONS OF PERSONAL JURISDICTION FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. DEVELOPER AND THE CONTROLLING PRINCIPALS HEREBY AGREE THAT SERVICE OF PROCESS MAY BE MADE UPON ANY OF THEM IN ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY KENTUCKY OR FEDERAL LAW. DEVELOPER AND THE CONTROLLING PRINCIPALS FURTHER AGREE THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE MCCRACKEN COUNTY, KENTUCKY; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION (1) FOR MONIES OWED, (2) FOR INJUNCTIVE OR OTHER EXTRAORDINARY RELIEF OR (3) INVOLVING POSSESSION OR DISPOSITION OF, OR OTHER RELIEF RELATING TO, REAL PROPERTY, FRANCHISOR MAY BRING SUCH ACTION IN ANY STATE OR FEDERAL DISTRICT COURT THAT HAS JURISDICTION. WITH RESPECT TO ALL CLAIMS, CONTROVERSIES, DISPUTES OR ACTIONS, RELATED TO THIS AGREEMENT OR THE RELATIONSHIP CREATED THEREBY, THIS AGREEMENT AND ANY SUCH RELATED CLAIMS, CONTROVERSIES, DISPUTES OR ACTIONS SHALL BE GOVERNED, ENFORCED AND INTERPRETED UNDER KENTUCKY LAW.

11.10 MUTUAL BENEFIT. DEVELOPER, THE CONTROLLING PRINCIPALS AND FRANCHISOR ACKNOWLEDGE THAT THE PARTIES AGREEMENT REGARDING APPLICABLE STATE LAW AND FORUM SET

FORTH IN SECTION 11.9 PROVIDE EACH OF THE PARTIES WITH THE MUTUAL BENEFIT OF UNIFORM INTERPRETATION OF THIS AGREEMENT AND ANY DISPUTE ARISING OUT OF THIS AGREEMENT OR THE PARTIES' RELATIONSHIP CREATED BY THIS AGREEMENT. EACH OF DEVELOPER, THE CONTROLLING PRINCIPALS AND FRANCHISOR FURTHER ACKNOWLEDGES THE RECEIPT AND SUFFICIENCY OF MUTUAL CONSIDERATION FOR SUCH BENEFIT AND THAT EACH PARTY'S AGREEMENT REGARDING APPLICABLE STATE LAW AND CHOICE OF FORUM HAVE BEEN NEGOTIATED FOR IN GOOD FAITH AND ARE PART OF THE BENEFIT OF THE BARGAIN REFLECTED BY THIS AGREEMENT.

11.11 PERFORMANCE IN PADUCAH, KENTUCKY. DEVELOPER, THE CONTROLLING PRINCIPALS AND FRANCHISOR ACKNOWLEDGE THAT THE EXECUTION OF THIS AGREEMENT AND ACCEPTANCE OF THE TERMS BY THE PARTIES OCCURRED IN PADUCAH, KENTUCKY, AND FURTHER ACKNOWLEDGE THAT THE PERFORMANCE OF CERTAIN OBLIGATIONS OF DEVELOPER ARISING UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PAYMENT OF MONIES DUE HEREUNDER AND THE SATISFACTION OF CERTAIN TRAINING REQUIREMENTS OF FRANCHISOR, SHALL OCCUR IN PADUCAH, KENTUCKY.

11.12 DISPUTE RESOLUTION PROGRAM. WITHOUT LIMITING ANY OF THE FOREGOING, FRANCHISOR RESERVES THE RIGHT, AT ANY TIME, TO CREATE A DISPUTE RESOLUTION PROGRAM AND RELATED SPECIFICATIONS, STANDARDS, PROCEDURES AND RULES FOR THE IMPLEMENTATION THEREOF TO BE ADMINISTERED BY FRANCHISOR OR ITS DESIGNEES FOR THE BENEFIT OF ALL DEVELOPERS AND FRANCHISEES CONDUCTING BUSINESS UNDER THE SYSTEM. THE STANDARDS, SPECIFICATIONS, PROCEDURES AND RULES FOR SUCH DISPUTE RESOLUTION PROGRAM SHALL BE MADE PART OF THE MANUALS AND IF MADE PART OF THE MANUALS, ON EITHER A VOLUNTARY OR MANDATORY BASIS, DEVELOPER SHALL COMPLY WITH ALL SUCH STANDARDS, SPECIFICATIONS, PROCEDURES AND RULES IN SEEKING RESOLUTION OF ANY CLAIMS, CONTROVERSIES OR DISPUTES WITH OR INVOLVING FRANCHISOR OR OTHER DEVELOPERS OR FRANCHISEES, IF APPLICABLE UNDER THE PROGRAM. IF SUCH DISPUTE RESOLUTION PROGRAM IS MADE MANDATORY, THEN DEVELOPER AND FRANCHISOR AGREE TO SUBMIT ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT (AND ATTACHMENTS) OR THE RELATIONSHIP CREATED BY THIS AGREEMENT FOR RESOLUTION IN ACCORDANCE WITH SUCH DISPUTE RESOLUTION PROGRAM PRIOR TO SEEKING RESOLUTION OF SUCH CLAIMS, CONTROVERSIES OR DISPUTES IN THE MANNER DESCRIBED IN SECTIONS 11.7-11.8 (PROVIDED THAT THE PROVISIONS OF SECTION 11.9 CONCERNING FRANCHISOR'S RIGHT TO SEEK RELIEF IN A COURT FOR CERTAIN ACTIONS INCLUDING FOR INJUNCTIVE OR OTHER EXTRAORDINARY RELIEF SHALL NOT BE SUPERSEDED OR AFFECTED BY THIS SECTION) OR IF SUCH CLAIM, CONTROVERSY OR

DISPUTE RELATES TO ANOTHER DEVELOPER OR FRANCHISEE, DEVELOPER AGREES TO PARTICIPATE IN THE PROGRAM AND SUBMIT ANY SUCH CLAIMS, CONTROVERSIES OR DISPUTES IN ACCORDANCE WITH THE PROGRAM'S STANDARDS, SPECIFICATIONS, PROCEDURES AND RULES, PRIOR TO SEEKING RESOLUTION OF SUCH CLAIM BY ANY OTHER JUDICIAL OR LEGALLY AVAILABLE MEANS.

11.13 WAIVER OF CERTAIN DAMAGES. DEVELOPER AND THE CONTROLLING PRINCIPALS HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS) AGAINST FRANCHISOR, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, AGENTS, REPRESENTATIVES, INDEPENDENT CONTRACTORS, SERVANTS AND EMPLOYEES, IN THEIR CORPORATE AND INDIVIDUAL CAPACITIES, ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE BE BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) AND AGREES THAT IN THE EVENT OF A DISPUTE, DEVELOPER AND THE CONTROLLING PRINCIPALS SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT. IF ANY OTHER TERM OF THIS AGREEMENT IS FOUND OR DETERMINED TO BE UNCONSCIONABLE OR UNENFORCEABLE FOR ANY REASON, THE FOREGOING PROVISIONS OF WAIVER BY AGREEMENT OF PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS) SHALL CONTINUE IN FULL FORCE AND EFFECT.

11.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed shall be an original, and all of which shall constitute one and the same instrument.

11.15 Headings. The captions used in connection with the sections and subsections of this Agreement are inserted only for purpose of reference. Such captions shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part thereof nor shall such captions otherwise be given any legal effect.

11.16 Survival. Any obligation of Developer or the Controlling Principals that contemplates performance of such obligation after termination or expiration of this Agreement or the transfer of any interest of Developer or the Controlling Principals therein, shall be deemed to survive such termination, expiration or transfer.

11.17 Severability. Except as expressly provided to the contrary herein, each portion, section, part, term and provision of this Agreement shall be considered severable; and if, for any reason, any portion, section, part, term or provision is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, this shall not impair the operation of, or have any other effect upon, the other portions, sections, parts, terms or provisions of this Agreement that may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties; the invalid portions, sections, parts, terms or provisions shall be deemed not to be part of this Agreement; and there shall be automatically added such portion, section, part, term or provision as similar as possible to that which was severed which shall be valid and not contrary to or in conflict with any law or regulation.

11.18 Construction. All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, where applicable. Without limiting the obligations individually undertaken by the Controlling Principals under this Agreement, all acknowledgments, promises, covenants, agreements and obligations made or undertaken by Developer in this Agreement shall be deemed, jointly and severally, undertaken by all of the Controlling Principals.

11.19 Remedies. All rights and remedies of the parties to this Agreement shall be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies that are provided for herein or that may be available at law or in equity in case of any breach, failure or default or threatened breach, failure or default of any term, provision or condition of this Agreement or any other agreement between Developer or any of its affiliates and Franchisor or any of its affiliates. The rights and remedies of the parties to this Agreement shall be continuing and shall not be exhausted by any one or more uses thereof, and may be exercised at any time or from time to time as often as may be expedient; and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time. The expiration, earlier termination or exercise of Franchisor's rights pursuant to Article VII shall not discharge or release Developer or any of the Controlling Principals from any liability or obligation then accrued, or any liability or obligation continuing beyond, or arising out of, the expiration, the earlier termination or the exercise of such rights under this Agreement.

