FRANCHISE DISCLOSURE DOCUMENT

TRUE REST FRANCHISING, LLC
an Arizona limited liability company
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www.truerestfranchising.com

True REST Franchising, LLC offers for sale a franchise to establish and operate a business offering floatation therapy that allows the mind and body to rest while floating on a special solution of salinated water at Float Spas identified by the "True REST" trade name and marks.

The total investment necessary to begin operations of a True REST® Float Spa franchise ranges from $~~416,297~~414,547 to $~~924,112~~1,075,162. This amount includes $159,750 to $279,550 that must be paid to the franchisor or its affiliate. The total investment necessary to begin operation of a True REST® Float Spa franchise pursuant to a multi-unit development agreement, which requires development of a minimum of two (2) Float Spas, ranges from $~~440,267~~438,517 to $~~984,037~~1,135,087. This includes $183,720 to $339,475 that must be paid to the franchisor or its affiliate.

This disclosure document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read the 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 payments to the Franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact James Rowe or Amanda Rowe at True REST Franchising, LLC, 1001 B Avenue, Suite 102, Coronado, California 92118, and at (619) 365-4268**.**

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

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

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

Issuance Date: ~~September 5, 2022~~January 11, 2024

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits G and H ~~and I~~.
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 C 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 TRUE REST business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a TRUE REST franchisee?	Item 20 or Exhibits G and H ~~and I~~ list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends 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 B.

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement and multi-unit development agreement require you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in California. 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 California than in your own state.

2. **Spousal Liability**. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

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

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

TABLE OF CONTENTS

ITEM		PAGE
1.	THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES	1
2.	BUSINESS EXPERIENCE	4
3.	LITIGATION	4
4.	BANKRUPTCY	4
5.	INITIAL FEES	4
6.	OTHER FEES	5
7.	ESTIMATED INITIAL INVESTMENT	~~11~~10
8.	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	~~15~~14
9.	FRANCHISEE'S OBLIGATIONS	~~18~~17
10.	FINANCING	19
11.	FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING	~~20~~19
12.	TERRITORY	~~27~~26
13.	TRADEMARKS	~~30~~29
14.	PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	31
15.	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	~~33~~32
16.	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	33
17.	RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION	~~34~~33
18.	PUBLIC FIGURES	42
19.	FINANCIAL PERFORMANCE REPRESENTATIONS	~~43~~42
20.	OUTLETS AND FRANCHISEE INFORMATION	~~51~~49
21.	FINANCIAL STATEMENTS	~~56~~54
22.	CONTRACTS	~~56~~54
23.	RECEIPTS	~~56~~54

Exhibits

A.	FRANCHISE AGREEMENT AND EXHIBITS
B.	LIST OF STATE AGENTS FOR SERVICE OF PROCESS AND STATE ADMINISTRATORS
C.	FINANCIAL STATEMENTS
~~D. STATEMENT OF PROSPECTIVE FRANCHISEE~~	
D.	~~E.~~ TABLE OF CONTENTS OF MANUAL
E.	~~F.~~ FORM OF GENERAL RELEASE

F. ~~G.~~ STATE SPECIFIC ADDENDA

G. ~~H.~~ LIST OF FRANCHISEES AND THEIR OUTLETS

H. ~~I.~~ LIST OF FRANCHISEES WHO CEASED TO DO BUSINESS UNDER THE FRANCHISE AGREEMENT

I. ~~J.~~ MULTI-UNIT DEVELOPMENT AGREEMENT

J. ~~K.~~ STATE EFFECTIVE DATES

K. ~~L.~~ RECEIPTS

ITEM 1 THE FRANCHISOR, ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language, this disclosure document uses "we," "us," "our," "Franchisor" or "True REST" to mean True REST Franchising, LLC, the franchisor. "You" means the person, corporation, partnership or other entity that buys the franchise.

Franchisor, Parent, and Affiliates

True REST Franchising, LLC is an Arizona limited liability company that was formed on June 12, 2014. We do business under the trade name "True REST." Our principal business address is 1001 B Avenue, Suite 102, Coronado, California 92118, and our telephone number is (619) 365-4268. We do not conduct business under any other name. We began offering True REST® Float Spa franchises on July 4, 2014. We currently have an ownership interest in two (2) True REST Float Spas, which are owned and operated by our affiliates TR6969 Shea, LLC, and TRLA1, LLC, as described below.

We have no parent. We have five affiliates, True REST, LLC, Simcal Properties, Inc., TR6969 Shea, LLC, TRLA1, LLC, and TR Austin, a general partnership.

True REST, LLC is an Arizona limited liability company that was formed on February 24, 2009. Its principal business address is 1860 E Warner Rd, Suite 101, Tempe, Arizona 85284. True REST, LLC owns and operates one (1) True REST Float Spa. It has never offered franchises in any line of business.

Simcal Properties, Inc. is a California corporation formed on November 27, 1970. Its principal business address is 1001 B Avenue, Suite 102, Coronado, California 92118. Simcal Properties, Inc. is wholly owned by our Chief Executive Officer, and holds a membership interest in us. It has never offered franchises in any line of business.

TR6969 Shea LLC is an Arizona limited liability company that was formed on August 18, 2015. Its principal business address is 1001 B Avenue, Suite 102, Coronado, California 92118. TR6969 Shea LLC is wholly owned by us. It owns and operates one (1) True REST Float Spa, which opened in October 2015. It has never offered franchises in any line of business.

TRLA1 LLC is a California limited liability company that was formed on October 22, 2015. Its principal business address is 1001 B Avenue, Suite 102, Coronado, California 92118. TRLA1 LLC is wholly owned by us. It currently owns and operates one (1) True REST Float Spa. Its first True REST Float Spa was opened in February 2017. It has never offered franchises in any line of business.

TR Austin is a California general partnership formed on June 18, 2018. Its principal business address is 1001 B Avenue, Suite 102, Coronado, California 92118. The partners of TR Austin hold an interest in us. TR Austin began operating its first True REST Float Spa in June 2018, which it sold to a franchisee in March 2022. TR Austin currently owns and operates one True REST Float Spa under a Franchise Agreement with a former franchisee, who holds a minority interest in the franchise. TR Austin has never offered franchises in any line of business.

Agent for Service of Process

Our agents for service of process are disclosed in **Exhibit B.**

Predecessors and Prior Experience

We have no predecessors. We have never offered franchises in any other line of business. We do not and have never operated a True REST Float Spa.

The Business We Offer

We offer for sale a franchise to operate a distinctive business that provides floatation therapy at a spa containing 4 to 8 float pods (the "Float Spa"). Float Spas are usually located in a shopping center or free-standing building. We may, however, consider alternative sites, on a case-by-case basis. The Float Spas typically range in size from 2,000 to 3,500 square feet~~,~~ and must be at least 2,000 square feet to accommodate the required minimum of 4 float pod suites.

Floatation therapy involves the use of specially designed floatation equipment (e.g., a float pod) that contains a particular solution of salinated water, which creates a zero-gravity environment and allows customers to completely rest their minds and bodies while floating on water.

The Franchise Agreement authorizes you to use the "True REST" trade name, trademarks and service marks (collectively, the "Marks") in connection with your operation of the Float Spa. The Float Spas are established and operated under a comprehensive design that includes, but is not limited to, float pod suites containing float pods, floatation equipment and chemicals, and related products; specifications and procedures for operations; quality customer service; management and financial control; training and assistance; and advertising and promotional programs (collectively, the "True REST System"). The True REST System's standards, specifications and procedures (collectively, the "System Standards") are described in our confidential operations manual (the "Manual"). The True REST System and the Manual may be changed, improved and further developed by us.

We offer the right to establish and operate a single True REST Float Spa pursuant to the terms of the Franchise Agreement. The Franchise Agreement is signed by us, by you, and by those of your principals whom we designate as the principal franchisee-operator(s) (the "Designated Operator(s)") of the franchised business. The Designated Operator(s) (there may be up to two such individuals but only one address to which we communicate to regarding the franchise) named has the authority to act for you in all matters relating to the True REST Franchise, including voting responsibilities.

In addition to offering franchises for individual Float Spas, we offer the right to develop and operate a minimum of two (2) Float Spas under the form of a multi-unit development agreement attached as Exhibit ~~J~~I (the "Multi-Unit Development Agreement"). The development schedule included in the Multi-Unit Development Agreement (the "Development Schedule") will specify the dates by which you must open each Float Spa. For each Float Spa you develop under a Multi-Unit Development Agreement, you will sign a then-current Franchise Agreement, which may differ from the current Franchise Agreement included in this disclosure document. The number of Float Spas, development area and schedule must be agreed upon by us prior to execution of the Multi-Unit Development Agreement. Before the execution of each Franchise Agreement, we will deliver to you a disclosure document describing the terms of our then-current Franchise Agreement and provide you with other relevant information.

In our fiscal year 2015, we offered franchises for kiosks with 2 to 3 float pods, which were located in offices that provide complementary services, such as~~,~~ massage, osteopathic, and physical therapies ("Float Kiosks"). There is currently one (1) True REST franchisee that owns and operates a Float Kiosk. We no longer offer franchises for Float Kiosks.

Market and Competition

The target market for Float Spa customers includes members of the general public who are at least 18 years of age (although children over 12 years of age may use the Float Spa and related services when directly supervised by a parent or legal guardian.) However, we anticipate that athletes, wellness-focused consumers, consumers suffering from certain types of ailments, and consumers living in high stress environments will be particularly drawn to the Float Spa for health benefits and stress reduction.

Although floatation therapy has been offered since the 1960s, there is not a well-established market for floatation therapy in the United States. However, we believe the market for floatation therapy and other alterative wellness products and services is growing in the United States. Your primary competition will be other health and wellness spas, including massage spas, some of which may offer floatation therapy services similar to that of the Float Spa.

Franchisee Referral Program

We offer a national franchisee referral program (the "Franchisee Referral Program") that provides existing True REST Franchisees the opportunity to earn an incentive equal to 10% of the then-current Initial Franchise Fee for each new qualified candidate they refer/introduce to us, who meets our criteria for approval as a True REST Franchisee, and who executes a Franchise Agreement for a Float Spa within twelve (12) months of the date we receive the referral. All existing True REST Franchisees, who are in good standing, are eligible to participate. This program is not intended to supplement or amend the Franchise Agreement or any other agreement and does not create any additional rights in a True REST Franchisee or any third party. We may change or eliminate this program at any time without notification. Franchisees are not our sales agents and are not authorized by us to qualify True REST franchise candidates or to make statements on our behalf relating to the financial performance or prospects for success in operating True REST Float Spas. Under the Franchisee Referral Program, existing franchisees are merely referring/introducing prospects to us. We are solely responsible for the new franchisee qualification process and, if applicable, the sales process.

Applicable Regulations

There may be specific licenses, permits, authorizations or otherwise that may be required for operating the Float Spa in your area, which can vary significantly by venue and change over time. At a minimum, the Float Spa will be subject to various federal, state and local laws, and regulations affecting the business, including laws specifically relating to public pool water quality for both swimming and drinking, and your managers and employees may be required to be certified as swimming pool technicians under county or state law, local zoning and building code requirements, access for the disabled, and safety and fire standards. You may need the local fire marshals or other local, state or federal agency's permission before you begin operations. In addition, there may be local licensing and employment regulations, including worker's compensation insurance requirements. You should examine these and other laws before purchasing a franchise.

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ITEM 2 BUSINESS EXPERIENCE

Chief Executive Officer: James W. Rowe

Mr. Rowe has been our Chief Executive Officer since our inception. He is the President of SIMCAL Properties, Inc., a real estate agency, and has held that position since October 1992. All positions listed here for Mr. Rowe are located in Coronado, California.

President: Amanda Rowe

Ms. Rowe has been our President since January 2022, ~~at our offices in Coronado, California. She~~and is located in Franklin, Tennessee. Prior to that, she was our Director of Franchise Sales and Construction from October 2017 to December 2021, in Coronado, California. She was our Director of Franchise Sales and our Franchise Opportunity Officer from November 2015 to October 2017, in Coronado, California. Ms. Rowe is the daughter of our CEO, James Rowe.

Chief Operating Officer: Roger Boomer

Mr. Boomer has been our Chief Operating Officer since October 1, 2019. From July 2014 to September 2019, he was the General Manager at Landry's, Inc., a dining and entertainment company. All positions listed here for Mr. Boomer are located in Coronado, California.

ITEM 3 LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4 BANKRUPTCY

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

ITEM 5 INITIAL FEES

Franchise Agreement

Initial Franchise Fee. You must pay to us a lump sum "Initial Franchise Fee" of $39,950 to establish a single Float Spa under a Franchise Agreement. The Initial Franchise Fee is due upon the signing of the Franchise Agreement in the form of a cashier's check, wire transfer or electronic check ("eCheck"). The Initial Franchise Fee shall be fully earned by Franchisor upon payment and is not refundable, in whole or in part, under any circumstance; for the reason that, upon the signing of the Franchise Agreement, Franchisee gains access to the True REST online/web-based business management program and certain proprietary information, the value of such access, is equivalent to or exceeds the Initial Franchise Fee.

Float Pod Manufacturing Fee. You must pay us a "Float Pod Manufacturing Fee" in the amount of $29,950 for each float pod you order for the Float Spa. You are required to purchase a minimum of 4 float pods for the Float Spa. The total cost of 4 standard float pods is $89,850 (4 x $29,950 = $119,800) and 8 standard float pods is $239,600 (8 x $29,950 = $239,600). A deposit equal to 50% of the total Float Pod Manufacturing Fee will be due and payable, by eCheck, at the time you place the order for the float pods, and the remaining 50% of the Float Pod Manufacturing Fee will be due and payable when the float pods are ready to ship. You will pay the shipping costs associated with the float pods directly to the independent third-party shipper. Shipping costs are estimated to be approximately $1,875 per float pod. The Float Pod Manufacturing Fee is not refundable, in whole or in part, under any circumstance.