11.20 Developer's Principals and Controlling Principals. The term "Developer's Principals" shall include, collectively and individually, Developer's spouse, if Developer is an individual, all officers and directors of Developer (including the officers and directors of any entity that controls Developer) whom Franchisor designates as Developer's Principals and all holders of an ownership interest in Developer and of any entity directly or indirectly controlling Developer, and any other person or entity controlling, controlled by or under common control with Developer. The initial Developer's Principals shall be listed on Attachment D. The term "Controlling Principals" shall include, collectively and individually, any Developer's Principal who has been designated by Franchisor as a Controlling Principal hereunder. For purposes of this Agreement, a publicly-held corporation is a corporation registered pursuant to Section 12 of the Securities Exchange Act of 1934, as amended, or a corporation subject to the requirements of Section 15(d) of such Act.

11.21 Legal Entities. Each reference to the organizational documents, equity owners, directors, and officers of a corporation in this Agreement shall be deemed to refer to the functional equivalents of such organizational documents, equity owners, directors, and officers, as applicable, in the case of any other entity.

11.22 No Third-Party Beneficiaries. Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Developer, Franchisor, Franchisor's officers, directors and personnel and such of Developer's and Franchisor's respective successors and assigns as may be contemplated (and, as to Developer, authorized by Article VIII), any rights or remedies under or as a result of this Agreement.

ARTICLE XII. ACKNOWLEDGMENTS

12.1 Independent Investigation. Developer acknowledges that it has conducted an independent investigation of the business venture contemplated by this Agreement and recognizes that the success of this business venture involves substantial business risks and will largely depend upon the ability of Developer. Franchisor expressly disclaims making, and Developer acknowledges that it has not received, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by this Agreement.

12.2 Review and Understanding. Developer acknowledges that Developer has received, read and understands this Agreement and the related Attachments and agreements and that Franchisor has afforded Developer sufficient time and opportunity to consult with advisors selected by Developer about the potential benefits and risks of entering into this Agreement.

12.3 Receipt of Documents. Developer acknowledges that it received a complete copy of this Agreement and all related Attachments and agreements at least five (5) business days prior to the date on which this Agreement was executed. Developer further acknowledges that it has received the disclosure document required by the Trade Regulation Rule of the Federal Trade Commission entitled "Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunity Ventures" at least ten (10) business days prior to the date on which this Agreement was executed.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date first above written.

FRANCHISOR:

OPTIMIZE U HOLDING LLC

By:____________________________
Name: __________________________
Title: ___________________________

DEVELOPER:

____

By:____________________________
Name: __________________________
Title: ___________________________

Attachment A

DEVELOPMENT SCHEDULE

	Date Franchise Must Be Open	Minimum Cumulative Number of Franchises that Developer shall have Open and in Operation
By	____________________________	______________
By	____________________________	______________
By	____________________________	______________
By	____________________________	______________
By	____________________________	______________
By	____________________________	______________
By	____________________________	______________
By	____________________________	______________
By	____________________________	______________
By	____________________________	______________

Attachment B

DEVELOPMENT AGREEMENT
CONTROLLING PRINCIPALS GUARANTY

Each of the undersigned acknowledges and agrees as follows:

Each has read the terms and conditions of the Development Agreement and acknowledges that the execution of this guaranty and the undertakings of the Controlling Principals in the Development Agreement are in partial consideration for, and a condition to the granting of, the development rights in the Development Agreement, and that Franchisor would not have granted such rights without the execution of this guaranty and such undertakings by each of the undersigned;

Each is included in the term "Controlling Principals" as described in Section 11.20 of the Development Agreement;

Each individually, jointly and severally, makes all of the covenants, representations, warranties and agreements of the Controlling Principals set forth in the Development Agreement and is obligated to perform thereunder; and

Each individually, jointly and severally, unconditionally and irrevocably guarantees to Franchisor and its successors and assigns that all of Developer's obligations under the Development Agreement will be punctually paid and performed. Upon default by Developer or upon notice from Franchisor, each will immediately make each payment and perform each obligation required of Developer under the Development Agreement. Without affecting the obligations of any of the Controlling Principals under this guaranty, Franchisor may, without notice to the Controlling Principals, waive, renew, extend, modify, amend or release any indebtedness or obligation of Developer or settle, adjust or compromise any claims that Franchisor may have against Developer. Each of the Controlling Principals waives all demands and notices of every kind with respect to the enforcement of this guaranty, including, without limitation, notice of presentment, demand for payment or performance by Developer, any default by Developer or any guarantor and any release of any guarantor or other security for this guaranty or the obligations of Developer. Franchisor may pursue its rights against any of the Controlling Principals without first exhausting its remedies against Developer and without joining any other guarantor hereto and no delay on the part of Franchisor in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise by Franchisor of any right or remedy shall preclude the further exercise of such right or remedy. Upon receipt by Franchisor of notice of the death of any of the Controlling Principals, the estate of the deceased will be bound by the foregoing guaranty, but only for defaults and obligations under the Development Agreement existing at the time of death, and in such event, the obligations of the remaining Controlling Principals shall continue in full force and effect.

With respect to the individual designated as Operating Principal, Operating Principal acknowledges that the undertakings by Operating Principal under this guaranty are made and given in partial consideration of, and as a condition to, Franchisor's grant of rights to develop Franchises as described herein; Operating Principal individually makes all of the covenants, representations and agreements of Developer and Operating Principal set forth in the Development Agreement and is obligated to perform hereunder.

____
Printed Name

______________________________ ________________
Signature Date

____
Printed Name

______________________________ ________________
Signature Date

____
Printed Name

______________________________ ________________
Signature Date

____
Printed Name

______________________________ ________________
Signature Date

____
Printed Name

______________________________ ________________
Signature Date

*Denotes individual who is Franchisee's Operating Principal

Attachment C

DEVELOPMENT AGREEMENT
CONFIDENTIALITY AGREEMENT AND
ANCILLARY COVENANTS NOT TO COMPETE

This Agreement is made and entered into this ____ day of ____________, 20__, among Optimize U Holding LLC, a Kentucky limited liability company ("Franchisor"), _____________________ ("Developer") and _______________________ ("Covenantor").

RECITALS

WHEREAS, Franchisor has developed and owns a unique system (the "System") for the development and operation of retail Development that will feature the name and mark "Optimize U" ("Development"); and

WHEREAS, the System includes, but is not limited to, certain trade names, service marks, trademarks, logos, emblems and indicia of origin, including, but not limited to, the mark "Optimize U" and such other trade names, service marks, trademarks, logos, insignia, slogans, emblems, designs and commercial symbols as Franchisor may develop in the future to identify for the public the source of services and products marketed under such marks and under the System and representing the System's high standards of quality, appearance and service and distinctive exterior and interior design, I and color scheme and furnishings ("Marks"); uniform standards, specifications and procedures for inventory and management and financial control; operations; quality and uniformity of products and services offered; procedures for management and financial control; training and assistance; and advertising and promotional programs; all of which may be changed, improved and further developed by Franchisor from time to time and are used by Franchisor in connection with the operation of the System ("Trade Secrets"); and

WHEREAS, the Marks and Trade Secrets provide economic advantages to Franchisor and the Trade Secrets are not generally known to, and are not readily ascertainable by proper means by, Franchisor's competitors who could obtain economic value from knowledge and use of the Trade Secrets; and

WHEREAS, Franchisor has taken and intends to take all reasonable steps to maintain the confidentiality and secrecy of the Trade Secrets; and

WHEREAS, Franchisor has granted Developer the limited right to develop Developments using the System, the Marks and the Trade Secrets for the period defined in the Development Agreement dated _________________, 20__ ("Development Agreement"), by and between Franchisor and Developer; and

WHEREAS, Franchisor and Developer have agreed in the Development Agreement on the importance to Franchisor and to Developer and other licensed users of the System of restricting the use, access and dissemination of the Trade Secrets; and

WHEREAS, it will be necessary for certain employees, agents, independent contractors, officers, directors and interest holders of Developer, or any entity having an interest in Developer ("Covenantor") to have access to and to use some or all of the Trade Secrets in the management and operation of Developer's business using the System; and

WHEREAS, Developer has agreed to obtain from those covenantors' written agreements protecting the Trade Secrets and the System against unfair competition; and

WHEREAS, Covenantor wishes to remain, or wishes to become associated with or employed by Developer; and

WHEREAS, Covenantor wishes and needs to receive and use the Trade Secrets in the course of his employment or association in order to effectively perform his services for Developer; and

WHEREAS, Covenantor acknowledges that receipt of and the right to use the Trade Secrets constitutes independent valuable consideration for the representations, promises and covenants made by Covenantor herein;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

A. Confidentiality Agreement

1. Franchisor and/or Developer shall disclose to Covenantor some or all of the Trade Secrets relating to the System. All information and materials, including, without limitation, any manuals, drawings, specifications, techniques and compilations of data that Franchisor provides to Developer and/or Covenantor shall be deemed confidential Trade Secrets for the purposes of this Agreement.

2. Covenantor shall receive the Trade Secrets in confidence and shall, at all times, maintain them in confidence, and use them only in the course of his employment or association with an Developer and then only in connection with the development and/or operation by Developer of a Development for so long as Developer is licensed by Franchisor to use the System.

3. Covenantor shall not at any time make copies of any documents or compilations containing some or all of the Trade Secrets without Franchisor's express written permission.

4. Covenantor shall not at any time disclose or permit the disclosure of the Trade Secrets except to other employees of Developer and only to the limited extent necessary to train or assist other employees of Developer in the development or operation of a Development using the System.

5. Covenantor shall surrender any material containing some or all of the Trade Secrets to Developer or Franchisor, upon request, or upon termination of employment by Developer, or upon conclusion of the use for which such information or material may have been furnished to Covenantor.