Multi-Unit Development Agreement

Development Fee. If you wish to develop two (2) or more Float Spas, you will sign a Multi-Unit Development Agreement with us. Upon execution of the Multi-Unit Development Agreement, you will pay us a lump sum development fee ("Development Fee") in an amount determined by the following applicable formula:

Development Fee for 2 Float Spas = (Initial Franchise Fee x 2) - 20% Discount. = $63,920
Development Fee for 3 Float Spas = (Initial Franchise Fee x 3) - 30% Discount. = $83,895
Development Fee for 4 Float Spas = (Initial Franchise Fee x 4) - 40% Discount. = $95,880
Development Fee for 5 Float Spas or more = (Initial Franchise Fee x number of Spas) - 50% Discount = $99,875 for 5 Float Spas, plus $19,975 for each Float Spa beyond 5.

The Development Fee is not refundable, in whole or in part, under any circumstances.

The Initial Franchise Fee for each Float Spa developed under a Multi-Unit Development Agreement will be reduced by 20% of the then-current Initial Franchise Fee if you agree to develop and open 2 Float Spas; 30% if you open 3 Float Spas; 40% if you open 4 Float Spas; and 50% if you open 5 Float Spas or more. The Development Fee will be credited to the Initial Franchise Fee when you sign the Franchise Agreement for each Float Spa, such that no further amount is due and owing by you to us in connection with any or all of the Float Spas developed under the Multi-Unit Development Agreement.

ITEM 6 OTHER FEES

Franchise Agreement

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	6% of Gross Sales[1]	Payable weekly on Monday by electronic transfer.	If any state imposes sales or other taxes on the royalty fees, then we have the right to collect this tax from you.
Marketing Fund Contribution[2]	Currently, 2% of Gross Sales[1]	Payable weekly on Monday by electronic transfer.	Your Marketing Fund Contributions will begin from the date the Float Spa first opens for business. The contributions may range from 0 – 3% of Gross Sales.
Local Marketing/ Advertising Expenses	3% of Gross Sales	Monthly	You must spend at least this amount on local advertising and promotion of the Float Spa each month. We do not require, but we recommend that you hire and use a marketing agency to assist you in your local digital marketing and advertising. You may use a marketing agency that we have designated as an

Type of Fee	Amount	Due Date	Remarks
			~~Approved Supplier, or you may request and obtain our approval of an alternative marketing agency. You must receive our prior written approval before hiring a marketing agency that we have not designated as an Approved Supplier~~.
Advertising Cooperative Fees [3]	Not yet established.	(See Note 3)	(See Note 3)
Ongoing/Refresher Training [4]	$500 to $1,500 per day.	Prior to training.	Additionally, you must pay for your employee's compensation (if applicable), and any travel and living expenses you (and your employees) incur to attend the training.
Late Fees	The lesser of 1.5% per month or the highest rate of interest allowed by law (10% annually in California)	Upon demand.	Applies to all amounts not paid when due, until paid in full. We may also require you to pay an administrative fee of $50 for each late payment or late report.
Renewal Fee	$5,000	At time of renewal.	You must renovate and reimage the Float Spa at your expense at the time of Renewal to conform to our then-current standards and image.
Transfer Fee	$5,000	Before the transfer.	Payable when you sell the Float Spa. No charge if the Float Spa is transferred to a corporation or other entity that you control.
Insurance Reimbursement[5]	Amount of unpaid premium. Our estimate for 3 mos. of the minimum required insurance is $450- $2,500.	Must have the policies within 60 calendar days after signing the Franchise Agreement, but no later than the time that you acquire an interest in the real property from which you will operate the Float Spa.	Payable only if you fail to maintain required insurance coverage and we elect to obtain coverage for you.
Audit Fees[6]	$500 - $2,500	Within 15 calendar days after receipt of audit report.	Payable only if audit shows an understatement.

Type of Fee	Amount	Due Date	Remarks
Cost of Enforcement or Defense	All costs including attorneys' fees	Upon settlement or conclusion of claim or action.	You will reimburse us for all costs in enforcing our obligations concerning the Franchise Agreement if we prevail.
Indemnification	All costs including attorneys' fees	Upon settlement or conclusion of claim or action.	You will defend suits at your own cost and hold us harmless against suits involving damages resulting from your operation of the Float Spa.
Upgrades and Maintenance[7]	$500 - $25,000	At time of modification.	You will make these expenditures as we require to comply with modifications to the True REST System, but no more than once every 5 years. Payable to suppliers.
Alternative Supplier Approval[8]	$1,500 per day for personnel engaged in evaluating a supplier.	At time of request.	Additionally, you must reimbursement us for any travel, accommodations, and meal expenses.
Support Fee[9]	$3,500 per week	At time of support.	Payable only if you fail to have a trained and certified Designated Operator or general manager ("Spa Manager").
Gift Card Program[10]	Face value of the gift card.	Weekly	You must participate in our Gift Card Program. Gift Cards are available for sale and redemption at any Float Spa in the System.
Boulevard POS Software Fee[11]	$420 - $550 per month	Monthly	We impose this fee, but you will pay this fee to the third-party approved supplier.
~~Liquidated Damages for Early Termination~~	~~The sum of Royalty Fees paid for the 24 months prior to the termination.~~	~~On demand.~~	~~At our election, we may require you to pay us liquidated damages if you terminate your Franchise Agreement before the end of its term.~~
Non-compliance ~~Marketing Agency Management Fee[12] (Optional fee)~~Fees	~~$500 - $2,500 per month (Plus, a one-time setup fee ranging from $250 - $1,450)~~Up to $500 per occurrence, or $500 per week until	~~Monthly~~As incurred	~~If~~We may charge you ~~choose to use the marketing agency designated by us as an Approved Supplier, you will pay this fee directly to such third-party approved supplier~~a fee, at our sole discretion, if you fail to comply with the terms of the

Type of Fee	Amount	Due Date	Remarks
	compliance is achieved.		Franchise Agreement or Manual.

All fees are uniformly imposed by and are payable to us, unless otherwise noted. No other fees or payments are to be paid to us, nor do we impose or collect any other fees or payments for any third party. Any fees paid to us are non-refundable unless otherwise noted. Fees payable to third parties may be refundable based on your individual arrangements.

Notes to Chart for Franchise Agreement:

[1] Gross Sales. The term "Gross Sales" means the total revenues you derive, directly or indirectly from all business conducted upon, from or in connection with the Float Spa, less sales taxes or similar taxes imposed by governmental authorities. (See Section 5.4 of the Franchise Agreement for a more complete definition.) You must participate in our then-current electronic funds transfer and reporting program(s). (See Exhibit 2 and Exhibit 3 of the Franchise Agreement.) All fees owed and any other amounts designated by us must be received or credited to our account by pre-authorized bank debit by 5:00 p.m. on or before the applicable due date. Your franchised business may be located in a jurisdiction whose taxing authority will subject us to tax assessments on payments you submit to us for the Royalty Fee and Marketing Fund Contributions. Under such circumstances, you will be required to adjust, or "gross up" your payment to us to account for these taxes.

[2] Marketing Fund Contribution. We have established a national advertising and marketing fund (the "Marketing Fund") and you will be required to make a contribution every week to such fund ("Marketing Fund Contribution") beginning from the date the Float Spa first opens for business. The Marketing Fund may be used for (among other things) product development; signage; creation, production and distribution of marketing, advertising, public relations and other materials in any medium, including the internet; social media; administration expenses; brand/image campaigns; media; national, regional and other marketing programs; activities to promote current and/or future Float Spas and the True REST brand; agency and consulting services; research; and any expenses approved by us and associated with your Float Spa. We will have sole discretion over all matters relating to the Marketing Fund. You must pay for your own local advertising.

[3] Advertising Cooperative Fee. If we establish a local or regional advertising cooperative to promote Float Spa in your market area, you will contribute to the cooperative in such amounts as are determined by the majority of its members, but, in no event, will you be required to pay more than four percent (4%) of Gross Sales for combined local marketing and cooperative advertising. We are not required to participate in any cooperative advertising programs. As of the date of this disclosure document, no local or regional advertising cooperative has been established. (See Item 11).

[4] Ongoing/Refresher Training. From time to time, we may offer system-wide ongoing or refresher training to the True REST Franchisees for a reasonable fee, such training may include courses, meetings, seminars and conventions. You agree to personally attend or have your designated Spa Manager (if approved by us) attend any and all required ongoing or refresher training.

[5] Insurance Reimbursement. The minimum limits for coverage under many policies will vary depending on several factors, including the size of your Float Spa. See Item 8 of this disclosure document for our minimum insurance requirements.

[6] Audit Fees. In the event that an audit discloses an understatement of Gross Sales or other discrepancy, in addition to the cost of the audit, you will be required to pay the marketing contribution due on the amount of such understatement, plus late fees and interest.

[7] Upgrades and Maintenance. You must promptly repair or replace defective, worn-out or obsolete equipment, signage, fixtures or any other item of the interior or exterior of the Float Spa that is in need of repair, refurbishing or redecorating in accordance with our established standards, which may be updated from time to time, or as may be required by your lease. We may change or modify the True REST System that is presently identified by the Marks, including, the adoption and use of new or modified Marks or copyrighted materials. You may be responsible for any reasonable conversion costs.

[8] Alternative Supplier Approval. You may request the approval of an item, product, service or supplier. We may require you to pre-pay any reasonable charges connected with our review and evaluation of any proposal.

[9] Support Fee. We may charge you this fee weekly until you have a replacement or successor Designated Operator, or Spa Manager, attend and successfully complete the required training. (See Item 11 for details.)

[10] Gift Card Program. We have established a Gift Card Program. You must report weekly to us the total amounts for all gift card "sales" and "redemptions" transactions with your customers. You will keep the total proceeds from gift card "sales" in your account until the gift card is redeemed. We will reconcile your account with us ~~by: (1) crediting you for the full value of all gift card transactions redeemed by you weekly from other Float Spa that issued the gift cards; and/or (2) debiting you for the full value of each gift card sold at your Float Spa but redeemed at a different location~~in accordance with the then-current Gift Card Program policies and practices regarding the allocation of funds generated from the sale of gift cards, as set forth in the Manual or elsewhere by us. Upon termination of your Franchise Agreement and non-renewal, you must comply with all federal, state and local laws pertaining to any outstanding gift cards sold at the Float Spa that were not redeemed before the termination of the Franchise Agreement. This may include returning the funds collected for each outstanding gift card to the applicable customer or state.

[11] Boulevard POS Software Fee. Boulevard is an independent, third-party company that provides an online scheduling and Point-of-Sale ("POS") System, which you are required to use in the operation of your Float Spa. This fee varies depending on whether you choose to pay the fee monthly or yearly, and whether you select the optional contact center feature. You will pay this fee directly to Boulevard.

~~[12] Marketing Agency Management Fee. This is an optional fee. You are not required, but we recommend that you use a third-party marketing agency designated by us to assist you with your local digital marketing and advertising. If you use the marketing agency designated by us as an Approved Supplier, you will pay this fee directly to such marketing agency for their services. The fee amount will be equal to 25% of your monthly digital marketing and advertising expenditures. You will make your first monthly payment to the designated marketing agency no later than 30 days prior to the opening of your Float Spa. You will also be required to pay a one-time setup fee to the marketing agency. The setup fee is $250 for a paid search, $300 for organic social media, and $900 for an email campaign. You may choose one or all three of the setup options. You will be required to provide us and the marketing agency access (i.e., your passwords) to all your social media platforms that are related to your Float Spa, the franchise, and the True REST trademarks.~~

Multi-Unit Development Agreement

Type of Fee[1]	Amount	Due Date	Remarks
Assignment Fee [2]	Our incurred legal fees.	On submitting application for consent to assignment	Payable when you want to sell/transfer the rights under your Multi-Unit Development.
Indemnification	All costs, including attorneys' fees	As incurred	You must reimburse us for all damages arising from your activities.

Notes to Chart for Multi-Unit Development Agreement:

[1] All fees are nonrefundable; the fees are cumulative of the fees you pay under each Franchise Agreement in connection with the operation of each True REST Float Spa.

[2] These fees are imposed by and are payable to us.

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ITEM 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT FOR A FLOAT SPA

TYPE OF EXPENDITURE [1]	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee[2]	$39,950	Lump Sum, by cashier's check or eCheck	At signing of Franchise Agreement	Us
Travel and Living Expenses While Training[3]	$500 - $1,250	As arranged	As incurred during training	Transportation Carriers, Hotel Facilities, Etc.
Real Estate/Lease (3 months + deposit)[4]	$20,000 - $56,000	As arranged	Before Opening	Landlord
Leasehold Improvements[5]	$193,500 - ~~$450,000~~600,000	As arranged	Before Opening	Approved Suppliers and Contractors
Architectural Fees	$7,500 - $25,000	As arranged	Before Opening	Architects
Float Pods[6]	$119,800 - $239,600	By eCheck	Before Opening Date (50% at placement of order and 50% at shipment)	Us
Float Pod Shipping Costs	$7,500 - $15,000	As arranged	Before Opening	Third-Party Shipper
Initial Inventory of Salt and Related Misc. Expenses[7]	$3,400 - $6,800	As arranged	Before Opening	Approved Suppliers
Signage[8]	$3,000 - $15,000	As arranged	Before Opening	Approved Suppliers
Insurance[9]	$450 - $2,500	As Arranged	Before Opening	Insurance Carrier
Utility Deposits[10]	$0 - $1,000	As arranged	Before Opening	Utility Suppliers
Business License and Permits[11]	$0 - $175	As arranged	Before Opening	Local, State or Federal Government
Furniture, Fixtures and Related Supplies[12]	$12,000 - $20,000	As arranged	Before Opening	Vendors
Computer System[13]	$1,947 - $3,387	As arranged	Before Opening	Approved Suppliers and Vendors
~~Marketing Agency Management Fees[14]~~ Code/Field Inspections [14]	$~~1,750~~0 - $~~8,950~~10,000	As arranged	~~Monthly~~ As incurred	~~Approved Supplier~~ Local and State Regulatory Agencies
Professional Fees	$0 - $4,500	As arranged	As incurred, varied times	Lawyers, Accountants, Etc.
Additional Funds – 3 months[15]	$5,000 - $35,000	As arranged	As incurred, varied times	Employees, Vendors, Utilities
TOTAL ESTIMATED INITIAL INVESTMENT	**$~~416,297~~414,547 - $~~924,112~~1,075,162**			

All amounts are non-refundable unless otherwise noted.

YOUR ESTIMATED INITIAL INVESTMENT PURSUANT TO A MULTI-UNIT DEVELOPMENT AGREEMENT

TYPE OF EXPENDITURE [1]	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Development Fee[2]	$63,920 - $99,875	Lump Sum, by cashier's check or eCheck	At signing of Franchise Agreement	Us
Travel and Living Expenses While Training[3]	$500 - $1,250	As arranged	As incurred during training	Transportation Carriers, Hotel Facilities, Etc.
Real Estate/Lease (3 months + deposit)[4]	$20,000 - $56,000	As arranged	Before Opening	Landlord
Leasehold Improvements[5]	$193,500 - ~~$450,000~~600,000	As arranged	Before Opening	Approved Suppliers and Contractors
Architectural Fees	$7,500 - $25,000	As arranged	Before Opening	Architects
Float Pods[6]	$119,800 - $239,600	By eCheck	Before Opening Date (50% at placement of order and 50% at shipment)	Us
Float Pod Shipping Costs	$7,500 - $15,000	As arranged	Before Opening	Third-Party Shipper
Initial Inventory of Salt and Related Misc. Expenses[7]	$3,400 - $6,800	As arranged	Before Opening	Approved Suppliers
Signage[8]	$3,000 - $15,000	As arranged	Before Opening	Approved Suppliers
Insurance[9]	$450 - $2,500	As Arranged	Before Opening	Insurance Carrier
Utility Deposits[10]	$0 - $1,000	As arranged	Before Opening	Utility Suppliers
Business License and Permits[11]	$0 - $175	As arranged	Before Opening	Local, State or Federal Government
Furniture, Fixtures and Related Supplies[12]	$12,000 - $20,000	As arranged	Before Opening	Vendors
Computer System[13]	$1,947 - $3,387	As arranged	Before Opening	Approved Suppliers and Vendors
~~Marketing Agency Management Fees[14]~~ Code/Field Inspections [14]	$~~1,750~~0 - $~~8,950~~10,000	As arranged	~~Monthly~~ As incurred	~~Approved Supplier~~ Local and State Regulatory Agencies
Professional Fees	$0 - $4,500	As arranged	As incurred, varied times	Lawyers, Accountants, Etc.
Additional Funds – 3 months[15]	$5,000 - $35,000	As arranged	As incurred, varied times	Employees, Vendors, Utilities
TOTAL ESTIMATED INITIAL INVESTMENT	**$~~440,267~~438,517 - $~~984,037~~1,135,087**			

All amounts are non-refundable unless otherwise noted.

NOTES TO CHARTS FOR YOUR INITIAL INVESTMENT:

[1] General. All amounts payable to us are nonrefundable, unless otherwise noted. Amounts payable to suppliers/vendors may be refundable according to arrangements you make with the vendor. These figures are estimates of the range of your initial costs in the first 3 months of operation only. We do not offer direct or indirect financing, but leasing and financing may be available for many of the above expenses through third-party lenders.

[2] Initial Franchise Fee and Development Fee**.** The Initial Franchise Fee and Development Fee (if applicable) are non-refundable. The Initial Franchise Fee will be reduced by 20% if you open 2 Float Spas; 30% if you open 3 Float Spas; 40% if you open 4 Float Spas; and 50% if you open 5 Float Spas or more, under a Multi-Unit Development Agreement. The low-end of the Development Fee disclosed here is for 2 Float Spas and the high-end is for 5 Float Spas developed under a Multi-Unit Development Agreement and is due at the signing of the Multi-Unit Development Agreement. The Development Fee will be credited to the Initial Franchisee Fee due for each of the Float Spas developed under the Multi-Unit Development Agreement at the signing of the Franchise Agreement. Please see Item 5 of this disclosure document for more detailed information on the Initial Franchise Fee and the Development Fee. We do not provide financing for the Initial Franchise Fee or Development Fee.

[3] Travel and Living Expenses while Training. You must pay for all costs incurred by you while attending training (e.g., transportation, meals, lodging and other expenses). The amount you will spend while training will depend on several factors, including the number of persons attending, the distance you must travel and the type of accommodations you choose, if any are needed.

[4] Real Estate/Lease. If you do not own adequate Float Spa space, you must lease suitable premises. These figures assume that the leased premises for a Float Spa will be 2,000 to 3,500 square feet to accommodate the typical 4 to 8 float pod suites. The figures assume base monthly rental rates ranging from $2.50 to $4 per square foot for a Float Spa. Landlords may also vary the base rental rate and charge rent based on a percentage of gross sales. In addition to base rent, the lease may require you to pay common area maintenance charges ("CAM Charges"), your pro rata share of the real estate taxes and insurance, and your pro rata share of HVAC and trash removal. The actual amount you pay under the lease will vary depending on the size of the Float Spa, 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 area. You may also be required to pay a security deposit equal to a month's rent. The estimate covers the first 3 months of operation, and 1 month's rent as a security deposit.

Since rental, improvement and other real-estate-related costs can vary significantly by area, it's your responsibility to (1) independently research all applicable laws and regulations, and real estate market conditions and costs, where you plan to locate and operate your facility, and (2) obtain appropriate advice from your own accountant, attorney and real estate professional, before signing any binding documents or making any investments or other commitments, whether to us or anyone else.

[5] Leasehold Improvements. This estimate is based on our or our affiliates' experience in building Float Spas. The low-end of the range in the table reflects improvements for a Float Spa containing 4 float suites and the high-end reflects improvements for a Float Spa containing 8 float suites. Your costs ~~may be lower or significantly higher~~will differ depending on (i) your locale; (ii) the size and configuration of the premises; (iii) pre-construction costs (e.g., demolition of existing walls and removal of existing

improvements and fixtures); and (iv) availability and cost or materials and labor, which may vary based on geography and location. You must adapt our prototypical plans and specifications for the construction and finish-out of the Float Spa. These figures are our best estimate based on construction/finish-out rates of our affiliate-owned Float Spas. If you lease in an historic site or an older building, you may also face significantly increased costs for special construction needs. These amounts may also vary depending on whether certain of these costs will be incurred by the landlord and allocated over the term of the lease. Some locations, because they are unique or in desirable, high traffic areas, may not offer any discounts or tenant improvement allowances. This is an important factor for you to consider in choosing a location. You should research potential tenant improvement costs with your real estate broker and prospective landlord and consult with a qualified, licensed contractor for cost estimates specific to your site before signing your lease.

[6] Float Pods. The low-end of the range represents the costs for 4 standard float pods and the high-end is for 8 standard float pods. The cost of each individual float pod is $29,950. You will pay us for the float pods. You will pay the shipping costs associated with the float pods directly to the independent third-party shipper. Shipping costs are estimated to be approximately $1,875 per float pod.

[7] Initial Inventory of Salt and Related Misc. Expenses. This estimate covers your initial inventory of salt and related miscellaneous float pod expenses, such as, cleaning chemicals and maintenance, shampoo, ear plugs, etc. The initial inventory of salt for a Float Spa with 4 float suites is approximately $3,000, and the miscellaneous expenses for the first 3 months of operations will be approximately $400 for a Float Spa. Your ongoing monthly salt purchase will be approximately $300 per month for a Float Spa containing 4 float pods. It will cost approximately $35 month for float pod maintenance, ear plugs, shampoo and other miscellaneous expenses.

[8] Signage. You will need to purchase appropriate signage for your Float Spa that we approve. The cost of your signage may be more or less than this estimate, and depends on the size, type and method of installation you choose. Each office building, mall or retail center has different restrictions it places on interior and exterior signage that may affect your costs.

[9] Insurance. This estimate is for 3 months of your minimum required insurance. The actual cost may be more than shown here. You will need to check with your insurance carrier for actual premium quotes and costs, and for the actual amount of deposit. Insurance costs can vary widely, based on the area in which your business is located, your experience with the insurance carrier, the loss experience of the carrier, the amount of deductibles and of coverage, and other factors beyond our control. You should obtain appropriate advice from your own insurance professional before signing any binding documents or making any investments or other commitments, whether to us or anyone else.

[10] Utility Deposits. Typically, a utility deposit will be required only if you are a new customer of the utility company.

[11] Business License and Permits. The range of costs covers the expense to acquire the required local business permits. We make no representations or assurances as to what (if any) licenses, permits, authorizations or otherwise may be required in connection with your Float Spa. Our estimated costs include building permits, fire inspection, sales tax permit, and retail sales permits. If an electrical permit is necessary, the costs may be more. You should investigate applicable requirements in your area and the related costs, including receiving advice from regulatory agencies and your own lawyer, before making any commitments, whether to us or anyone else.

[12] Furniture, Fixtures and Related Supplies. This is a range of expenses that will be incurred when decorating and furnishing the Float Spa, including office expenses. Both the low-end and the high-end numbers represent a straight purchase of all furniture, fixtures and related supplies. The office expenses will include a telephone system.

[13] Computer and POS Systems. You must acquire a computer, which may be a tablet computer, for use in the operation of the Float Spa. Your computer system must be equipped with a high-speed connection to the Internet and must include a local area network with a dedicated server. You must install and use the electronic data processing and communications hardware and software, including voicemail, business management systems, and the online point-of-sale ("POS") reporting system designated by us. The cost of the online POS system through our approved supplier, "Boulevard," ranges from $420 - $550 per month. You are solely responsible for obtaining your own employee-scheduling software. A business management software program, such as, "QuickBooks," will cost you approximately $29 per month. You are responsible for setting up an account with the approved suppliers and/or vendors and paying them directly for their services. The range disclosed in the table(s) above includes the estimated cost for a computer, 3 months of fees for the online POS System, business management software, and Internet service. Please see Item 11 of this disclosure document for more information on the Computer System.

~~[14] Marketing Agency Management Fees. This is an optional fee. We do not require, but we recommend that you hire and use a marketing agency to assist you with your local digital marketing and advertising. If you elect to use the marketing agency designated by us as an Approved Supplier, this estimate covers the first 3 months of management fees ranging from $500 - $2,500 per month, plus a one-time setup fee ranging from $250 - $1,450, that you will pay to the third-party marketing agency.~~

[14] Code/Field Inspections. State and/or local regulatory agencies (e.g., Health Departments) may impose specific regulations on the float pods and their permitted use, such as field evaluations for inspections, health department codes, electrical codes, additional inspection of water facilities. These regulations often become a matter of the personal opinion of your local health department official and there may be costs associated with such regulations and inspections.

[15] Additional Funds. This is an estimate of certain funds needed to cover your business (not personal) expenses during the first three months of operation of the Float Spa. These expenses include initial employee wages, management compensation (but not any draw or salary for you), ongoing purchases of equipment and supplies, marketing fees, continuing improvement of the Float Spa's physical features, local advertising, utilities, repairs and maintenance. This estimate is based on our and our affiliates' experience in owning and operating True REST Float Spas for ~~9~~10 years.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required Purchases of Goods and Services

You must purchase your floatation equipment, including the float pods and related equipment, the required salt and chemicals, and other required products and supplies used in the Float Spa from suppliers that we approve ("Approved Suppliers"), or under specifications in the Manual. These specifications include standards for performance, maintenance, design, and appearance.

You must purchase a computer system, including computer hardware and software, business management systems, and a point-of-sale ("POS") reporting system (collectively, the "Computer System") according to our specifications and standards and as required by the Franchise Agreement. The component

parts of the computer system must be purchased from approved suppliers.

You must purchase and maintain insurance coverages for the Float Spa in accordance with our requirements and specifications and furnish us with copies of all insurance policies required by the Franchise Agreement, or such other evidence of insurance coverage and payment of premiums as we request or permit. ~~Your insurance policy or policies must be written by an insurance company licensed in the state in which you operate the Float Spa. The insurance company must have at least an "A" Rating Classification as indicated in A.M. Best's Key Rating Guide, in accordance with standards and specifications set forth in the Manual.~~

Required and Approved Suppliers

You must purchase your float pods used in the Float Spa from us. We are the only approved supplier of float pods to True REST Franchisees. The purchase of float pods from us will represent approximately ~~22~~21% to ~~26~~27% of your initial investment and approximately 0% of your ongoing expenses.

You must follow the standards and specifications we periodically establish for certain equipment, supplies, computer hardware and software, and indoor and outdoor signs required for the Float Spa. You must purchase from Approved Suppliers and suppliers who meet our quality specifications. We will provide you with information regarding one or more suppliers for each specified product/service.

We may designate a single supplier or multiple suppliers for any given item or service and may concentrate purchases with one or more suppliers in our business judgment. These suppliers may include, and may be limited to, us or an affiliate of ours. On notice by us, you will immediately cease and desist from using/offering any equipment, products, and/or services otherwise not authorized by us. (Franchise Agreement, Section 8.4)

~~We do not require, but we recommend that you hire and use the services of a marketing agency designated by us as an approved supplier to assist you in your local digital marketing and advertising.~~

We will create your social media accounts on Facebook and Instagram for the Float Spa. Once the social media accounts are created, they will be managed by you. You must provide us access (i.e., passwords) to all your social media accounts that are related to the Float Spa.

We do not currently have Approved Suppliers for architecture, design, engineering or project management. However, you must receive our approval before hiring anyone.

Approval of Alternate Suppliers

You can request the approval of an item, product, service, or supplier by notifying us in writing and submitting such information and/or materials we may request. We may require you to pre-pay any reasonable charges connected with our review and evaluation of any proposal. These charges may include reimbursement for reasonable travel, accommodations and meal expenses, plus a fee of $1,500 per day for any personnel who are engaged in evaluating a supplier at your request. We will notify you in writing of our approval or disapproval within 90 days after you make a written request. (Franchise Agreement, Section 8.4C.)

We may condition and/or revoke our approval of particular items or suppliers as we choose. Our criteria for supplier approval are available to you upon request. Designation of a supplier may be

conditioned on factors established by us in our business judgment, including, without limitation, performance relating to quality of results, accuracy of results, frequency of delivery, standards of service, and payment or other consideration to us or parties designated by us. We may approve, or revoke or deny approval, of particular items or suppliers in our business judgment. We may designate a single supplier or multiple suppliers for any given item or service and may concentrate purchases with one or more suppliers in our business judgment. There is no assurance that we will designate more than one supplier for any item, including items for which we are the only designated supplier.