6. Covenantor shall not at any time, directly or indirectly, do any act or omit to do any act that would or would likely be injurious or prejudicial to the goodwill associated with the Trade Secrets and the System.

7. All manuals are loaned by Franchisor to Developer for limited purposes only and remain the property of Franchisor and may not be reproduced, in whole or in part, without Franchisor's written consent.

B. Covenants Not to Compete

1. Definitions. For purposes of this Agreement, "Competing Service" means any product, program, platform, membership, or service that offers hormone optimization, peptide therapy, telehealth wellness treatment, age-management treatment, optimization medicine, IV therapy, recovery modalities, or any other product or service that is the same as, substantially similar to, in competition with, or marketed as a substitute for any product or service then approved for inclusion within the Optimize U System, regardless of the channel through which such product or service is offered, including in-person, online, telehealth, subscription, direct-to-consumer, or hybrid delivery models.

For purposes of this Agreement, "Competing Provider" means any person, entity, platform, medical group, physician organization, compounding pharmacy, laboratory, management company, telehealth provider, or other provider or intermediary that offers, markets, distributes, fulfills, supports, or facilitates the delivery of a Competing Service, directly or indirectly, including through white-label, co-branding, referral, licensing, fulfillment, subscription, or similar arrangements. Competing Provider includes any entity in which Franchisee or any Controlling Principal holds, directly or indirectly, any ownership, investment, profit participation, or other financial interest, if such entity offers, markets, distributes, fulfills, supports, or facilitates a Competing Service.

2. In order to protect the goodwill and unique qualities of the System and the confidentiality and value of the Trade Secrets, and in consideration for the disclosure to Covenantor of the Trade Secrets, Covenantor further agrees and covenants as follows:

a. Not to divert, or attempt to divert, directly or indirectly, any business, business opportunity, or customer of the Developer's Development to any Competing Provider.

b. Not to employ, or seek to employ, any person who is at the time or was within the preceding ninety (90) days employed by Franchisor, or any of its affiliates or any Developer or developer of Franchisor, or otherwise directly or indirectly induce such person to leave that person's employment except as may occur in connection with Developer's employment of such person if permitted under the Development Agreement.

c. Except for the Development described in the Development Agreement, not to directly or indirectly, for himself or through, on behalf of, or in conjunction with any person or entity, without the prior written consent of Franchisor, own, maintain, operate, engage in or have any financial or beneficial interest in (including any interest in any legal entity), advise, assist or make loans to, any Competing Provider located within the United States, its territories or commonwealths, or any other country, province, state or geographic area in which Franchisor has used, sought registration of or registered the same or similar Marks or operates or licenses others to operate a business under the same or similar Marks,.

2. In further consideration for the disclosure to Covenantor of the Trade Secrets and to protect the uniqueness of the System, Covenantor agrees and covenants that for one (1) year following the earlier of the expiration, termination or transfer of all of Developer's interest in the Development Agreement or the termination of his association with or employment by Developer, Covenantor will not without the prior written consent of Franchisor:

a. Divert or attempt to divert, directly or indirectly, any business, business opportunity or customer of the Development to any Competing Provider.

b. Employ, or seek to employ, any person who is at the time or was within the preceding ninety (90) days employed by Franchisor, any of its affiliates or any Developer or developer of Franchisor, or otherwise directly or indirectly induce such persons to leave that person's employment.

c. Directly or indirectly, for himself or through, on behalf of or in conjunction with any person or entity, own, maintain, operate, engage in or have any financial or beneficial interest in (including any interest in any legal entity), advise, assist or make loans to, any Competing Provider, which is, or is intended to be, located within the Assigned Area or within a five (5)-mile radius of the location of any Development in existence or under construction at any given time during such period.

C. <u>Miscellaneous</u>

1. Developer shall make all commercially reasonable efforts to ensure that Covenantor acts as required by this Agreement.

2. Covenantor agrees that in the event of a breach of this Agreement, Franchisor would be irreparably injured and be without an adequate remedy at law. Therefore, in the event of such a breach, or threatened or attempted breach of any of the provisions hereof, Franchisor shall be entitled to enforce the provisions of this Agreement and shall be entitled, in addition to any other remedies that are made available to it at law or in equity, including the right to terminate the Development Agreement, to a temporary and/or permanent injunction and a decree for the specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm and without being required to furnish a bond or other security.

3. Covenantor agrees to pay all expenses (including court costs and reasonable attorneys' fees) incurred by Franchisor and Developer in enforcing this Agreement.

4. Any failure by Franchisor or the Developer to object to or take action with respect to any breach of any provision of this Agreement by Covenantor shall not operate or be construed as a waiver of or consent to that breach or any subsequent breach by Covenantor.

5. THIS AGREEMENT SHALL BE INTERPRETED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE

STATE OF KENTUCKY. COVENANTOR HEREBY IRREVOCABLY SUBMITS HIMSELF TO THE JURISDICTION OF THE STATE COURTS OF KENTUCKY AND THE FEDERAL DISTRICT COURTS FOR THE DISTRICT OF KENTUCKY. COVENANTOR HEREBY WAIVES ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. COVENANTOR HEREBY AGREES THAT SERVICE OF PROCESS MAY BE MADE UPON HIM IN ANY PROCEEDING RELATING TO OR ARISING UNDER THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY KENTUCKY OR FEDERAL LAW. COVENANTOR FURTHER AGREES THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE MCCRACKEN COUNTY, KENTUCKY; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION THAT INCLUDES INJUNCTIVE RELIEF OR OTHER EXTRAORDINARY RELIEF, FRANCHISOR OR DEVELOPER MAY BRING SUCH ACTION IN ANY COURT IN ANY STATE THAT HAS JURISDICTION.

6. The parties acknowledge and agree that each of the covenants contained herein are reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill or other business interests of Franchisor. The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in any unappealed final decision to which Franchisor is a party, Covenantor expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

7. This Agreement contains the entire agreement of the parties regarding the subject matter hereof. This Agreement may be modified only by a duly authorized writing executed by all parties.

8. All notices and demands required to be given hereunder shall be in writing and shall be sent by personal delivery, expedited delivery service, certified or registered mail, return receipt requested, first-class postage prepaid, facsimile or email (provided that the sender confirms the facsimile or email by sending an original confirmation copy by certified or registered mail or expedited delivery service within three (3) business days after transmission), to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other parties.

If directed to Franchisor, the notice shall be addressed to:

OPTIMIZE U HOLDING LLC
Attn: Joshua Hudson
4625 Falconcrest Dr.
Paducah, KY 42001
Facsimile: _______________

If directed to Developer, the notice shall be addressed to:

____
____
Attention:________________
Facsimile: (___)___________
Email:____________________

If directed to Covenantor, the notice shall be addressed to:

____
____
Attention:________________
Facsimile: (___)___________
Email:____________________

Any notices sent by personal delivery shall be deemed given upon receipt. Any notices given by facsimile or email shall be deemed given upon transmission, provided confirmation is made as provided above. Any notice sent by expedited delivery service or registered or certified mail shall be deemed given three (3) business days after the time of mailing. Any change in the foregoing addresses shall be effected by giving written notice of such change to the other parties. Business day for the purpose of this Agreement excludes Saturday, Sunday and national holidays.

9. The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and shall inure to the benefit of its respective affiliates, successors and assigns. The respective obligations of Developer and Covenantor hereunder may not be assigned by Developer or Covenantor, without the prior written consent of Franchisor.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as witnessed by their signatures below.

FRANCHISOR:

OPTIMIZE U HOLDING LLC

By:________________________________
Name:______________________________
Title:_______________________________

DEVELOPER:

____

By:________________________________
Name:______________________________
Title:_______________________________

COVENANTOR:

____

Name:_______________________________

Attachment D

DEVELOPMENT AGREEMENT STATEMENT OF OWNERSHIP INTERESTS AND DEVELOPERS PRINCIPALS

A. The following is a list of shareholders, partners or other investors in Developer, including all investors who own or hold a direct or indirect interest in Developer, and a description of the nature of their interest:

Name	Percentage of Ownership and Nature of Interest
______________________	______________________
______________________	______________________
______________________	______________________
______________________	______________________
______________________	______________________

B. In addition to the persons listed in paragraph A, the following is a list of all of Developer's Principals described in and designated pursuant to Section 11.20 of the Development Agreement, each of whom (unless designated as a Controlling Principal) shall execute the Confidentiality Agreement and Ancillary Covenants Not to Compete substantially in the form set forth in Attachment C (see Sections 9.1 (b) and 9.2(g) of the Development Agreement):

____

____

____

____

____

____

Attachment E

FRANCHISE AGREEMENT
SEE EXHIBIT B TO FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT D

ELECTRONIC FUNDS TRANSFER AUTHORIZATION

ELECTRONIC FUNDS TRANSFER
AUTHORIZATION TO HONOR CHARGES DRAWN BY AND PAYABLE TO OPTIMIZE U HOLDING LLC ("Payee")

The undersigned Depositor hereby authorizes and requests the Depository designated below to honor and to charge to the following designated account, checks and electronic debits (collectively, "debits") drawn on such account that are payable to the above named Payee. It is agreed that Depository's rights with respect to each such debit shall be the same as if it were a check drawn and signed by the Depositor. It is further agreed that if any such debit is not honored, whether with or without cause and whether intentionally or inadvertently, Depository shall be under no liability whatsoever. This authorization shall continue in force until Depository and Payee have received at least thirty (30) days written notification from Depositor of its termination.