Our specifications and standards for purchasing are in the Manual, as modified periodically.

Approvals of an alternative supplier, or any supplier, may be revoked by us at any time, in our sole discretion, for reasons that include, but are not limited to, quality and service deficiencies by the supplier, a desire to consolidate purchases with a different supplier, financial problems or insolvency of the supplier, and other reasons. We will notify you in writing if we revoke approval of any alternative supplier and you must immediately cease and desist from using such supplier upon receipt of our written notice.

Insurance

You are obligated to obtain and maintain, at your sole expense, all of the insurance coverages that we require. Your policy or policies must be written by an insurance company licensed in the state in which you operate the Float Spa. The insurance company must have at least an "A" Rating Classification as indicated in A.M. Best's Key Rating Guide, in accordance with standards and specifications set forth in the Manual. The standards may vary depending on the size of your Float Spa and/or other factors, such as what is customary for businesses of your type in your area, but we typically require: (i) All "Risks" or "Special" form coverage insurance on the floatation equipment, furniture, fixtures, other equipment, supplies and other property used in the operation of the Float Spa; (ii) Workers' Compensation and Employer's Liability Insurance as required by law; (iii) Commercial General Liability Insurance with limits of $2,000,000 in the aggregate, Occurrence form, including a per location or project aggregate, with the following coverages: owners and contractors protective liability, broad form property damage, contractual liability, severability of interest clause; personal and advertising injury; and products/completed operations; medical payments and fire damage liability; insuring you and us against all claims, suits, obligations, liabilities and damages, including attorneys' fees, based upon or arising out of actual or alleged personal injuries or property damage resulting from or occurring in the course of, or on or about or otherwise relating to the franchised business; (iv) Business Interruption Insurance with coverage for a least 12 months for actual losses; and (v) Cyber Liability Insurance with a minimum coverage amount as set forth in the Manual and/or otherwise determined by Franchisor and communicated to Franchisee.

We reserve the right from time to time to upgrade the insurance requirements as to policy limits, deductibles, scope of coverage, rating of carriers, etc. We will provide you with written notice of any change in our insurance requirements. You will have 60 days from receipt of such notice to revise your coverage, as specified in the notice.

Your insurance must name us as an additional insured and contain a clause requiring notice to us thirty (30) days in advance of any cancellation or material change to any such policy. The "Additional Insured Endorsement" must be approved in writing by us. You must maintain such additional insured status for us on your general liability policies continuously during the term of the Franchise Agreement.

Our Ownership Interest in a Supplier

We are the sole Approved Supplier of the float pods you are required to purchase for the Float Spa and several of our officers hold an ownership interest in us.

Revenues from a Supplier

We may receive revenues from approved supplier(s). Currently, neither we nor our affiliate derive revenue from any Approved Supplier or other suppliers. We have the right to receive promotional allowances and rebates, commissions and other consideration from suppliers.

Revenue from Franchisee Purchases

We will derive revenue from Franchisees directly purchasing float pods from us. Our affiliates do not sell or lease any products or services to our franchisees and, therefore, do not derive any revenue from sales or leases to our franchisees.

During the fiscal year ended June 30, ~~2022~~2023, our revenues as a result of True REST franchisees' required purchases of float pods were $~~289,500~~1,002,725, which represents approximately ~~16.8~~44.5% of our total revenues of $~~1,718,265~~2,251,464. We estimate that your required purchases, purchases from Approved Suppliers and purchases that must meet our specifications in total will be about ~~77~~78% to ~~79~~80% of your total purchases to establish the Float Spa and about 3% to 5% of your purchases to continue the operation of the Float Spa.

Cooperatives

We do not currently operate or sponsor any purchasing cooperatives, nor do we plan to organize any in the future. When possible, we attempt to negotiate bulk purchasing discounts with suppliers on behalf of our franchisees.

Material Benefits

Other than demonstrating compliance with System Standards, and adherence to the Manual, your use of an Approved Supplier will have no bearing on your right to purchase additional franchises, or to exercise any option to renew an existing franchise.

Negotiated Prices

We may negotiate volume purchase agreements with some vendors or Approved Suppliers for the purchase of goods and equipment needed to operate the Float Spa.

Multi-Unit Development Agreement

The Multi-Unit Development Agreement does not require you to buy or lease from us or any designated or approved suppliers, any goods, services, supplies, fixtures, computer hardware and software, or real estate, according to our specifications. However, you must follow our requirements under the Franchise Agreement for each Float Spa you develop.

ITEM 9 FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Agreement	Disclosure Document Item
a. Site Selection and acquisition/lease	Sections 1.2, 6.1, 6.2 and 7.2 of Franchise Agreement Section III(d) of Multi-Unit Development Agreement	Items 11 and 12
b. Pre-opening purchases/leases	Sections 6.1, 6.2, 7.2 and 8.4 of Franchise Agreement None in Multi-Unit Development Agreement	Items 5, 7 and 8
c. Site development and other pre-opening requirements	Sections 6.1 and 6.2 of Franchise Agreement Section VI of Multi-Unit Development Agreement	Items 6, 7 and 11
d. Initial and ongoing training	Section 6.3 of Franchise Agreement None in Multi-Unit Development Agreement	Items 6, 7 and 11
e. Opening	Sections 2.2 and 6.9 of Franchise Agreement None in Multi-Unit Development Agreement	Item 11
f. Fees	Sections 3.2, 5, 9.1 and 14.2 of Franchise Agreement Section III of Multi-Unit Development Agreement	Items 5, 6 and 7
g. Compliance with standards and policies / Operating Manual	Sections 1.2, 2.2, 4.2, 6.4, 6.6, 6.7, 7.1, 7.3, 7.4, 8.7 and 9.3 of Franchise Agreement Section VI of Multi-Unit Development Agreement	Item 11
h. Trademarks and proprietary information	Sections 1.1, 4, and 12.1 of Franchise Agreement Section VII of Multi-Unit Development Agreement	Items 13 and 14
i. Restrictions on products/services offered	Sections 1.3, 2.1, 2.2, 7.1, 8.1 and 8.4 of Franchise Agreement None in Multi-Unit Development Agreement	Items 8 and 16
j. Warranty and customer service requirements	Sections 8.8 and 15.2 B(12)of Franchise Agreement None in Multi-Unit Development Agreement	Not Applicable
k. Territorial development and sales quotas	Section 8.8 of Franchise Agreement None in Multi-Unit Development Agreement	Item 12
l. Ongoing product/service purchases	Sections 8.4 and 10.3 of Franchise Agreement None in Multi-Unit Development Agreement	Items 8 and 11

Obligation	Section in Agreement	Disclosure Document Item
m. Maintenance, appearance and remodeling requirements	Sections 3.2 and 7.4 of Franchise Agreement None in Multi-Unit Development Agreement	Items 6 and 17
n. Insurance	Section 10.4 of Franchise Agreement None in Multi-Unit Development Agreement	Items 6, 7 and 8
o. Advertising	Sections 5.5 and 9 of Franchise Agreement None in Multi-Unit Development Agreement	Items 6 and 11
p. Indemnification	Sections 8.5 and 11.2 of Franchise Agreement Section XII of Multi-Unit Development Agreement	Item 6
q. Owner's participation/ management/staffing	Sections 6.3 and 8.6 of Franchise Agreement None in Multi-Unit Development Agreement	Item 15
r. Records and reports	Sections 10.1 and 10.3 of Franchise Agreement Section VI(c) of Development Agreement	Item 11
s. Inspections and audits	Sections 8.2 and 10.2 of Franchise Agreement None in Multi-Unit Development Agreement	Items 11
t. Transfer	Section 14 of Franchise Agreement Section IX of Multi-Unit Development Agreement	Items 6 and 17
u. Renewal	Section 3.2 of Franchise Agreement None in Multi-Unit Development Agreement	Item 17
v. Post-termination obligations	Sections 13.1 and 15.4 of Franchise Agreement Section X of Multi-Unit Development Agreement	Item 17
w. Non-competition covenants	Sections 12.2 and 13 of Franchise Agreement Section X of Multi-Unit Development Agreement	Item 17
x. Dispute resolution	Section 16 of Franchise Agreement Section XIX of Multi-Unit Development Agreement	Item 17
y. Other: Guarantee of Performance	Section 2.2B. and Exhibit 4 of Franchise Agreement Section XX and Exhibit C of Multi-Unit Development Agreement	Item 15

ITEM 10 FINANCING

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

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

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

A. **Pre-Opening Assistance**

Before you open the Float Spa:

1. We will provide you with training within the 30 calendar-day period preceding the opening date of the Float Spa. You or your proposed Spa Manager (if approved by us) must attend and complete, to our satisfaction, our initial training program. We will determine whether you or your Spa Manager (if approved by us) have satisfactorily completed our initial training. To satisfactorily complete our initial training program, you must attend all the scheduled training and pass the written test given at the end of the training with a score of 85% or higher. If you do not satisfactorily complete training, we may terminate the Franchise Agreement. At any time throughout the term of the Franchise Agreement, you fail to have any replacement or successor Designated Operator or Spa Manager attend the mandatory training and be certified as meeting our requirements, we may charge you a Support Fee of $3,500 per week until a replacement Designated Operator or Spa Manager successfully completes our required training. (Franchise Agreement, Section 5.9) You must pay for all expenses you and your Spa Manager and other personnel incur for any training program, including costs of travel, lodging, meals and wages. (Franchise Agreement, Section 6.3A)

2. We will provide to you our current written Site Selection Guidelines. You will purchase or lease or Float Spa location from an independent third party. 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), aerial photography, size and other physical attributes of the location, shopping mall, tenant mix, proximity to residential neighborhoods and proximity to schools, shopping centers, entertainment facilities that attract consumers and generate traffic. (Franchise Agreement, Sections 1.2 and 6.1)

If you locate a site, we will accept or reject the site within 30 days after receipt of the Location Report from you. We use a software program to evaluate the demographics of a market area for site selection acceptability. If we cannot agree on a site, we may extend the time for you to obtain a site, or we may cancel the Franchise Agreement. (Franchise Agreement, Section 1.2) If your Franchise Agreement is canceled, you will not receive a refund of the Initial Franchise Fee. The Initial Franchise Fee is fully earned by us upon payment and is not refundable, in whole or in part, under any circumstance (Franchise Agreement, Section 5.1)

If you sign a Multi-Unit Development, you will submit a separate Location Report for our acceptance or rejection of a site for each Float Spa to be established within your Designated Territory. We will accept or reject the site within 30 days after receipt of the Location Report from you. Our then-current standards for site approval will apply when you submit a Location Report to us. Currently, we use a software program to evaluate the demographics of a market area for site selection acceptability.

3. Concurrently with the execution of your Franchise Agreement, we will loan you one copy of the Manual, which contains mandatory and suggested specifications, standards and procedures. The Manual is confidential and remains our property. We may modify the Manual. (Franchise Agreement, Section 6.4) The Manual consists of approximately 185 pages. The Table of Contents of the Manual is attached to this disclosure document as **Exhibit ~~E~~D.**

4. Within 30 calendar days of execution of your Franchise Agreement, we will provide you (through the Manual or otherwise) with specifications for the layout and design of the Float Spa (Franchise Agreement, Sections 6.2 and 7.1).

5. Within 30 calendar days of execution of your Franchise Agreement, we will provide you (through the Manual or otherwise) with a list of the floatation equipment and other equipment, salt and chemicals, standard fixtures, furnishings, supplies, and signs to be used in the Float Spa, as well as a list of Approved Suppliers (Franchise Agreement, 6.6). We do not provide, deliver or install any of these items for or to you.

6. We will license you the use of our trademarks (Franchise Agreement, Section 4.2).

7. We will consult and advise you on the advertising, marketing and promotion for the grand opening of the Float Spa. (Franchise Agreement, 6.9)

8. We will conditionally commit to grant you (if you have signed a Multi-Unit Development Agreement) a franchise for each Float Spa that you develop under your Multi-Unit Development Agreement, provided that you comply with the terms and conditions of that agreement and each of the Franchise Agreements between you and us. (Multi-Unit Development Agreement, Sections I, III and IV)

We are not required to provide any other service or assistance to you before the opening of the Float Spa.

B. **Typical Length of Time Before Operation**

We will authorize the opening of your Float Spa when (i) all of your pre-opening obligations have been fulfilled, (ii) pre-opening training has been completed, (iii) all amounts due us have been paid, (iv) copies of all insurance policies (and payment of premiums) and all other required documents have been received by us, and (v) all permits have been approved. The length of time between the signing of the Franchise Agreement, and payment of your initial franchise fees, and the opening of your Float Spa must be within ~~nine~~twelve (~~9~~12) months. In certain instances, and in our sole discretion, we may extend the opening time an additional three (3) months.

If you are operating under a Multi-Unit Development Agreement, you must open multiple stores according to your development schedule, which may extend over several years, depending on the number of stores you have committed to develop.

C. **Our Obligations During the Operation of the Franchised Business**

During the operation of the franchised business:

1. We will specify or approve certain equipment and suppliers to be used in the franchised business (Franchise Agreement, Sections 6.6 and 7.1).

2. We will provide additional training to you and any of your employees at your request. You are responsible for any and all costs associated with such additional training (Franchise Agreement, Section 6.3).

3. We will create any and all social media accounts that we choose for the Float Spa, which may include Facebook, Instagram, X (formerly Twitter), TikTok, YouTube, LinkedIn, and other platforms. (Franchise Agreement, Section 9.2 B.)

~~3~~4. We may, subject to the laws in your state, require fixed minimum or maximum prices for any products or services offered at the Float Spa. We will take into account cost differences among regions and localities. You must use the pricing required by us, unless we consent to changes in local pricing offered by you. (Franchise Agreement, Section 6.7)

~~4~~5. If you do not obtain and maintain appropriate insurance coverage, we may procure the coverage on your behalf. We will pass the cost onto you. (Franchise Agreement, Section 10.4D)

~~5~~6. We may institute various programs for auditing customer satisfaction and/or other quality control measures (Franchise Agreement, Section 8.2).

~~6~~7. We (or our designee) will maintain and administer an advertising, publicity and marketing fund (the "Marketing Fund") to promote True REST Float Spas and the brand. (Franchise Agreement, Section 9.1).