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

(1) To indemnify the Depository and hold it harmless from any loss it may suffer resulting from or in connection with any debit, including, without limitation, execution and issuance of any check, draft or order, whether or not genuine, purporting to be authorized or executed by the Payee and received by the Depository in the regular course of business for the purpose of payment, including any costs or expenses reasonably incurred in connection therewith.

(2) To indemnify Payee and the Depository for any loss arising in the event that any such debit shall be dishonored, whether with or without cause and whether intentionally or inadvertently.

(3) To defend at Depositor's own cost and expense any action which might be brought by a depositor or any other persons because of any actions taken by the Depository or Payee pursuant to the foregoing request and authorization, or in any manner arising by reason of the Depository's or Payee's participation therein.

Notwithstanding the above, Depositor shall be entitled to all rights and remedies pursuant to the Electronic Fund Transfer Act, 15 U.S.C. § 1693 *et.seq.*, and its accompanying regulations.

Name of Depository: ______________________________
Name of Depositor: ______________________________
Designated Bank Acct.: ______________________________
(Please attach one voided check for the above account.)
Location: ______________________________
For Depository information call: ______________________________
Address: ______________________________
Phone #: ______________________________
Fax #: ______________________________

Name of Franchisee/___________________
By: ______________________ Date: ________________, 20__
Name: ______________________
Title: ______________________

EXHIBIT E

POWER OF ATTORNEY (TELEPHONE)

IRREVOCABLE POWER OF ATTORNEY (TELECOMMUNICATIONS)

KNOW ALL MEN BY THESE PRESENTS, that ________________________ ("Franchisee") does hereby irrevocably constitute and appoint Optimize U Holding LLC, a Kentucky limited liability company ("Franchisor"), true and lawful attorney-in-fact and agent for Franchisee and in Franchisee's name, place and stead, to do or cause to be done all things and to sign, execute, acknowledge, certify, deliver, accept, record and file all such agreements, certificates, instruments and documents as, in the sole discretion of Franchisor, shall be necessary or advisable for the sole purpose of assigning to Franchisor all of Franchisee's right, title and interest in and to any and all telephone numbers of Franchisee's franchise and all related Yellow Pages, White Pages and other business listings and all Internet listings, domain names, Internet accounts, advertising on the Internet or World Wide web, websites, listings with search engines, e-mail addresses or any other similar listings or usages related to the Franchisee's franchise, including but not limited to, the execution and delivery of any Transfer of Service Agreement and any other transfer documentation required by the applicable telephone service or Internet company providing telephone or Internet services to Franchisee, hereby granting unto Franchisor full power and authority to do and to perform any and all acts and things which, in the sole discretion of Franchisor, are necessary or advisable to be done as fully to all intents and purposes as Franchisee might or could itself do, hereby ratifying and confirming all that Franchisor may lawfully do or cause to be done by virtue of this Power of Attorney and the powers herein granted.

During the term of this Power of Attorney and regardless of whether Franchisee has designated any other person to act as its attorney-in-fact and agent, no person, firm or corporation dealing with Franchisor shall be required to ascertain the authority of Franchisor, nor to see to the performance of the agency, nor be responsible in any way for the proper application of funds or property paid or delivered to Franchisor. Any person, firm or corporation dealing with Franchisor shall be fully protected in acting and relying on a certificate of Franchisor that this Power of Attorney on the date of such certificate has not been revoked and is in full force and effect, and Franchisee shall not take any action against any person, firm or corporation acting in reliance on such a certificate or a copy of this Power of Attorney. Any instrument or document executed on behalf of Franchisee by Franchisor shall be deemed to include such a certificate on the part of Franchisor, whether or not expressed. This paragraph shall survive any termination of this Power of Attorney.

This Power of Attorney shall terminate two (2) years following the expiration or termination of that certain Franchise Agreement dated as of __________________, 20___, by and between Franchisor and Franchisee. Such termination, however, shall not affect the validity of any act or deed that Franchisor may have effected prior to such date pursuant to the powers herein granted.

This instrument is to be construed and interpreted as irrevocable power of attorney coupled with an interest. It is executed and delivered in the State of Kentucky and the laws of the State of Kentucky shall govern all questions as to the validity of this Power of Attorney and the construction of its provisions.

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney as of the _______ day of ___________________, 20___.

FRANCHISEE:

____

By: _______________________________________
Name: _____________________________________
Title: ______________________________________

STATE OF _____________________§
§
COUNTY OF ___________________§

BEFORE ME, the undersigned authority, on this day personally appeared ___________________,____ of ___________________________ known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _______________, 20___.
(SEAL)

____
Notary Public in and for the State of
My Commission Expires:__________

EXHIBIT F

POWER OF ATTORNEY (TAX)

IRREVOCABLE POWER OF ATTORNEY (TAX RETURNS)

KNOW ALL MEN BY THESE PRESENTS, that ____________________________ ("Franchisee") does hereby irrevocably constitute and appoint Optimize U Holding LLC, a Kentucky limited liability company ("Franchisor"), true and lawful attorney-in-fact and agent for Franchisee and in Franchisee's name, place and stead do or cause to be done all things and to sign, execute, acknowledge, certify, deliver, accept, record and file all such agreements, certificates, instruments and documents as, in the sole discretion of Franchisor, shall be necessary or advisable for the sole purpose of obtaining any and all returns, records, reports and other documentation relating to the payment of taxes filed by Franchisee with any state and/or federal taxing authority, including but not limited to the execution and delivery of any and all formal requests and other documentation as may be required by the applicable state and/or federal taxing authority, including, but not limited to the Department of Revenue of the State of Kentucky, hereby granting unto Franchisor full power and authority to do and perform any and all acts and things which, in the sole discretion of Franchisor, are necessary or advisable to be done as fully to all intents and purposes as Franchisee might or could itself do, hereby ratifying and confirming all that Franchisor may lawfully do or cause to be done by virtue of this Power of Attorney and the powers herein granted.

During the term of this Power of Attorney, and regardless of whether Franchisee has designated any other person to act as its attorney-in-fact and agent, no governmental agency, person, firm or corporation dealing with Franchisor, if acting in good faith, shall be required to ascertain the authority of Franchisor, nor to see to the performance of the agency, nor be responsible in any way for the proper application of documents delivered or funds or property paid or delivered to Franchisor. Any governmental agency, person, firm or corporation dealing with Franchisor shall be fully protected in acting and relying on a certificate of Franchisor that this Power of Attorney on the date of such certificate has not been revoked and is in full force and effect, and Franchisee shall not take any action against any person, firm, corporation or agency acting in reliance on such a certificate or a copy of this Power of Attorney. Any instrument or document executed on behalf of Franchisee by Franchisor shall be deemed to include such a certificate on the part of Franchisor, whether or not expressed. This paragraph shall survive any termination of this Power of Attorney.

This Power of Attorney shall terminate two (2) years following the expiration or termination of that certain Franchise Agreement dated as of _______________________ 20____, by and between Franchisor and Franchisee. Such termination, however, shall not affect the validity of any act or deed that Franchisor may have effected prior to such date pursuant to the powers herein granted.

This instrument is to be construed and interpreted as an irrevocable power of attorney coupled with an interest. It is executed and delivered in the State of Kentucky and the laws of the State of Kentucky shall govern all questions as to the validity of this Power of Attorney and the construction of its provisions.

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney as of the _____ day of _______________, 20____.

FRANCHISEE:

____

By: _________________________________
Name: _______________________________
Title: _______________________________

STATE OF _____________________§
§
COUNTY OF ___________________§

BEFORE ME, the undersigned authority, on this day personally appeared ___________________,____________________________ of ___________________________ known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _______________, 20___.
(SEAL)

Notary Public in and for the State of ___________
My Commission Expires: ____________________

EXHIBIT G

OPTIMIZE U HOLDING LLC FRANCHISE AGREEMENT ADDENDUM ABANDONMENT, RELINQUISHMENT, AND TERMINATION OF ASSUMED OR FICTITIOUS BUSINESS NAME

OPTIMIZE U HOLDING LLC FRANCHISE AGREEMENT ADDENDUM ABANDONMENT, RELINQUISHMENT, AND TERMINATION OF ASSUMED OR FICTITIOUS BUSINESS NAME

Pursuant to the provisions of relevant state laws concerning the registration and use of assumed or fictitious business names, the undersigned applicant, being a franchisee of **OPTIMIZE U HOLDING LLC**, submits the following to evidence its intent to abandon, relinquish and terminate its right to use the business name **OPTIMIZE U.**

1. Name of Applicant Who is Using the Assumed or Fictitious Business Name:

   ____

   a (an) individual/partnership/corporation organized and doing business under the laws of the State of ______________.

2. Date when Original Assumed or Fictitious Business Name was Filed by Applicant:

   ____

3. Address of Applicant's Registered Office in the State of:

   ____

4. Please cancel the Applicant's registration to use the name **OPTIMIZE U**

DATED: ____________________________________

Applicant

By: _________________________

Title: ________________________

EXHIBIT H

SATELLITE CLINIC AGREEMENT

OPTIMIZE U HOLDING LLC

SATELLITE CLINIC AGREEMENT

THIS SATELLITE CLINIC AGREEMENT (the "Agreement") is dated as of ______ ____________, 20___ (the "Effective Date"), by and between Optimize U Holding LLC, a Kentucky limited liability company ("Franchisor"), and ________________________________ ____________ ("Franchisee").

WITNESSETH:

WHEREAS, Franchisor has developed and owns a unique system (the "System") for the development and operation of retail outlets operating under the mark "Optimize U";

WHEREAS, Franchisor has granted Franchisee the limited right to operate a Franchise (the "Franchise") using the System and the "Optimize U" mark, along with associated intellectual property of Franchisor, for the period defined in the Franchise Agreement dated ____ ____________, 20____ ("Franchise Agreement"), by and between Franchisor and Franchisee; and

WHEREAS, Franchisee desires to open a satellite clinic that is affiliated with the Franchise using the System and the "Optimize U" mark, along with associated intellectual property of Franchisor.

NOW, THEREFORE, the parties, in consideration of the mutual undertakings and commitments set forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows.

1. Grant. In reliance on the representations and warranties of Franchisee, Franchisor hereby grants to Franchisee the right to open a satellite clinic at __________________________ ____. The satellite clinic shall be operated in connection with the Franchise and subject to the same operating standards and obligations applicable to the Franchise contained in the Franchise Agreement.

2. Satellite Development Fee. As partial consideration for the rights granted to Franchisee herein, Franchisee shall pay to Franchisor upon execution of this Agreement a nonrefundable satellite development fee of Ten Thousand Dollars ($10,000.00). The satellite development fee shall be fully earned by Franchisor upon execution of this Agreement for administrative and other expenses incurred by Franchisor and for the opportunities lost or deferred as a result of the rights granted to Franchisee herein.

3. Royalties. Franchisee shall include all revenues from the operation of the satellite clinic in its Gross Revenue under the Franchise Agreement and pay royalties to Franchisor at the same rate and in the same manner as royalties paid for the Franchise.

4. Training. If the satellite clinic will be managed by an individual who has not already completed Franchisor's initial training, the manager must complete such training prior to the opening of the satellite clinic. Franchisee shall pay Franchisor a training fee of Ten Thousand Dollars ($10,000.00) for providing such training.

5. Satellite Clinic Requirements. The satellite clinic shall be affiliated with the Franchise and operate under the direct ownership and management of Franchisee. Franchisee shall be responsible for ensuring that the satellite clinic maintains compliance with all Optimize U clinical, operational, and brand standards. Franchisee shall also be responsible for all financial obligations of the satellite clinic, including obligations to Franchisor and to third parties. The satellite clinic may not be sold or transferred—other than in connection with an approved sale or transfer of the Franchise—or operated independently of the Franchise. In addition to the standards and obligations described in the Franchise Agreement, the satellite clinic must also comply with the specific obligations of this Agreement, including the operational requirements of this section.

(a) Location of Satellite Clinic. The satellite clinic must be operated within or alongside a host business. The host business must approved by Franchisor and must be either an established medical practice or clinic; a diagnostic imaging center; a premium fitness center, performance training facility, or health club; or a dedicated recovery, wellness, or MedSpa center. Generic retail spaces or strip mall storefronts; supplement retailers, nutrition stores, or similar retail environments; and any business that, in Franchisor's discretion, could dilute the Optimize U brand will not be approved as host businesses. The satellite clinic must be located either (1) within the established territory of the Franchise, or (2) within twenty-five miles of an existing Optimize U location if the owner of such location has provided written consent to Franchisee.

(b) Physical Features of Satellite Clinic. Franchisee is solely responsible for the costs of building out and equipping the satellite clinic. The satellite clinic must comply with the following minimum requirements:

i. At least 400 square feet of dedicated, private space for operation of the clinic;

ii. At least one private consultation room with a door and HIPAA-compliant privacy;

iii. A CLIA-waived compliant blood draw station;

iv. Secure, climate-controlled storage for medications and medical supplies;

v. A professional waiting area with clear Optimize U branding; and

vi. A separate entrance or clearly delineated patient flow from the host business.

(c) Services Offered at Satellite Clinic. The satellite clinic is intended to provide core Optimize U services in a streamlined format. The satellite clinic shall provide, at minimum, the following services: new patient consultations and treatment planning; blood draws and laboratory coordination; follow-up visits and monitoring; hormone optimization therapy management; and patient education and membership management. Additionally, to ensure that all Optimize U patients have access to the complete recovery service portfolio (hot therapy, cold therapy, and compression therapy), Franchisee must either: (1) install complete recovery equipment at the satellite clinic, (2) provide patients of the satellite clinic access to recovery services at the Franchise, or (3) partner with a recovery center approved by Franchisor for patient referrals by entering into a written partnership agreement approved by Franchisor. If Franchisee elects option (2) or (3), there must be a maximum 30-minute drive time from the satellite clinic to the recovery services location and Franchisee must provide a coordinated scheduling and referral system, as well as a transportation assistance program for patients without reliable transportation.

Franchisee is solely responsible for ensuring that all services provided at the satellite clinic comply with Franchisor's clinical standards.

(d) Staffing at Satellite Clinic. All staff of the satellite clinic shall report through the Franchise's management structure and be directly supervised by the Franchise's medical director. A licensed provider (NP, PA, or MD) must be present at the satellite clinic at least sixteen (16) hours per week during operating hours. Additionally, the satellite clinic shall be staffed with a medical assistant or registered nurse, as well as a front desk receptionist/patient coordinator (which may be shared between the satellite clinic and the Franchise). All clinical staff of the satellite clinic must complete Franchisor's provider certification program.

(e) Technology Requirements. The satellite clinic shall be required to use the same technology infrastructure as the Franchise, including use of the same Franchisor-approved electronic medical record system and payment processing system as the Franchise. Franchisee must ensure that the scheduling and patient management platform used with the satellite clinic is integrated with the Franchise and that all satellite patient data is integrated in real-time with the Franchise's system. The technology used at the satellite clinic must allow for the same compliance monitoring and reporting as that which is used at the Franchise. Franchisee shall pay Franchisor a technology fee of $299 per month, payable at the same time and in the same manner as Franchisee's royalty fees, in connection with the satellite clinic.

6. Legal Compliance. Franchisee is solely responsible for ensuring that the operation of the satellite clinic complies with all applicable local, state, and federal laws, rules, and regulations, including but not limited to corporate practice of medicine laws, the Stark Law, and anti-kickback regulations. Franchisee must further ensure that all partnerships with host businesses are structured to comply with federal and state anti-kickback regulations, and maintain a clear separation of medical services offered at the satellite clinic from the host business's operations.

Additionally, the parties acknowledge and agree that Franchisor is not engaged in the practice of medicine or any other licensed profession and does not, by virtue of this Agreement, own, operate, or control Franchisee's medical practice or any professional entity affiliated with Franchisee. Franchisee is solely responsible for ensuring that any medical or other licensed professional services offered in connection with the satellite clinic are owned, structured, supervised, and provided in compliance with applicable law. All patient-specific clinical decisions, including diagnosis, treatment, prescribing, chart review, interpretation of laboratory results, supervision of licensed personnel, and the adoption or rejection of any clinical protocol, Optimize U treatment framework, or guidance, shall be made solely by appropriately licensed professionals exercising independent professional judgment. Any standards, manuals, training materials, educational materials, Optimize U treatment frameworks, sample protocols, or other guidance furnished by Franchisor are intended solely as non-clinical brand guidance or general educational material and shall not be construed to interfere with or control independent clinical judgment.

7. Oversight and Termination. Franchisor maintains the same rights to oversee, inspect, and audit the operations of the satellite clinic as it has with respect to the Franchise under the Franchise Agreement. Franchisor may terminate this Agreement for any reason justifying termination of the Franchise under the Franchise Agreement. Franchisor may also terminate this Agreement if Franchisee is in default of any of its obligations under this Agreement and has failed to cure such default after thirty (30) days' notice from Franchisor. Additionally, if the Franchise Agreement is terminated for any reason, this Agreement shall automatically terminate.

8. Performance Thresholds. Franchisor reserves the right to establish performance thresholds for the satellite clinic based on market area analysis. If Franchisor establishes performance thresholds, Franchisor will communicate those to Franchisee at the time it approves the proposed satellite clinic. Franchisee's failure to meet any such performance threshold shall be a basis for Franchisor to terminate this Agreement after thirty (30) days' notice from Franchisor.

9. Relationship of the Parties. The parties acknowledge and agree that this Agreement does not create a fiduciary relationship between them, that Franchisee shall be an independent contractor and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, joint employer or servant of the other for any purpose.

10. Employment Policies. Franchisor does not exercise any direction or control over the employment policies or employment decisions of Franchisee. All employees of Franchisee are solely employees of Franchisee, not Franchisor. Franchisee is not Franchisor's agent for any purpose in regard to Franchisee's employees or otherwise.

11. Indemnification. Franchisee shall and hereby does indemnify and shall defend at its own cost and save harmless Franchisor, its affiliates, their officers and employees, and their respective successors and assigns, from and against all losses, costs, liabilities, damages, claims and expenses, of every kind and description, however caused, including allegations of negligence by Franchisor, its affiliates, or their employees and agents, whether such negligence be sole, joint or concurrent, or active or passive, and including reasonable attorneys' fees, directly or indirectly arising out of or resulting from the operation of the satellite clinic contemplated under this Agreement, or because of any act or omission of Franchisee or anyone associated with, employed by, or affiliated with Franchisee. Franchisee shall promptly give written notice to Franchisor of any action, suit, proceeding, claim, demand, inquiry, or investigation related to the

foregoing. Franchisor shall in any event have the right, through counsel of its choice at Franchisee's expense, to control the defense or response to any such action if it could affect the interests of Franchisor, and such undertaking by Franchisor shall not, in any manner or form, diminish Franchisee's obligations to Franchisor hereunder. Under no circumstances shall Franchisor be required or obligated to seek recovery from third parties or otherwise mitigate its losses in order to maintain a claim under this indemnification and against Franchisee, and the failure of Franchisor to pursue such recovery or mitigate loss will in no way reduce the amounts recoverable by Franchisor from Franchisee. The obligations of Franchisee under this section shall survive the termination, expiration or transfer of this Agreement, or any interest herein.