~~7~~8. We may provide regular consultation and advice to you in response to inquiries from you regarding administrative and operating issues that you bring to our attention. We may make recommendations that we deem appropriate to assist your efforts.

D. **The Marketing Fund and Advertising**

We have established a Marketing Fund. You will contribute a weekly sum equal to 1 - 3% of your Gross Sales to the Marketing Fund for national advertising and marketing services ("Marketing Fund Contribution"), beginning from the day the Float Spa is first opened for business. The current Marketing Fund Contribution is 2% of your Gross Sales. We will make contributions to the Marketing Fund for all Float Spas owned by us or our affiliates on the same basis as True REST franchisees. We will manage the Marketing Fund and have sole discretion over all matters relating to it.

We will direct all public relations, advertising and promotions with sole discretion over the message, creative concepts, materials and media used in the programs and the placement and allocation thereof. We will pay for these activities from the Marketing Fund. The Marketing Fund Contributions may be used for traditional advertising activities, such as website development, social media, public relations, advertising campaigns (television, radio, print or other media), or other promotions which will raise awareness of the True REST brand.

We are not obligated to ensure that Marketing Fund activities or dollars are spent equally, on a pro rata basis, either on your Float Spa, or all Float Spas in an area. No funds in the Marketing Fund are used for advertising that is principally a solicitation for the sale of franchises, but we may include a brief statement regarding the availability of True REST Spa franchises in advertising and other items produced using the Marketing Fund. (Franchise Agreement, Section 9.1.B.)

Reasonable disbursements from the Marketing Fund will be made solely for the payment of expenses incurred in connection with the general promotion of the Marks and the True REST System, including the cost of formulating, developing and implementing advertising and promotional campaigns; and the reasonable costs of administering the Marketing Fund, including accounting expenses and the

actual costs of salaries and fringe benefits paid to our employees engaged in administration of the Marketing Fund. The Marketing Fund is not a trust or escrow account, and we have no fiduciary obligations regarding the Marketing Fund. We may audit the Marketing Fund; although, we have no obligation to do so. Upon written request, we will provide you with an annual unaudited statement of the receipts and disbursements of the Marketing Fund.

We are not required to spend all Marketing Fund contributions in the fiscal year they are received.

You agree to participate in all Marketing Fund programs. The Marketing Fund may furnish you with marketing, advertising, and promotional materials; however, we may require that you pay the cost of producing, shipping, and handling for such materials.

During the fiscal year ended on June 30, ~~2022~~2023, the Marketing Fund spent ~~64.5~~32% of its contributions on production of ~~12~~17% on media placement and public relations, ~~4.8~~26% on administrative expenses, ~~16.4~~4% on internet related matters, and ~~1.6~~21% on software licenses.

We have no obligation to spend any amount on advertising in your market area or territory. You are responsible for local marketing activities to attract customers to your Float Spa. You may develop advertising materials for your own use, at your own cost. We may require you to submit samples of all advertising and promotional materials (and any use of the Marks and/or other forms of commercial identification) for any media, including the Internet, World Wide Web or otherwise. You must first obtain our advanced written approval before any form of co-branding, or advertising with other brands, products or services. (Franchise Agreement, Section 9.2)

You must strictly follow the social media guidelines, code of conduct, and etiquette as set forth in the Manual regarding social media activities. Any use of Social Media by you pertaining to the Float Spa must be in good taste and not linked to controversial, unethical, immoral, illegal or inappropriate content. You will promptly modify or remove any online communication pertaining to the Float Spa that does not comply with the Franchise Agreement or the Manual. (Franchise Agreement, Section 9.3)

We have not yet established a local or regional advertising cooperative. We may, in the future, decide to form one or more associations and/or sub-associations of True REST Float Spas to conduct various marketing-related activities on a cooperative basis (a "Co-Op"). If one or more Co-Ops (local, regional and/or national) are formed covering your area, then you must join and actively participate. You may be required to contribute such amounts as are determined from time to time by such Co-Ops. (Franchise Agreement, Section 9.4)

We reserve the right, if necessary and in our sole judgment, to establish a Franchisee Advertising Council. The Franchisee Advertising Council will be composed of an elected body of True REST franchisees for the purpose of providing us with input on advertising and marketing issues. The Franchisee Advertising Council will operate under its own by-laws and will be purely advisory in nature and will have no operational or decision-making authority. We have the power to form, change, or dissolve any such advertising council. (Franchise Agreement, Section 9.5)

E. **Training**

Within the 30 calendar-day period preceding the opening of your Float Spa, we will provide you and your Spa Manager with a mandatory Initial Training Program at our training facility, True REST University ("TRU"), located in Coronado, California. We do not charge you a fee for the Initial Training Program if you

and your Spa Manager receive training at the same time. If the franchisee is a business entity, then the Designated Owner(s) named in the Franchise Agreement or the Spa Manager must successfully complete the Initial Training at TRU and any additional required training, and also comply on an ongoing basis with all training requirements to our satisfaction. Subject to availability, and with our approval, you may have additional employees attend TRU, simultaneously with you, at no additional charge. However, you are responsible for all travel, lodging, food, wages, wage related expenses and other expenses in connection with training for you and your employees.

The length of our Initial Training program is 9 days with 8 hours of training each day, or for any other time period as we select in our sole discretion, with a combination of 3 days of classroom training at TRU, or other location we designate; 3 days of on-the-job training at a Float Spa owned by us or at another training facility that we designate; and 3 days of on-the-job training at your Float Spa. The training covers the basic aspects of establishing and operating a Float Spa, including floatation therapy techniques, the POS computer system, forms, cost control, purchasing, inventory control and disposition, customer service, marketing, selling skills, employee hiring, training and scheduling procedures, job functions and maintenance of quality standards. You and/or your Spa Manager must attend all scheduled training days and times and must complete the Initial Training Program to our satisfaction before your Float Spa opens.

Training requirements are communicated and updated through periodic memos, publications and manuals. The following is an outline of the current training program:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Introduction of Corporate Team and Overall Operations	1	0	True REST University 1001 B Avenue, Suite 102 Coronado, CA 92118 (or at a location later designated by us)
Marketing and Advertising	6	0	True REST University 1001 B Avenue, Suite 102 Coronado, CA 92118 (or at a location later designated by us)
Financial Forecasting and Business Model	1	0	True REST University 1001 B Avenue, Suite 102 Coronado, CA 92118 (or at a location later designated by us)
Operations 1: POS, IT, Internet and Intranet Systems	6	16	True REST University 1001 B Avenue, Suite 102 Coronado, CA 92118 (or at a location later designated by us)
Operations 2: Maintenance and Day-to-Day Operations	6	32	True REST University 1001 B Avenue, Suite 102 Coronado, CA 92118 (or at a location later designated by us)

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Final Testing, Review and Miscellaneous	4	0	True REST University 1001 B Avenue, Suite 102 Coronado, CA 92118 (or at a location later designated by us)
TOTAL	**24**	**48**	

Roger Boomer, whose biography is listed in Item 2, is in charge of the training program. He has more than ~~3~~4 years of experience in the floatation therapy industry, working for us. We normally conduct our training quarterly, as needed. Our primary instruction is through hands-on training, videos, the Manual and other instructional materials we prepare specifically for the True REST Training Program.

If warranted by government regulations, emergency guidelines, enforced quarantines, travel restrictions, a natural disaster, force majeure or other event outside of our control, we reserve the right to conduct any and all training, classes, courses, meetings, and conferences, online, telephonically, or otherwise, or to cancel or delay any and all such training, classes, courses, meetings, and conferences. (Franchise Agreement, Section 6.3 A.)

Ongoing/Refresher Training

From time to time, we may offer system-wide ongoing or refresher training to the True REST Franchisees for a reasonable fee, such training may include courses, meetings, seminars and conventions. You must personally attend or have your designated Spa Manager (if approved by us) attend any and all required ongoing or refresher training. We currently charge $500 to $1,500 per day for ongoing or refresher training. In addition to paying any required training fee(s), you will be responsible for all compensation, travel and living expenses for you and/or your Spa Manager during training. (Franchise Agreement, Section 6.3B.)

F. **Computer and POS Systems**

You must acquire a computer for use in the operation of the Float Spa and install the electronic data processing and communications hardware and software, including voicemail, business management systems, and a point-of-sale ("POS") reporting system that we designate (collectively, the "Computer System"). You must record all of your receipts, expenses, invoices, customer lists, and other business information promptly in the Computer System and use the software that we specify or otherwise approve. Currently, we require you to use an online POS System provided by Boulevard and the "QuickBooks" accounting software by Intuit. You must provide us with online access to your books by, among other things, providing us with your password. The details of these standards and requirements will be described in the Manual or otherwise in writing and may be modified in response to changes in marketing conditions, business operating needs, or technology.

You must allow our approved supplier to upgrade the proprietary database configuration of the required software for the computer in your Float Spa as we determine necessary. Our approved supplier may provide you periodic updates to maintain the software and may charge a fee for preparing the updates and maintaining the software. There are no limitations on the frequency and cost of the updates.

We will have independent access to information you generate and store on your Computer System. The POS system is designed to enable us to have immediate access to the information monitored by the System, and there is no contractual limitation on our access or use of the information we obtain.

You must purchase or lease, and thereafter maintain, the Computer System, including the hardware and software, POS System, dedicated high speed communications equipment and services, dedicated telephone and power lines, modem(s), printer(s), speakers, and other computer-related accessories or peripheral equipment as we may specify, for the purpose of, among other functions, recording Float Spa sales, scheduling floatation therapy sessions, and other functions that we require. You must provide such assistance as may be required to connect your Computer System with a computer system used by us. We will have the right, on an occasional or regular basis, to retrieve such data and information from your Computer System as we, in our sole and exclusive discretion, consistent with consumer privacy laws, deem necessary. You must operate your Computer System in compliance with certain security standards specified by use, which may be modified at our discretion from time to time. In view of the interconnection of computer systems and the necessity that such systems be compatible with each other, you expressly agree that you will strictly comply with our standards and specifications for all item(s) associated with your Computer System, and will otherwise operate your Computer System in accordance with our standards and specifications.

To ensure full operational efficiency and optimum communication capability between and among computer systems installed by you, us, and other True REST Franchisees, you agree, at your expense, to keep your Computer System in good maintenance and repair, and following our determination that it will be economical or otherwise beneficial to the True REST System to promptly install such additions, changes, modifications, substitutions and/or replacement to your computer hardware, software, POS System, communications equipment and services, telephone and power lines, and other computer-related facilities, as we direct.

We reserve the right to require you to update or upgrade any computer hardware or software during the term of the franchise, and if we choose to do so, there are no limitations on the cost and frequency of this obligation. The approximate cost of the Computer System including a computer, which may be a tablet computer, and hardware and software ranges between $1,947 and $3,387. The approximate cost of any annual maintenance upgrades or updates or maintenance support contracts varies widely from $0 to $1,500.

We have no obligation to provide ongoing maintenance, repairs, upgrades or updates, and any such obligations would be those of the software licensors.

G. **Gift Card Program**

We have established a program for all True REST Franchisees to sell, issue, or redeem gift cards (the "Gift Card Program"). You must participate in the Gift Card Program by offering True REST Float Spa gift cards to your customers and/or honoring all True REST Float Spa gift cards presented to you as payment for products and services, regardless of whether the gift card was sold or issued by you or another Float Spa. When you sell or issue a gift card, you will keep the amount paid in your account until the gift card is redeemed. We will reconcile your account with us ~~by: (1) crediting you for the full value of all gift card transactions redeemed by you weekly from other Float Spas that issued the gift cards; and/or (2) debiting you for the full value of each gift card sold at your Float Spa but redeemed at a different location~~in accordance with the then-current Gift Card Program policies and practices regarding the allocation of funds generated from the sale of gift cards, as set forth in the Manual or elsewhere by us. You will pay Royalties

on ~~sales paid by~~the revenue you receive from redeemed gift cards ~~in your Float Spa~~. The True REST Float Spa gift cards have no expiration date; therefore, you remain liable for each gift card sold at your Float Spa upon it is redeemed for an undetermined amount of time. Upon termination of your Franchise Agreement and non-renewal, you must comply with all federal, state and local laws pertaining to any outstanding gift cards sold at the Float Spa that were not redeemed before the termination of the Franchise Agreement. This may include returning the funds collected for each outstanding gift card to the applicable customer or state.

ITEM 12 TERRITORY

Franchise Agreement

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

You will operate the Float Spa at a specific location approved by us (the "Authorized Location"). You must receive our permission before relocating the Float Spa. If we consent to you relocating the Float Spa, the new Authorized Location must be within the same Designated Market Area (specifically defined in Section 1.3 of the Franchise Agreement) in which the Float Spa was located. You must execute our standard form of general release upon any relocation. You will bear the sole expense of relocating the Float Spa, and we have the right to charge you a reasonable fee for our services in connection with any such relocation.

So long as you are in good standing, you will receive a non-exclusive protected geographic area ("Protected Territory") around the Authorized Location for the Float Spa. Neither we nor our affiliates will operate or establish, or authorize another True REST franchisee to operate or establish, a Float Spa within your Protected Territory. Depending on a number of factors, your Protected Territory may be a radius up to three (3) miles around the Authorized Location in suburban environments, and, in our sole discretion, may also include an area defined by a zip code(s) mutually agreed upon by you and us. If the Float Spa is located in a densely populated urban environment, such as a downtown metropolitan area, your Protected Territory may be less than one (1) mile from the primary customer entrance of the Float Spa. We will analyze a market or territory using a number of factors including population density, income, traffic patterns, number of residences versus businesses, and will determine with you, prior to signing the franchise agreement, what Protected Territory the Float Spa will receive. You must not solicit business from customers inside another True REST franchisee's protected territory.

Except as expressly provided in the Franchise Agreement, you have no right to exclude, control or impose conditions on the location, operation or otherwise, of present or future Float Spas, using any of the other brands or Marks that we now, or in the future, may offer, and we may operate or license Float Spas or distribution channels of any type, licensed, franchised or company-owned, regardless of their location or proximity to the Premises and whether or not they provide services similar to those that you offer. You do not have any rights, including options, rights of first refusal, or other similar rights, with respect to acquiring additional franchises and/or related businesses, products and/or services, in which we may be involved, now or in the future.