12. Notice. Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by expedited delivery service or certified or registered mail, return receipt requested, first-class postage prepaid, or sent by prepaid facsimile or email (provided that the sender confirms the facsimile or email by sending an original confirmation copy by certified or registered mail or expedited delivery service within three (3) business days after transmission) to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notices to Franchisor:

OPTIMIZE U HOLDING LLC
Attn: Joshua Hudson
4625 Falconcrest Dr.
Paducah, KY 42001
Facsimile: _______________

Notices to Franchisee:

____
____
____
Attention: ________________
Facsimile: ________________

Any notice shall be deemed to have been given at the time of personal delivery or, in the case of facsimile or email, upon transmission (provided confirmation is sent as described above) or, in the case of expedited delivery service or registered or certified mail, three (3) business days after the date and time of mailing.

13. Entire Agreement. This Agreement and the documents referred to herein constitute the entire, full and complete agreement between Franchisor and Franchisee concerning the subject matter hereof and shall supersede all prior related agreements between Franchisor and Franchisee.

14. Amendments. Except for those permitted to be made unilaterally by Franchisor hereunder, no amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

15. No Waiver. No delay, waiver, omission or forbearance on the part of Franchisor to exercise any right, option, duty or power arising out of any breach or default by Franchisee

under this Agreement shall constitute a waiver by Franchisor to enforce any such right, option, duty or power against Franchisee, or as to a subsequent breach or default by Franchisee. Acceptance by Franchisor of any payments due to it hereunder subsequent to the time at which such payments are due shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, provisions, covenants or conditions of this Agreement.

16. Approvals or Consents. Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor, and such approval or consent shall be obtained in writing.

17. No Warranties. Franchisor makes no warranties or guarantees and assumes no liability or obligation to Franchisee or any third party to which it would not otherwise be subject, by providing any waiver, approval, advice, consent or suggestion to Franchisee in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefor.

18. Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed shall be an original, and all of which shall constitute one and the same instrument.

19. Headings. The captions used in connection with the sections and subsections of this Agreement are inserted only for purpose of reference. Such captions shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part thereof nor shall such captions otherwise be given any legal effect.

20. Survival. Any obligation of Franchisee that contemplates performance of such obligation after termination or expiration of this Agreement or the transfer of any interest of Franchisee therein, shall be deemed to survive such termination, expiration or transfer.

21. Severability. Except as expressly provided to the contrary herein, each portion, section, part, term and provision of this Agreement shall be considered severable; and if, for any reason, any portion, section, part, term or provision is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, this shall not impair the operation of, or have any other effect upon, the other portions, sections, parts, terms or provisions of this Agreement that may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties; the invalid portions, sections, parts, terms or provisions shall be deemed not to be part of this Agreement; and there shall be automatically added such portion, section, part, term or provision as similar as possible to that which was severed which shall be valid and not contrary to or in conflict with any law or regulation.

22. Construction. All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, where applicable.

23. Remedies. All rights and remedies of the parties to this Agreement shall be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies that are provided for herein or that may be available at law or in equity in case of any breach, failure or default or threatened breach, failure or default of any term, provision or condition of this Agreement or any other agreement between Franchisee or any of its affiliates and Franchisor

or any of its affiliates. The rights and remedies of the parties to this Agreement shall be continuing and shall not be exhausted by any one or more uses thereof, and may be exercised at any time or from time to time as often as may be expedient; and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time. The expiration or earlier termination of this Agreement shall not discharge or release Franchisee from any liability or obligation then accrued, or any liability or obligation continuing beyond, or arising out of, the expiration, the earlier termination or the exercise of such rights under this Agreement.

24. Independent Investigation. Franchisee acknowledges that it has conducted an independent investigation of the business venture contemplated by this Agreement and recognizes that the success of this business venture involves substantial business risks and will largely depend upon the ability of Franchisee Franchisor expressly disclaims making, and Franchisee acknowledges that it has not received, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by this Agreement.

25. Review and Understanding. Franchisee acknowledges that Franchisee has received, read and understands this Agreement and the related Attachments and agreements and that Franchisor has afforded Franchisee sufficient time and opportunity to consult with advisors selected by Developer about the potential benefits and risks of entering into this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date first above written.

FRANCHISOR:

OPTIMIZE U HOLDING LLC

By:____________________________
Name: _________________________
Title: __________________________

FRANCHISEE:

____

By:____________________________
Name: _________________________
Title: __________________________

EXHIBIT I

LIST OF STATE ADMINISTRATORS

CALIFORNIA Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 1-866-275-2677	**NORTH DAKOTA** Franchise Examiner Securities Commissioner State of North Dakota 600 East Boulevard, Fifth Floor Bismarck, ND 58505
HAWAII Business Registration Division Department of Commerce and Consumer Affairs 1010 Richards Street Honolulu, HI 96813	**OREGON** Director Department of Consumer and Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, OR 97310
ILLINOIS Chief, Franchise Division Attorney General's Office 500 South Second Street Springfield, IL 62706	**RHODE ISLAND** Chief Securities Examiner Director of Business Regulation Division of Securities Suite 232 233 Richmond Street Providence, RI 02903-4232
INDIANA Secretary of State Franchise Section Securities Division 302 West Washington, Room E-111 Indianapolis, IN 46204	**SOUTH DAKOTA** Franchise Administrator Department of Commerce and Regulation Division of Securities C/o 118 West Capitol Ave. Pierre, SD 57501-2017
MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place, 20th floor Baltimore, MD 21202	**VIRGINIA** Chief Examiner State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219
MICHIGAN Department of the Attorney General's Office Consumer Protection Division Attn: Franchise 670 Law Building Lansing, MI 48913	**WASHINGTON** Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98501
MINNESOTA Franchise Examiner Department of Commerce 133 East Seventh Street St. Paul, MN 55101	**WISCONSIN** Franchise Administrator Securities and Franchise Registration Wisconsin Securities Commission P.O. Box 1768 Madison, WI 53701
NEW YORK NYS Department of Law Investor Protector Bureau 28 Liberty St., 21st Floor New York, NY 10005	

EXHIBIT J
OPERATIONS MANUAL TABLE OF CONTENTS

TABLE OF CONTENTS for Optimize U

EXHIBIT K

LIST OF FRANCHISES AND COMPANY-OWNED LOCATIONS

EXHIBIT J

LIST OF FRANCHISES AND COMPANY-OWNED LOCATIONS

Franchise Owned Locations:

The Leslians Chandler, LLC
610 North Alma School Road, Suite 48
Chandler, AZ 85224
(480) 674-0457

OU SoCal Medical, PC
310 3rd Avenue, Suite B6
Chula Vista, CA 91910
(619) 946-8881

Ryabinin & Albert Medical Corporation
5137 North Blackstone Avenue
Fresno, CA 93710
(559) 549-2151

Optimize U Ladera Ranch
25652 Crown Valley Pkwy, Ste. F3
Ladera Ranch, CA 92694
(949) 210-3420

Optimize U FWB-Destin, LLC
3997 Commons Drive West, Suite B
Destin, FL 32541
(850) 655-7377

Optimize U Ocala, LLC
7502 SW 60th Ave., Suite B
Ocala, FL 34476
(352) 355-3066

Optimize U Roswell LLC
640 W Crossville Road, Suite 300
Roswell, GA 30075
(678) 878-3045

Optimize U Meridian, LLC
3085 E Magic View Drive, Suite 176
Meridian, ID 83642
(208) 917-1286

Optimize U Champaign, PLLC
2407 Village Green Place
Champaign, IL 61822
(217) 678-4625

Optimize U Louisville LLC
1401 Veterans Parkway, Suite 700
Clarksville, IN 47129
(812) 913-5002

Optimize U Louisville LLC
2809 N Hurstbourne Pkwy
Louisville, KY 40233
(502) 409-7405

Optimize U Asheville, PLLC
5 Doctors Park Suite F
Asheville, NC 28801
(828) 998-1981

Optimize U Charlotte PLLC
3024-B Prosperity Church Road
Charlotte, NC 28269
(980) 207-4397

Optimize U Fayetteville, PLLC
2653 Hope Mills Road
Fayetteville, NC 28306
(910) 912-7007

AME Recovery Labs LLC
3190 NW 185th Ave
Portland, OR 97229
(971) 420-3060

Optimize U Chattanooga PLLC
8000 E. Brainerd Rd.
Chattanooga, TN 37421
(423) 206-9753

Optimize U Chattanooga PLLC
4643 N Lee Hwy.
Cleveland, TN 37312
(201) 383-8393

Optimize U Chattanooga PLLC
5241 Highway 153, Unit #121
Hixson, TN 37343
(423) 206-9753

OU East TN, LLC
150 Lovell Rd., Suite 107
Knoxville, TN 37934
(865) 766-2796

Company Owned Locations:

Affiliate Owned Locations:

Optimize U of Tampa Bay LLC
2626 Cypress Ridge Blvd., Suite 102
Wesley Chapel, FL 33544
(813) 428-8385

Optimize U of Tampa Bay LLC
400 12th Ave N
Saint Petersburg, FL 33701
(727) 620-3373

Optimize U of Tampa Bay LLC
5653 Park Street N
Saint Petersburg, FL 33709
(727) 620-3393

Optimize U Evansville LLC
4209 U.S. Hwy. 41, Suite 24
Evansville, IN 47714
(930) 204-2225

Optimize U Hopkinsville LLC
2701 Fort Campbell Blvd.
Hopkinsville, KY 42240
(270) 569-0072

Revive Management, L.L.C.
Corey Cope
Nathen Coyle
2573 Richmond Rd.
Lexington, KY 40509
(270) 640-0124

Optimize U London, LLC
100 Bacho Way, Suite 700
London, KY 40741
(606) 767-5111

OU Murray, LLC
1900 N. 12th St. Suite H
Murray, KY 42071
(270) 275-5589

OU Owensboro LLC
4010 Frederica St., Ste. 2
Owensboro, KY 42301
(364) 208-4447

Revive Management, L.L.C.
4625 Falconcrest Dr.
Paducah, KY 42001
(270) 640-0124

Optimize U JV LLC
Spring Hill Properties LLC
Berry and Laura Evans
2504 William St., Ste. 5
Cape Girardeau, MO 63703
(270) 640-0124

Optimize U Cincinnati, LLC
9681 Kenwood Road
Blue Ash, OH 45242
(513) 776-4482

OU South Central LLC
7909 Concorde Hills Drive, Suite 105
Brentwood, TN 37027
(615) 270-6681

Optimize U JV LLC
210 Needmore Rd, Ste. B
Clarksville, TN 37040
(270) 640-0124

OU South Central LLC
320 Liberty Pike #125
Franklin, TN 37064
(615) 270-6681

Optimize U Memphis, LLC
7511 Capital Drive
Germantown, TN 38138
(901) 303-0503

Optimize U Memphis, LLC
1356 Union University Drive, Suite G
Jackson, TN 38305
(731) 467-5248

OU South Central LLC
4326 Harding Pike #104
Nashville, TN 37205
(615) 490-6133

OU South Central LLC
801 Woodland St.
Nashville, TN 37206
(207) 787-1852

EXHIBIT L

LISTS OF AGENTS FOR SERVICE OF PROCESS

CALIFORNIA
Commissioner of Department of
Financial Protection and Innovation
320 West 4th Street
Suite 750
Los Angeles, CA 90013
1-866-275-2677

DELAWARE
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

ILLINOIS
Attorney General of the State of Illinois
500 South Second Street
Springfield, IL 62706
(217) 782-1090

MARYLAND
Securities Commissioner
Maryland Division of Securities
Office of the Attorney General of Securities Division
200 Saint Paul Place, 20th Floor
Baltimore, MD 21202-2021
(410) 576-6360

MICHIGAN
Franchise Administrator
Consumer Protection Division, Franchise Unit
Michigan Department of Attorney General
670 Law Building
Lansing, MI 48913
miag@michigan.gov
(517) 373-7117

MINNESOTA
Commissioner of Commerce
Department of Commerce
85 7th Place East, Suite 280
St. Paul, MN 55101

NEW YORK
New York Department of State
One Commerce Plaza
99 Washington Avenue, 6th Floor
Albany, New York 12231-0001
(518) 473-2492

OREGON
Dennis Steinman, Esq.
Kell, Alterman & Runstein, L.L.P.
520 S.W. Yamhill, Suite 600
Portland, OR 97204

VIRGINIA
Clerk of the State Corporation Commission
1300 East Main Street
9th Floor
Richmond, VA 23219
(804) 371-9733

WASHINGTON
Director of Dept. of Financial Institutions
Securities Division
150 Israel Rd. SW
Tumwater, WA 98501
(360) 902-8760

WISCONSIN
Wisconsin Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, WI 53705
(608) 261-9555

EXHIBIT M

STATE-SPECIFIC ADDENDA

ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF CALIFORNIA

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

1. **The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.**

2. Page v is amended by the addition of the following risk factor:

   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.

3. Item 3 is amended to reflect that:

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

4. Item 5 is amended by the addition of the following statement:

   The Department of Financial Protection & Innovation requires that the franchisor defer the collection of all initial fees from California franchisees until the franchisor has completed all its pre-opening obligations and franchisee is open for business. For any development agreement, the payment of the development and initial fee attributable to a specific unit is deferred until that unit is open.

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

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

6. Item 17 is amended by the addition of the following statement:

   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.*).

7. Item 17 is amended by the addition of the following statement:

The California Corporations Code, Section 31125, requires that we give you a disclosure document, approved by the Department of Corporations, before we solicit a proposed material modification of an existing franchise.

8. Item 17 is amended by the addition of the following statement:

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

9. Item 17 is amended by the addition of the following statement:

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

10. Item 17 is amended by the addition of the following statement:

The Franchise Agreement requires you to sign a general release of claims if you renew or transfer your franchise. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of that law or any rule or order is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). California Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

11. THE MAXIMUM INTEREST RATE ALLOWED IN CALIFORNIA IS 10%.

12. 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 AT LEAST 14 DAYS PRIOR TO EXECUTION OF AGREEMENT.

13. OUR WEB SITE, www.optimizeucenters.com, HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEB SITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

14. Franchisees must sign a personal guaranty, making you and your spouse individually liable for your financial obligations under the agreement if you are married. The guaranty will place your and your spouse's marital and personal assets at risk, perhaps including your house, if your franchise fails.

15. Any provision of a franchise agreement, franchise disclosure document, acknowledgement, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:

(a) Representations made by the franchisor or its personnel or agents to a prospective franchisee.

(b) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.

(c) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto.

(d) Violations of any provision of this division.

16. The California Department of Financial Protection and Innovation has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

17. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a Franchise Agreement restricting venue to a forum outside the State of California.

ADDENDUM TO

FRANCHISE AGREEMENT

FOR THE STATE OF CALIFORNIA

The Franchise Agreement between **Optimize U Holding LLC** ("Franchisor") and _________________ ("Franchisee") dated _____________ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

CALIFORNIA LAW MODIFICATIONS

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

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

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

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

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

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

3. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor, This provision supersedes any other term of any document executed in connection with the franchise.

4. The California Department of Financial Protection and Innovation has determined that Franchisor has not demonstrated it is adequately capitalized and/or that it must rely on franchise fees to fund its operations. The Commissioner has imposed a fee deferral condition, which requires that Franchisor defers the collection of all initial fees from California franchisees until Franchisor has completed its pre-opening obligations and Franchisee is open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in Franchisee's development schedule is deferred until that unit is open.

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

FRANCHISOR: Optimize U Holding LLC, A Kentucky limited liability company	FRANCHISEE: ____________________________________
By:______________________________	By:______________________________
Name:____________________________	Name:____________________________
Title: ____________________________	Title:____________________________
Date: ____________________________	Date: ____________________________

ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF ILLINOIS

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

<u>Item 17</u>

The conditions under which your franchise will be terminated or not renewed may be affected by Illinois law, 815 ILCS §§ 705/19 and 705/20. Provisions regarding jurisdiction and venue and choice of law may be affected by Illinois law, 815 ILCS §§ 705/4 and 705/41.

<u>Item 5</u>

Pursuant to Section 200.508 of the Illinois Franchise Disclosure Act of 1987 and as imposed by the Illinois Attorney General's Office based on our financial condition, we shall defer the payment of all initial franchise fees owed to us, or our affiliate, by you until such time as all initial obligations owed to you under the Franchise Agreement or other agreements have been fulfilled by us and you have commenced doing business pursuant to the Franchise Agreement.

ADDENDUM TO

FRANCHISE AGREEMENT

FOR THE STATE OF ILLINOIS

The Franchise Agreement between **Optimize U Holding LLC** ("Franchisor") and ______________________________("Franchisee") dated __________________________ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

ILLINOIS LAW MODIFICATIONS

1. The Illinois Attorney General's Office requires that certain provisions contained in franchise documents be amended to be consistent with Illinois law, including the Franchise Disclosure Act of 1987, 515 ILCS 705/1 *et. Seq.* To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. Illinois Franchise Disclosure Act paragraphs 705/19 and 705/20 provide rights to Franchisee concerning nonrenewal and termination of this Agreement. If this Agreement contains a provision that is inconsistent with the Act, the Act will control.

b. Any release or claims or acknowledgments of fact contained in the Agreement 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 shall be void and are hereby deleted with respect to claims under the Act.

c. If this Agreement requires litigation to be conducted in a forum other than the State of Illinois, the requirement is void with respect to claims under any State of Illinois law.

d. If this Agreement requires that it be governed by a state's law, other than the State of Illinois, to the extent that such law conflicts with any State of Illinois law, Illinois law governing claims will control.

2. Article 19(F) and 21(A) should be amended by the addition of the following as the last sentence of each section:

"However, this Section shall not act as a condition, stipulation or provision intended to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act of 1987 at Section 705/41."

3. Notwithstanding anything in the Agreement to the contrary, all initial fees will be deferred by the Franchisor until such time as the Franchisor, or an affiliate, has completed all initial obligations owed the Franchisee and they have commenced doing business. This deferral is required by the Illinois Attorney General's office based on our financial statements/condition.

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

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

Addendum to the Agreement on the date first set forth above.