We expressly reserve all other rights, and can (along with anyone we designate):

(1) own and/or operate any kind of business located anywhere, including other franchises, whether or not using the Marks and system we have licensed to you, except for a Float Spa in your Protected Territory.

(2) develop or become associated with other concepts (including dual branding and/or other franchise systems), whether or not using the System and/or the Marks, and award franchises under such other concepts for businesses located and/or operating anywhere.

(3) acquire, be acquired by, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not), with units located anywhere. Such transactions may include (but are not limited to) arrangements involving competing outlets and brand conversions (to or from the TRUE REST Marks and System). You may be responsible for any reasonable conversion costs.

Internet Sales / Alternative Channels of Commerce

We may market and sell products and services to customers located anywhere using alternative channels of distribution, even if such products and services are similar to what we sell to you and what you offer at your Float Spa. We may use the internet or alternative channels of commerce to sell True REST brand products and services. You are not entitled to any compensation, allowance, payment or other consideration on account of any products and services we may offer or sell using alternative channels of distribution in your Protected Territory. You may only sell the authorized products and services from your approved Float Spa location and may only use the internet or alternative channels of commerce to offer or sell the products and services, as permitted by us, in order to register customers for floatation therapy sessions. We may require you to submit samples of all advertising and promotional materials (and any use of the Marks and/or other forms of commercial identification) for any media, including the Internet, World Wide Web or otherwise. We retain the right to approve or disapprove of such advertising, in our sole discretion. Any use of social media by you pertaining to the Float Spa must be in good taste and not linked to controversial, unethical, immoral, illegal or inappropriate content. We reserve the right to "occupy" any social media websites/pages and be the sole provider of information regarding the Float Spa on such websites/pages (e.g., a system-wide Facebook page). At our request, you will promptly modify or remove any online communication pertaining to the Float Spa that does not comply with the Franchise Agreement or the Manual. You are not prohibited from obtaining customers over the Internet provided your Internet presence and content comply with the requirements of the Franchise Agreement.

Performance Standards

A. System Standards. We may choose, in our sole discretion, to evaluate your Float Spa for compliance with the System Standards using various methods (including, but not limited to, inspections, field service visits, surveillance camera monitoring, customer comments/surveys, and secret shopper reports). You must meet minimum standards for cleanliness, equipment condition, repair and function, and customer service. Your employees, including independent contractors, must meet minimum standards for courteousness and customer service. (Franchise Agreement, Section 8.8A)

B. Minimum Sales Quota. Unless waived by us due to unique market conditions, or your Float Spa's size, you must meet a certain Minimum Sales Quota. Commencing after the first 24 months of operation of the Float Spa, if you fail to achieve $50,000 in sales, per float pod, per year, we may institute a corrective training program and/or require you to perform additional local marketing. If you fail to meet the Minimum Sales Quota for thirty-six (36) consecutive months at any time during the term of the

Franchise Agreement, we may institute a mandatory corrective training program or terminate the Franchise Agreement at our sole discretion. (Franchise Agreement, Section 8.8B)

You may not relocate the Float Spa to any other location without our prior written consent. If we approve any relocation of the Float Spa, you must de-identify the former location. If you fail to de-identify your former Float Spa, you must reimburse and indemnify and hold us harmless from all costs and expenses, including attorney's fees, arising out of your failure to de-identify.

If you are not in compliance with all material terms of the Franchise Agreement and the Manual, and current in all accounts to us and our affiliates ("Good Standing"), we may reduce, eliminate or otherwise modify your territorial rights, along with whatever other remedies are then available to us, including termination.

Multi-Unit Development Agreement

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

The "Designated Territory" under a Multi-Unit Development Agreement may be defined by zip code boundaries, county boundaries, highways, physical landforms, city or municipality boundaries and other factors we deem appropriate. You will receive no exclusive rights to the Designated Territory. So long as you are in good standing and in compliance with the Multi-Unit Development Agreement, we will not establish or license another to establish a True REST Float Spa in the Designated Territory.

We reserve the right to:

(1) establish and operate, and allow others to establish and operate, Float Spas using the Marks and the System, at any location outside the Designated Territory, on such terms and conditions we deem appropriate;

(2) establish and operate, and allow others to establish and operate, Competitive Businesses that may offer products and services which are identical or similar to products and services offered by True REST Float Spas, under trade names, trademarks, service marks and commercial symbols different from the Marks;

(3) establish, and allow others to establish, other businesses and distribution channels (including, but not limited to, temporary or mobile facilities, sales through retail stores that do not operate under the Marks, sales made at wholesale, or sales via the Internet), wherever located or operating and regardless of the nature or location of the customers with whom such other businesses and distribution channels do business, that operate under the Marks or any other trade names, trademarks, service marks or commercial symbols that are the same as or different from Float Spas, and that sell products and/or services that are identical or similar to, and/or competitive with, those that Float Spas customarily sell;

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

(5) be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by a business providing products and services similar to those provided at True REST Float Spas, or by another business, even if such business operates, franchises and/or licenses competitive businesses in the Designated Territory; and

(6) engage in all other activities not expressly prohibited by the Multi-Unit Development Agreement.

We are not required to pay you if we exercise any of the rights specified above inside your Designated Territory.

You will submit a separate Location Report to us for our acceptance or rejection of a site for each Float Spa to be established within your Designated Territory pursuant to your Multi-Unit Development Agreement. We will approve or disapprove of the site within 30 days after receipt of the Location Report from you. If we approve your proposed site, it will become the Authorized Location for the Float Spa. Upon the signing of a Franchise Agreement for each Float Spa developed, we will define your Protected Territory, as described above in the first paragraph under the heading, "Franchise Agreement." Our then-current standards for site selection and protected territories will apply.

We may reduce the number of Float Spas to be developed in your Designated Territory if you fail to (i) meet the development schedule under your Multi-Unit Development Agreement, (ii) fail to comply with any other term or condition of your Multi-Unit Development Agreement, or (iii) fail to comply with any individual Franchise Agreement between you and us.

ITEM 13 TRADEMARKS

We grant you the right to operate a Float Spa under the name "True REST." You may also use other current or future trademarks to operate your Float Spa that we designate. By trademark, we mean trade names, trademarks, service marks, and logos used to identify your Float Spa. We registered the following trademarks on the Principal Register of the United States Patent and Trademark Office ("USPTO"):

Mark	Registration No.	Registration Date
TRUE REST (word mark)	4399771	September 10, 2013
	4399772	September 10, 2013
THE SCIENCE OF FEELING GREAT (word mark)	4937656	April 12, 2016

Affidavits of use and incontestability will be filed at the time specified by law.

There are no presently effective determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, nor any pending material litigation involving any of the Marks which are relevant to their use in any state. There are no pending interference actions or opposition or cancellation proceedings that significantly limit our rights to use or license the use of the Marks in any manner material to the True REST System.

You must use all Marks in compliance with your Franchise Agreement and the Manual. You cannot use the "True REST" name or any of the Marks as part of a corporate name or with modifying words, designs or symbols except for those which we license to you. You may not use the Marks in connection with the sale of an unauthorized product or service or in a manner not authorized in writing by us. You must not establish a website on the Internet using any domain name containing the Marks or any variation thereof without our written consent. We retain the sole right to advertise on the Internet and create a website using the Marks as domain names.

If it becomes advisable, in our sole discretion, for us to modify or discontinue use of any of the Marks, or use one or more additional or substitute Mark, you must comply with our directions to modify or otherwise discontinue the use of such Mark within a reasonable time after notice by us. We will not be obligated to compensate you for any costs it incurs in connection with any such modification or discontinuance.

You cannot seek to register, re-register, assert claim to ownership of, license or allow others to use or otherwise appropriate to itself any of the Marks or any mark or name confusingly similar to them, except insofar as such action inures to our benefit and has our prior written approval. Upon the termination or cancellation of the Franchise Agreement, you must discontinue use of the Marks, remove copies, replicas, reproductions or simulations thereof from the premises and take all necessary steps to assign, transfer, or surrender to us all Marks which you may have used in connection with the Franchise Agreement.

You must immediately notify us of any apparent infringement of or challenge to your use of the mark. Although not obligated to do so, we will take any action deemed appropriate and will control any litigation or proceeding. You must cooperate with any litigation relating to the Marks which we might undertake.

There are no agreements currently in effect, which significantly limit our rights to use or license the use of the Marks. We have no knowledge of any superior prior rights or infringing uses that could materially affect your use of the Marks in any state.

ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We own and have registered the following material ~~patent~~patents, which ~~is~~are the ornamental design for the float pod that you will use in your Float Spa, with the USPTO:

Title	Type	U.S. Patent Number	Issuance Date	Expiration
Float Pod	Design	D936,851	Nov. 23, 2021	Nov. 23, 2036
Continuation of Float Pod design patent (above), seeks to broaden scope of	Design	D979,775	Feb. 28, 2023	Feb. 28, 2038

Title	Type	U.S. Patent Number	Issuance Date	Expiration
protection				

We have filed the following material pending patent ~~applications~~application, which ~~relate~~relates to the float pods that you will use in your Float Spa, with the USPTO:

Nature	Title	Type	U.S. Serial/Patent Application Number	Filing Date
~~Continuation of float pod design patent (above), seeks to broaden scope of protection~~	~~Float Pod~~	~~Design~~	~~29/816,659~~	~~November 23, 2021~~
Hinge for float pod	Door Hinge for Float Pod	Utility	17/367,748	July 6, 2021

Our right to use or license the patents listed above are not materially limited by any agreement or known infringing use.

We have no registered copyrights that are material to the franchise. However, we claim copyrights on certain forms, advertisements, promotional materials, software source code and other Confidential Information as defined below. There are no agreements in effect which significantly limit our right to use or license the copyrighted materials.

There currently are no effective determinations of the USPTO or Copyright Office, or any court regarding any of the patents or the copyrighted materials. There are no infringing uses actually known to us that could materially affect your use of the patents or copyrighted materials in any state. No agreement requires us to protect or defend any patents or copyrights or you in connection with any patents or copyrights.

In general, our proprietary information includes "Confidential Information" as defined in Section 12 of the Franchise Agreement, some of which is contained in our Manual, and includes, among other things, all information (current and future) relating to the operation of the Float Spa or the True REST System, including, among other things, all: (i) manuals, training, techniques, processes, policies, procedures, systems, data and know how regarding the development, marketing, operation and franchising of the Float Spas; (ii) designs, specifications and information about products and services and (iii) all information regarding customers and suppliers, including any statistical and/or financial information and all lists. We disclose to you Confidential Information needed for the operation of a True REST Float Spa, and you may learn additional information during the term of your franchise. We have all rights to the Confidential Information and your only interest in the Confidential Information is the right to use it under your Franchise Agreement.

Both during and after the term of your Franchise Agreement, you must use the Confidential Information only for the operation of your Float Spa under a True REST Franchise Agreement; maintain the confidentiality of the Confidential Information; not make or distribute, or permit to be made or distributed, any unauthorized copies of any portion of the Confidential Information; and (iii) follow all prescribed procedures for prevention of unauthorized use or disclosure of the Confidential Information. (Franchise

Agreement, Section 12)

We have the right to use and authorize others to use all ideas, techniques, methods, and processes relating to the Float Spa that you or your employees conceive or develop.

You also agree to fully and promptly disclose all ideas, techniques and other similar information relating to the franchise business that are conceived or developed by you and/or your employees. We will have a perpetual right to use, and to authorize others to use, those ideas, etc. without compensation or other obligation.

You must immediately notify us of any apparent infringement of or challenge to your use of our proprietary information, patents, or copyrighted materials. We are not obligated to take any action to protect or defend the use of the proprietary information, copyrighted materials, or patents, but we will respond as we deem appropriate and will control any action we decide to bring or defend. We are not required to participate in your defense or indemnify you for use of the copyrighted materials or patents. You must cooperate with any litigation relating to the patents that we might undertake.

If it becomes advisable, in our sole discretion, for us to modify or discontinue use of any of the patents or copyrighted materials, or use one or more additional or substitute patents or copyrighted materials, you must comply with our directions to modify or otherwise discontinue the use of such patent or copyrighted material within a reasonable time after notice by us. We will not be obligated to compensate you for any costs you incur in connection with any such modification or discontinuance.

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

We do not require, but do recommend, that you (or the Designated Operator) personally supervise the Float Spa. You may designate a Spa Manager who has successfully completed our True REST Training Program, and meets our then-current standards, to assist in the direct, day-to-day supervision of the operations of the Float Spa, or to be the on-premises supervisor if you choose not to personally supervise the Float Spa. If you are a business entity, your designated Spa Manager need not hold an ownership interest in the business to be the on-premises supervisor.

You and your employees must comply with the confidentiality provisions described in Item 14. You must execute a personal guaranty concurrently with the signing of the Franchise Agreement. If you are a legal entity, having more than one owner, all owners, shareholders, partners, joint venturers, and any other person who directly or indirectly owns a 10% or greater interest in the franchised business must execute a personal guaranty. We may require your spouse or domestic partner to co-sign the personal guaranty.

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale and sell, only and all those products and services, and deal only with those suppliers, that we authorize or require, and have authorized (See Item 8). Principally, this means you must purchase the amount and type of equipment, including float pods and related floatation equipment, and offer only those types of floatation therapy services and products that we authorize. Failure to comply with our purchasing restrictions can (and probably will) result in the termination of your Franchise Agreement.

You may not advertise, offer for sale or sell, any products and/or services that we have not authorized. We reserve the right to change the types of authorized products and services at any time in our discretion. You agree to promptly undertake all changes as we require from time to time, without limit,

except we will not require you to thoroughly modernize or remodel the Float Spa no more than once every 5 years. You will not make any material alterations to your Float Spa, or its appearance as originally approved by us, without our prior written approval.

You must refrain from any merchandising, advertising, or promotional practice that is unethical or may be injurious to our business and/or other franchised businesses or to the goodwill associated with the Marks (Franchise Agreement, Section 4.2).

~~*[Remainder of Page Intentionally Left Blank]*~~

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
a. Length of the franchise term	Franchise Agreement: Paragraph 3.1	The term is 10 years from the date the Franchise Agreement is signed.
b. Renewal or extension of term	Franchise Agreement: Paragraph 3.2	You have the option to extend the term for a single additional 10-year term.
c. Requirements for franchisee to renew or extend	Franchise Agreement: Paragraphs 3.2, 3.3, and 3.4	You have complied with all of the Franchise Agreement provisions; you are not in default of the Franchise Agreement; you have brought the Float Spa into compliance with our current standards; you have given us notice of renewal; you have signed a then-current form of Franchise Agreement; and you have signed a general release in substantially the form of **Exhibit ~~F~~E** to this disclosure document. You must give us notice of your intent to renew no less than 90 days or more than 180 days before the Franchise Agreement expires. The new Franchise Agreement may contain terms and conditions that are materially different from your original Franchise Agreement. We charge a renewal fee of $5,000.
d. Termination by franchisee	Franchise Agreement: Paragraph 15.1	You may terminate the Franchise Agreement for cause if you are in compliance and we materially breach the Franchise Agreement and fail to cure within 30 calendar days of receiving your written notice (subject to applicable state law.)

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
e. Termination by franchisor without cause	Franchise Agreement: Not Applicable	The Franchise Agreement does not provide for termination without cause.
f. Termination by franchisor with cause	Franchise Agreement: Paragraph 15.2 and 15.3	We may terminate the Franchise Agreement upon delivery of notice to you if you default under the terms of the Franchise Agreement. A default by you under the terms and conditions of the Franchise Agreement, Multi-Unit Development Agreement, or any other such agreement, will, at our option, constitute a default under all such agreements.
g. "**Cause**" defined – curable defaults	Franchise Agreement: Paragraph 15.2B	The following constitute curable defaults: you fail to comply with the Performance Standards; or refuse to make payments due and do not cure within 10 business days; or fail to comply with any provision of the Franchise Agreement not otherwise mentioned in (h.) below or any mandatory specification and do not cure within 10 calendar days or 30 calendar days. A default by you under the terms and conditions of the Franchise Agreement, Multi-Unit Development Agreement, or any other such agreement, will, at our option, constitute a default under all such agreements.
h. "**Cause**" defined – non-curable defaults	Franchise Agreement: Paragraph 15.2A	The following events constitute non-curable defaults: failure to properly establish and equip the premises; failure to complete training; make a material misrepresentation or omission in the application for the franchise; conviction or plea of no contest to a felony, or other crime or offense that can adversely affect the reputation of you, us or the Float Spa; make unauthorized disclosure of confidential information; abandonment of the business for 2 consecutive business days unless otherwise approved; surrender of control of the business; unauthorized transfer; you are adjudicated bankrupt, insolvent or make a general assignment for the benefit of creditors; your misuse of the Marks; failure on 3 occasions within any 12 consecutive month period to pay amounts due, or otherwise to comply with the Franchise Agreement; violate any health, safety or sanitation law or conduct your operation in a

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		manner creating a safety hazard; or violating the rights and restrictions of your territory. Operating a competing business. A default by you under the terms and conditions of the Franchise Agreement, Multi-Unit Development Agreement, or any other such agreement, will, at our option, constitute a default under all such agreements.
i. Franchisee's obligation on termination/non-renewal	Franchise Agreement: Paragraphs 12, 13 and 15.4	Your obligations include: stop operations of the Float Spa; stop using the Marks and items bearing the Marks; stop using "True REST" in any form as part of your corporate name; assign any assumed names to Company; de-identify the premises from any confusingly similar decoration, design or other imitation of a Float Spa; stop advertising as a True REST franchise; pay all sums owed; pay all damages and costs we incur in enforcing the termination provisions of the Franchise Agreement; return the Manual and other confidential information to us; return all signs to us; assign your telephone and facsimile numbers, electronic mail and internet addresses to us; sell to us, at our option, all assets of the Float Spa, including inventory, equipment, supplies and items bearing the Marks; and comply with the covenants not to compete.
j. Assignment of contract by franchisor	Franchise Agreement: Paragraph 14.6	We may sell or assign some or all of our business to any subsidiary or affiliate of True REST, any purchaser of True REST, or any purchaser of the Marks and related business.
k. "Transfer" by franchisee definition	Franchise Agreement: Paragraph 14.1	You may sell or assign your business, but only with our approval. We have sole discretion over whether to approve or disapprove an assignment.
l. Franchisor approval of transfer by franchisee	Franchise Agreement: Paragraphs 14.1 and 14.2	We have the right to approve all your transfers. We may place reasonable conditions on our approval of any transfer.
m. Conditions for franchisor approval of transfer	Franchise Agreement: Section 14.2	You must be in compliance with all agreements, the Manual, all contracts with any party, and transferee must assume all obligations under these agreements; transferee meet our then-current requirements and complete or agree to complete our training program for new

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		franchisees; all sums due must be paid; Franchisee must pay us a transfer fee and execute a general release (which shall be substantially similar to the form of General Release attached as **Exhibit ~~F~~E**); all obligations to third parties must be satisfied; the Float Spa must be in full compliance with the Manual and standards and specifications for new True REST Float Spas; the transferee must satisfactorily complete training.
n. Franchisor's right of first refusal to acquire franchisee's business	None	Not applicable.
o. Franchisor's option to purchase franchisee's business	Paragraph 15.4 I	We have the option**,** exercisable by giving 30 days written notice to purchase any and all inventory, equipment, furniture, fixtures, signs, sundries and supplies owned by you and used in the Float Spa, at the lesser of (i) your cost less depreciation computed on a reasonable straight line basis (as determined in accordance with generally accepted accounting principles and consistent with industry standards and customs) or (ii) fair market value of such assets, less (in either case) any outstanding liabilities of the Float Spa. In addition, we have the option to assume your lease for the lease location of the Float Spa, or if an assignment is prohibited, a sublease for the full remaining term on the same terms and conditions as your lease.
p. Death or disability of franchisee	Franchise Agreement: Paragraph 14.4	Must be transferred within six (6) months.
q. Non-competition covenants during the term of the franchise	Franchise Agreement: Paragraph 13	You must not have any interest in any competitive business specializing, in whole or in part, in the sale of franchises or products that are the same as or similar to any product or service provided through the Float Spa (subject to applicable state law.)
r. Non-competition covenants after the franchise is terminated or expires	Franchise Agreement: Paragraph 13	You must not operate a floatation therapy business similar to the True REST Float Spa from the premises for 2 years after termination (subject to applicable state law.)

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
s. Modification of the Franchise Agreement	Franchise Agreement: Paragraph 19	The Franchise Agreement can be modified only by written agreement between us and you. We can modify or change the System through changes in the Manual.
t. Integration/merger clause	Franchise Agreement: Paragraph 19	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises made outside the Disclosure Document and the Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Franchise Agreement: Paragraph 16	Except for claims relating to the confidential information or the Marks, any claim arising out of or relating to the Franchise Agreement or the relationship of the parties, and any controversy regarding the establishment of the fair market value of assets of the Float Spa is first subject to a face-to-face meeting, then non-binding mediation, and if unresolved, binding arbitration before a single arbitrator in San Diego County, California. These provisions are subject to state law.
v. Choice of forum	Franchise Agreement: Paragraph 16.2	Any action that is not subject to arbitration must be brought in state or federal court in San Diego County, California (subject to applicable state law.)
w. Choice of law	Franchise Agreement: Paragraph 16.3	California law applies (subject to applicable state law.)

MULTI-UNIT DEVELOPMENT AGREEMENT

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 MULTI-UNIT DEVELOPMENT AGREEMENT OR OTHER AGREEMENT	SUMMARY
a. Length of the term of the Multi-Unit Development Agreement	Section V	The rights granted under the Multi-Unit Development Agreement expire on the date of our acceptance and signing of a Franchise Agreement for the last Float Spa to be developed.

PROVISION	SECTION IN MULTI-UNIT DEVELOPMENT AGREEMENT OR OTHER AGREEMENT	SUMMARY
b. Renewal or extension of the term	Not Applicable	
c. Requirements for developer to renew or extend	Not Applicable	
d. Termination by developer	Not Applicable	The Multi-Unit Development Agreement does not contain a provision allowing you to terminate the Multi-Unit Development Agreement for any reason. Your right to terminate is subject to state law.
e. Termination by franchisor without cause	Not Applicable	The Multi-Unit Development Agreement does not provide for termination without cause.
f. Termination by franchisor with cause	Section VIII	If you are in default of the Multi-Unit Development Agreement, we will have cause to terminate the agreement. A default by you under the terms and conditions of the Multi-Unit Development Agreement, the Franchise Agreement, or any other such agreement, will, at our option, constitute a default under all such agreements.
g. "Cause" defined – curable defaults	Not Applicable	The Multi-Unit Development Agreement does not provide for defaults which can be cured.
h. "Cause" defined – non-curable defaults	Section VIII	The Multi-Unit Development Agreement will terminate automatically if you are adjudicated bankrupt or are otherwise involved in a bankruptcy proceeding, if a final judgment remains unsatisfied of record for 30 days or longer (unless bond is filed), if execution is levied against your business or property, if a mortgage or lien foreclosure suit is instituted against you and is not dismissed or in the process of being dismissed within 30 days, if you have failed to exercise options and enter into Franchise Agreements with us according to your Development Schedule, failed to comply with any other term or condition of the Multi-Unit Development Agreement, make or attempt to make an unapproved transfer or assignment of the Multi-Unit Development Agreement, or if you fail to

PROVISION	SECTION IN MULTI-UNIT DEVELOPMENT AGREEMENT OR OTHER AGREEMENT	SUMMARY
		comply with the terms and conditions of any Franchise Agreement or other agreement between you and us. A default by you under the terms and conditions of the Multi-Unit Development Agreement, the Franchise Agreement, or any other such agreement, will, at our option, constitute a default under all such agreements.
i. Developer's obligations on termination/ non-renewal	Section VIII(d)	You will lose your options to establish an individual Float Spa for which a Franchise Agreement has not been signed by us. A default under the Multi-Unit Development Agreement will not be considered a default under the Franchise Agreement, unless specified otherwise. If you are in default of the Multi-Unit Development Agreement but are not in default under any one or all of your Franchise Agreements, you may continue to operate the existing Float Spa(s) under the terms of their separate Franchise Agreements.
j. Assignment of contract by franchisor	Paragraph IX(a)	No restriction on our right to assign except that assignee must be financially responsible and economically capable of performing our obligations under the Multi-Unit Development Agreement and assignee must expressly assume and agree to perform these obligations.
k. "Transfer" by developer - defined	Section IX(c)	Includes transfer of assets and all rights under the contract or change of ownership.
l. Franchisor approval of transfer by developer	Section IX(c)	We have the right to approve all transfers by you but will not unreasonably withhold approval.
m. Conditions for franchisor approval of transfer	Section IX(c)	For a transfer to a third party, the transferee must meet our qualifications, successfully complete the training program and sign the current Multi-Unit Development Agreement. You will pay all sums owed to us and sign an agreement containing general release, as well as pay our then-current transfer fee. You must give us 90 days written notice before any

PROVISION	SECTION IN MULTI-UNIT DEVELOPMENT AGREEMENT OR OTHER AGREEMENT	SUMMARY
		sale or assignment of the Multi-Unit Development Agreement and 15 days written notice of any received offer to buy your interest in the Multi-Unit Development Agreement. You must give simultaneous written notice to us of any offer to sell an interest under the Multi-Unit Development Agreement made by you.
n. Franchisor's right of first refusal to acquire developer's business	Section IX(e)	We have the right of first refusal to purchase your ownership interest or assets which are for sale and for which you have received a good faith offer to purchase.
o. Franchisor's option to purchase developer's business	Section IX(e)	We have 15 days from notice of the offer to purchase your ownership interest or your assets at the same terms as contained in the offer.
p. Death or disability of developer	Not Applicable	See k., l. and m. above. While your death or disability is not specifically addressed in the Multi-Unit Development Agreement, a transfer of shares upon the death of an owner of the area developer (or a transfer of the agreement upon your death if you are an individual) would be treated the same as any other transfer.
q. Non-competition covenants during the term of the franchise	Section X	You must not divert or attempt to divert any business or customer to a competitor, or perform any act which may harm the goodwill associated with the Marks and the System; ~~employ or seek to employ any person then employed by us or another franchisee of a Float Spa or otherwise cause that person to leave his or her employ;~~ or own or otherwise have any interest in any "competitive business." You will also be bound by and comply with the covenants in each Franchise Agreement you sign with us. The covenants apply even if you have transferred your interest in the Multi-Unit Development Agreement. The term "Competitive Business" means any business (other than a True REST Float Spa)

PROVISION	SECTION IN MULTI-UNIT DEVELOPMENT AGREEMENT OR OTHER AGREEMENT	SUMMARY
		principally offering products substantially similar to the products and services than being offered by the majority of the True REST Float Spas. These provisions are subject to applicable state law.
r. Non-competition covenants after the franchise is terminated or expires	Section X(b)	You must not own or operate a Competitive Business for 2 years after the Multi-Unit Development Agreement is terminated within the Designated Territory or within a 10-mile radius of any True REST Float Spa. You will also be bound by and comply with the covenants in each Franchise Agreement signed with us. The covenants apply even if you have transferred your interest in the Multi-Unit Development Agreement. These provisions are subject to applicable state law.
s. Modification of agreement	Section XVI	The Multi-Unit Development Agreement can be modified only by written agreement between us and you.
t. Integration/ merger/clause	Section XVI	Only the terms of the Multi-Unit Development Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises made outside the Disclosure Document and the Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section XIX	Disputes/claims are first subject to a face-to-face meeting, then non-binding mediation, and if unresolved, binding arbitration before a single arbitrator in San Diego County, CA.
v. Choice of forum	Section XIX(e)	Any action will be brought in the appropriate state or federal court nearest to our then-current principal place of business (subject to applicable state law.)
w. Choice of law	Section XIX(h)	California law applies (subject to applicable state law.)

Applicable state law may require additional disclosures related to the information in this disclosure document. These additional disclosures appear in **Exhibit ~~G~~F**, State Specific Addenda, to this disclosure document.

ITEM 18 PUBLIC FIGURES

We do not currently use any public figure or personality to promote the franchise.