FRANCHISOR: Optimize U Holding LLC, A Kentucky limited liability company	FRANCHISEE: _______________________________________
By:________________________________	By:________________________________
Name:______________________________	Name:______________________________
Title: ______________________________	Title:______________________________
Date: ______________________________	Date: ______________________________

ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF MARYLAND

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

The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

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

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

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

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

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

ADDENDUM TO

FRANCHISE AGREEMENT

FOR THE STATE OF MARYLAND

The Franchise Agreement between **Optimize U Holding LLC,** ("Franchisor") and ("Franchisee") _______________________ dated ____________________ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

MARYLAND LAW MODIFICATION

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

a. The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Law.

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

c. Franchisee may bring a lawsuit in Maryland for claims arising under the Law.

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

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

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

<Signatures on Following Page>

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

FRANCHISOR:	FRANCHISEE:
Optimize U Holding LLC a Kentucky limited liability company	________________________________
By: ________________________________	By: ________________________________
Name: ______________________________	Name: ______________________________
Title: ______________________________	Title: ______________________________
Date: ______________________________	Date: ______________________________

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF MINNESOTA

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

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

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

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

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

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

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

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

ADDENDUM TO

FRANCHISE AGREEMENT

FOR THE STATE OF MINNESOTA

The Franchise Agreement between **Optimize U Holding LLC** ("Franchisor") and _________________________ ("Franchisee") dated ____________________, (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

MINNESOTA LAW MODIFICATION

1. The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be mended to be consistent with Minnesota Franchise Act. Minn. Stat. Section 80C.01 *et. Seq*., and the Rules and Regulations promulgated under the Act (collectively the "Franchise Act"). To the extent that the Agreement and/or Franchise Disclosure Document contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. The Minnesota Department of Commerce requires that franchisors indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the franchisor's proprietary marks infringes trademark rights of the third party.

b. Minn. Stat. Sec. 80C.14. Subds. 3, 4, and 5 requires, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement. If the Agreement contains a provision that is inconsistent with the Franchise Act, the provisions of the Agreement shall be superseded by the Act's requirements and shall have no force or effect.

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

d. If the Agreement requires that it be governed by the law of a State other than the State of Minnesota or arbitration or mediation, those provisions shall not in any way abrogate or reduce any rights of the Franchisee as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

e. Any provision that requires the Franchisee to consent to a claims period that differs from the applicable statute of limitations period under Minn. Stat. 80C.1, Subd. 5, may not be enforceable under Minnesota law.

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

3. The Agreement and/or Franchise Disclosure Document is hereby amended to delete all referenced to Liquidated Damages (as defined) in violation of Minnesota law; provided, that no

such deletion shall excuse Franchisee from liability for actual or other damages and the formula for Liquidated Damages in the Agreement and/or Franchise Disclosure Document shall be admissible as evidence of actual damages.

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

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

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

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

FRANCHISOR: Optimize U Holding LLC A Kentucky limited liability company	FRANCHISEE: ______________________________
By: ______________________________ Name: ______________________________ Title: ______________________________ Date: ______________________________	By: ______________________________ Name: ______________________________ Title: ______________________________ Date: ______________________________

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, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

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

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

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

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

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

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

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

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

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

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

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum"**, and Item 17(w), titled "**Choice of law"**:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

ADDENDUM TO
FRANCHISE AGREEMENT
FOR THE STATE OF NEW YORK

The Franchise Agreement between **Optimize U Holding LLC** ("Franchisor") and ______________________________ ("Franchisee") dated ________________ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

NEW YORK LAW MODIFICATION

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

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

b. Governing Law. Article 21(A) of the Franchise Agreement is amended by adding the following sentence at the end of such Article: "The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York."

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

d. Renewal, Extension, Approval of Transfer. Article 2 and Article 17 are amended by adding the following: "However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the general Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this provision that the non-waiver provisions of the General Business Law sections 687.4 and 687.5 be satisfied."

e. Assignment. Article 17 is amended by adding the following sentence at the end of the Article: "However, no assignment will be made except to an assignee who in good faith and judgment of the Franchisor, is willing and financially able to assume the Franchisor's obligations under the Franchise Agreement."

2. Each provision of this State Addendum shall be effective only to the extent that the

jurisdictional requirements of New York General Business Law, with respect to each such provision are met independent of this State Addendum. This State Addendum shall have no force or effect if such jurisdictional requirements are not met.

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

FRANCHISOR: Optimize U Holding LLC a Kentucky limited liability company	FRANCHISEE: _______________________________
By: ______________________________ Name: ____________________________ Title: _____________________________ Date: _____________________________	By: ______________________________ Name: ____________________________ Title: _____________________________ Date: _____________________________

ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF VIRGINIA

1. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, Item 17.h. of the Franchise Disclosure Document for **Optimize U Holding LLC** is supplemented by the following:

"Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable**."**

"Any securities offered or sold by the Investor Franchisee as part of the Optimize U Holding LLC Franchise must either be registered or exempt from registration under Section 13.1-514 of the Virginia Securities Act."

ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF WASHINGTON

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

> The state of Washington has a statute, RCW 19.100.180, which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

The State of Washington has imposed a financial condition that the initial franchise fees will be deferred until the franchisor has fulfilled its initial pre-opening obligations and the franchise is open for business.

ADDENDUM TO
FRANCHISE AGREEMENT
FOR THE STATE OF WASHINGTON

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder 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.

Transfer fees are collectable to the extent that they reflect the franchisor’s reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee’s earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor’s earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

The initial franchise fee is deferred until the franchisor has fulfilled its initial pre-opening obligations and the franchise is open for business.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _______________ day of _____________________________________ 20______.

FRANCHISOR:	FRANCHISEE:
Optimize U Holding LLC a Kentucky limited liability company	_______________________________
By: __________________________________	By: __________________________________
Name: ________________________________	Name: ________________________________
Title: ________________________________	Title: ________________________________
Date: ________________________________	Date: ________________________________

ADDENDUM TO

FRANCHISE AGREEMENT

FOR THE STATE OF WISCONSIN

The Franchise Agreement between **Optimize U Holding LLC** ("Franchisor") and ____________________ ("Franchisee") dated ____________, (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

WISCONSIN LAW MODIFICATIONS

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

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

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

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

<Signatures on Following Page>

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

FRANCHISOR:	FRANCHISEE:
Optimize U Holding LLC a Kentucky limited liability company	___________________________
By: ____________________________________	By: ______________________________
Name: _________________________________	Name: ___________________________
Title: __________________________________	Title: ____________________________
Date: __________________________________	Date: ____________________________

EXHIBIT N

STATE REGISTRATION LIST

State Effective Dates

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

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Pending
Hawaii	Not Registered
Illinois	Pending
Indiana	September 15, 2025
Maryland	Not Registered
Michigan	Not Registered
Minnesota	Not Registered
New York	Not Registered
North Dakota	Not Registered
Rhode Island	Not Registered
South Dakota	Not Registered
Virginia	Not Registered
Washington	Not Registered
Wisconsin	Not Registered

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.

ITEM 23
RECEIPTS

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Optimize U Holding LLC offers you a franchise, it must provide this disclosure document to you 14-calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law.

If Optimize U Holding LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington D.C. 20580 and any relevant state agency.

The following are the parties of each franchise seller offering the franchise:

Optimize U Holding LLC
Attn: Joshua Hudson
4625 Falconcrest Dr.
Paducah, KY 42001
(270) 640-0124

This disclosure document was issued on: May 31, 2026

I received a disclosure document dated May 31, 2026, which included the following Exhibits:

Financial Statements	Exhibit A
Franchise Agreement	Exhibit B
Development Agreement	Exhibit C
Electronic Funds Transfer Authorization	Exhibit D
Power of Attorney (Telephone)	Exhibit E
Power of Attorney (Tax)	Exhibit F
Assumed Business Name Relinquishment	Exhibit G
Satellite Clinic Agreement	Exhibit H
List of State Administrators	Exhibit I
Operations Manual Table of Contents	Exhibit J
List of Franchises and Company-Owned Locations	Exhibit K
List of Agents for Service of Process	Exhibit L
State-Specific Addenda	Exhibit M
State Effective Dates	Exhibit N

Name: ______________________________ Date: ______________

Signature: ______________________________

ITEM 23
RECEIPTS

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Optimize U Holding LLC offers you a franchise, it must provide this disclosure document to you 14-calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law.

If Optimize U Holding LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington D.C. 20580 and any relevant state agency.

The following are the parties of each franchise seller offering the franchise:

Optimize U Holding LLC
Attn: Joshua Hudson
4625 Falconcrest Dr.
Paducah, KY 42001
(270) 640-0124

This disclosure document was issued on: May 31, 2026

I received a disclosure document dated May 31, 2026, which included the following Exhibits:

Financial Statements	Exhibit A
Franchise Agreement	Exhibit B
Development Agreement	Exhibit C
Electronic Funds Transfer Authorization	Exhibit D
Power of Attorney (Telephone)	Exhibit E
Power of Attorney (Tax)	Exhibit F
Assumed Business Name Relinquishment	Exhibit G
Satellite Clinic Agreement	Exhibit H
List of State Administrators	Exhibit I
Operations Manual Table of Contents	Exhibit J
List of Franchises and Company-Owned Locations	Exhibit K
List of Agents for Service of Process	Exhibit L
State-Specific Addenda	Exhibit M
State Effective Dates	Exhibit N

Name: ______________________________ Date: ______________

Signature: ______________________________