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

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

Historic Gross Sales Information

This Item 19 only includes information for Float Spas opened at least 12 months. We do not believe it is reliable to include sales information from Float Spas open fewer than twelve months.

Our affiliate True Rest, LLC owns and operates a Float Spa in Tempe, Arizona that has been open at least twelve months; our affiliate TR6969 Shea LLC owns and operates a Float Spa in Scottsdale, Arizona that has been open at least twelve months; our affiliate TRLA1 LLC owns and operates a Float Spa in San Diego, California that has been open at least twelve months; and our affiliate TR Austin, a California partnership, owns and operates a Float Spa in Omaha, Nebraska, that has been open for at least twelve months. ~~The sales information for the Float Spa in San Diego, California is not included in the tables below because it contains only two float pods, and we currently offer and sell only Float Spas with four or more float pods.~~

~~Thirty-One additional~~At the end of our last fiscal year, there were 40 Float Spas open and operated by franchisees. Thirty-eight of those Float Spas operated by franchisees ~~have been~~were open at least twelve months. These ~~31~~38 Float Spas contain between ~~three~~two and eight float pods and their sales information is included in the tables below.
The other two ~~Five~~ Float Spas operated by franchisees were not included in the tables below because ~~four~~they had been open less than twelve months ~~and one was a Float Kiosk with only two float pods. We no longer offer and sell franchises for Float Kiosks.~~ .

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

Annual Gross Sales for Float Spas Open At Least Twelve (12) Months (July ~~2021~~2022 - June ~~2022~~2023)

We believe that the most accurate measure of the franchise we offer is the amount of revenue generated per float pod, because Float Spas differ in the number of float pods they contain. Therefore, we rank here our franchisor/affiliate-owned and franchise-operated Float Spas by the number of float pods and the number of float sessions at each Float Spa. The Float Spas ranked in the tables below contain 3 to 8 float pods.

Some Float Spas have sold this amount. Your individual results may differ. There is no assurance that you will sell as much.

All Franchised Float Spas Containing At Least ~~3~~2 Float Pods and Open at Least 12 Months Ranked by the Number of Float Pods and Number of Float Sessions at Each Float Spa

Float Spa	No. of Float Pods	No. of Float Sessions	Gross Sales[(a)] Per Float Spa ($)	Average Sales Per Float Pod ($) [(b)]
1 ~~*~~	8	~~393~~8405	~~77,603.00~~568,944.00	~~9,700.38~~71,118.00
2	~~6~~7	~~11,472~~3209	~~759,174.07~~161,137.00	~~126,529.01~~23,019.57
3	6	~~9,027~~11461	~~745,981.50~~885,523.96	~~124,330.25~~147,587.33
4	6	~~9,015~~8446	~~821,254.99~~411,289.00	~~136,875.83~~68,548.17
5	6	~~8,273~~7831	~~498,720.00~~631,214.87	~~83,120.00~~105,202.48
6	6	~~7,964~~7519	~~433,991.00~~556,644.00	~~72,331.83~~92,774.00
7	6	~~7,776~~7517	~~598,663.67~~559,913.00	~~99,777.28~~93,318.83
8	6	~~7,670~~7360	~~436,632.50~~696,777.00	~~72,772.08~~116,129.50
9	6	~~7238~~7139	~~682,615.00~~714,675.24	~~113,769.17~~119,112.54
10	6	~~7,151~~6670	~~544,023.57~~559,566.26	~~90,670.60~~93,261.04
11	6	~~6,885~~5562	~~494,851.00~~451,766.68	~~82,475.17~~75,294.45
12	6	~~6,764~~5532	~~527,887.21~~414,307.00	~~87,981.20~~69,051.17
13	6	~~5,149~~5149	~~332,767.00~~359,674.72	~~55,461.17~~59,945.79
14	6	~~4,855~~4646	~~322,357.06~~305,584.12	~~53,726.18~~50,930.69
15	~~5~~6	~~8,562~~4520	~~552,586.90~~216,277.96	~~110,517.38~~36,046.33
16	~~5~~6	~~6,896~~3977	~~440,733.00~~228,526.33	~~88,146.60~~38,087.72
17	~~5~~6	~~6,327~~3220	~~450,774.32~~203,258.67	~~90,154.86~~33,876.45
18	5	~~5,275~~9633	~~238,827.00~~587,500.82	~~47,765.40~~117,500.16

Float Spa	No. of Float Pods	No. of Float Sessions	Gross Sales[a] Per Float Spa ($)	Average Sales Per Float Pod ($) [b]
19	5	4,1126557	329,402.00394,539.00	65,880.4078,907.80
20	5	3,5545261	287,482.14335,842.57	57,496.4367,168.51
21	45	7,8315043	629,995.54397,393.00	157,498.8979,478.60
22	45	7,2614132	390,162.00297,044.00	97,540.5059,408.80
23	45	6,8394023	459,077.51329,402.98	114,769.3865,880.60
24	45	5,7933811	359,380.67251,826.22	89,845.1750,365.24
25	4	4,5987957	343,504.00645,548.04	85,876.00161,387.01
26	4	449777335	390,823.00493,024.71	97,705.75123,256.18
27	4	3,8226565	297,182.26277,524.00	74,295.5769,381.00
28	4	3,3796228	235,267.00416,132.60	58,816.75104,033.15
29	4	3,3516206	201,031.44428,314.00	50,257.86107,078.50
30	4	3,2774424	204,919.26402,567.00	51,229.82100,641.75
31	4	3741	352,680.00	88,170.00
32	4	3437	261,112.86	65,278.22
33	4	3232	233,747.00	58,436.75
34	4	3190	217,012.00	54,253.00
35	4	2573	123,459.00	30,864.75
36	4	2364	133,005.18	33,251.30
3137	3	4,9795132	361,814.56389,436.09	120,604.85129,812.03
38	2	3026	223,729.00	111,864.50

* This Float Spa expanded from 4 to 8 float pods and was closed for approximately 8 months for renovations.

SPAS OWNED BY OUR AFFILIATES
RANKED BY THE NUMBER OF FLOAT PODS AND NUMBER OF FLOAT SESSIONS AT EACH FLOAT SPA

No. of Float Pods	No. of Float Sessions	Gross Sales[a] Per Float Spa ($)	Average Sales Per Float Pod ($) [b]
6	~~7,008~~3,733	~~403,203.98~~336,100.00	~~67,200.66~~56,016.67
~~6~~5	~~5,915~~5,609	~~349,948.11~~382,689.00	~~58,324.69~~76,537.80
~~5~~4	~~6,017~~4,246	~~441,561.56~~312,252.80	~~88,312.31~~78,063.20
2	2,428	200,876.00	100,438.00

Note (a): The term "Gross Sales" means the total revenues you derive, directly or indirectly from all business conducted upon, from or in connection with the Float Spa, less sales taxes or similar taxes imposed by governmental authorities.

Note (b): The "Average Sales Per Float Pod" were calculated by dividing the Gross Sales Per Float Spa by the number of Float Pods in the Float Spa. We do not track sales by Float Pod; and, therefore, the tables above do not contain the median sales per Float Pod. "Median" information is provided below in the following tables.

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The figures below are the expenses experienced by the ~~thirty~~thirty-eight (~~31~~38) franchised Float Spas noted above.

ACTUAL EXPENSES* OF OUR FRANCHISED OUTLETS AS A PERCENTAGE OF GROSS SALES

	MEDIAN** OF TOP ~~10~~12 SPAS			MEDIAN** OF MIDDLE ~~11~~13 SPAS			MEDIAN** OF BOTTOM 13 SPAS			AVERAGE ALL SPAS		
	TOTAL		PER POD	TOTAL		PER POD	TOTAL		PER POD	TOTAL		PER POD
Sales	~~6,392,148.74~~ 587,500.82	100.00%	~~118,174.391~~ 17,500.16	~~4,827,679.53~~ 451,766.68	100.00%	~~83,424.46~~ 90,353.34	~~527,887.21~~ 228,526.33	~~100~~100.00%	~~87,981.2038~~ ,087.72	~~13,449,484.17~~ 15,115,919.88	100.00%	~~83,537.1778~~ ,320.83
Cost of Goods (Only includes cost to keep pods usable)	~~167,685.02~~21,498.72	~~2.62~~3.66%	~~3,224.71~~ 4,299.74	~~231,474.15~~ 37,428.55	~~4.79~~8.28%	~~4,133.47~~ 7,485.71	~~20,870.00~~44,687.15	~~3.95~~19.55%	~~3,478.33~~ 7,447.86	~~578,506.48~~1,070,435.69	~~4.30~~7.08%	~~3,593.21~~5,546.30
Gross Profit	~~6,224,463.72~~566,002.10	~~97.38~~96.34%	~~114,949.681~~ 13,200.42	~~4,596,205.38~~ 414,338.13	~~95.21~~91.72%	~~79,290.99~~ 82,867.63	~~507,017.21~~183,839.18	~~96.05~~80%	~~84,502.87~~ 30,639.86	~~12,870,977.69~~ 14,045,484.19	~~96~~93%	~~79,943.96~~ 72,774.53
Rent	~~759,288.80~~69,730.00	~~11.88~~11.87%	~~14,601.713~~ ,946.00	~~812,896.40~~ 94,206.72	~~16.84~~20.85%	~~14,516.01~~ 18,841.34	~~103,369.40~~ 109,890.24	~~19.58~~48.09%	~~17,228.23~~ 18,315.04	~~2,388,786.643~~, 319,480.59	~~17.76~~21.96%	~~14,837.18~~ 17,199.38
Utilities	~~116,329.76~~ 9,412.00	~~1.82~~1.60%	~~2,237.11~~ 1,882.40	~~137,929.50~~ 25,293.63	~~2.86~~5.60%	~~2,463.03~~ 5,058.73	~~11,924.87~~ 31,942.25	~~2.26~~13.98%	~~1,987.48~~ 5,323.71	~~365,072.57~~611,772.66	~~2.71~~4.05%	~~2,267.53~~ 3,169.81
Repairs and Maintenance	~~73,179.12~~1,570.00	~~1.14~~0.27%	~~1,407.29~~ 314.00	~~67,559.09~~ 4,425.34	~~1.40~~0.98%	~~1,206.41~~ 885.07	~~14,079.00~~ 21,482.05	~~2.67~~9.40%	~~2,346.50~~ 3,580.34	~~195,999.61~~343,136.99	~~1.46~~2.27%	~~1,217.39~~ 1,777.91
Insurance	~~68,988.85~~3,284.00	~~1.08~~0.56%	~~1,326.71~~ 656.80	~~53,189.91~~ 4,785.01	~~1.10~~1.06%	~~949.82~~ 957.00	~~3,209.22~~10,604.09	~~0.61~~4.64%	~~534.87~~1,767.35	~~206,181.64~~252,796.14	~~1.53~~1.67%	~~1,280.63~~ 1,309.82
Total Occupancy	~~1,017,786.53~~ 83,996.00	~~15.92~~14.30%	~~19,572.8216~~ ,799.20	~~1,071,574.90~~ 128,710.70	~~22.20~~28.49%	~~19,135.27~~ 25,742.14	~~132,582.49~~ 173,918.63	~~25.12~~76.10%	~~22,097.08~~ 28,986.44	~~3,156,040.464~~, 527,186.38	~~23.47~~29.95%	~~19,602.74~~ 23,456.92
Payroll (Staff Only)	~~1,121,344.02~~118,909.00	~~17.54~~20.24%	~~21,564.3123~~ ,781.80	~~1,218,989.32~~ 144,797.03	~~25.25~~32.05%	~~21,767.67~~ 28,959.41	~~76,340.27~~137,411.35	~~14.46~~60.13%	~~12,723.38~~ 22,901.89	~~2,976,336.054~~, 293,203.81	~~22.13~~28.40%	~~18,486.56~~ 22,244.58
Payroll Taxes (Staff Only)	~~173,429.83~~19,6	~~2.71~~3.34%	~~3,335.19~~ 3,920.40	~~179,680.85~~ 16,695.93	~~3.72~~3.70%	~~3,208.59~~ 3,339.19	~~9,776.62~~42,7	~~1.85~~18.73%	~~1,629.44~~ 7,133.04	~~417,229.15~~692	~~3.10~~4.58%	~~2,591.49~~ 3,590.32

	MEDIAN** OF TOP 1012 SPAS			MEDIAN** OF MIDDLE 1113 SPAS			MEDIAN** OF BOTTOM 13 SPAS			AVERAGE ALL SPAS		
	TOTAL		PER POD	TOTAL		PER POD	TOTAL		PER POD	TOTAL		PER POD
	02.00						98.23			,931.80		
Total Staff Payroll	1,294,773.8513 8,511.00	20.2623. 58%	24,899.50 2,715.90	1,398,670.17 161,492.96	28.9735. 75%	21,767.67 28,959.41	86,116.89162 ,880.00	16.3171. 27%	14,352.82 27,146.67	3,393,565.204, 968,806.02	25.2332. 87%	21,078.04 25,834.90
Marketing Fund Contribution	122,816.3011,1 82.79	1.921.90 %	2,361.85 2,236.56	91,626.5410,1 88.47	1.902.26 %	1,636.19 2,037.69	10,797.63 5,153.98	2.052.26 %	1,799.61 859.00	269,944.19331 ,241.42	2.012.19 %	1,676.67 1,716.28
Local Advertising	481,636.7455,5 71.93	7.539.46 %	9,262.2511, 114.39	323,220.04 22,538.46	6.704.99 %	5,771.794,5 07.69	50,963.95 52,901.35	9.6523.1 5%	8,493.99 8,816.89	1,061,399.361, 785,913.35	7.8911.8 1%	6,592.54 9,253.44
Total Advertising	604,453.0466,7 54.72	9.4611.3 6%	11,624.1013 ,350.94	414,846.58 32,726.93	8.597.24 %	8,296.93 6,545.39	61,761.58 58,055.33	11.7025. 40%	10,293.60 9,675.89	1,331,343.552, 079,689.23	9.9014.0 1%	8,269.2110, 969.71
Business License, Misc. Professional Fees, Admin Expenses	90,706.765,975 .00	1.421.02 %	1,744.36 1,195.00	125,511.88 14,439.53	2.603.20 %	2,241.28 2,887.91	8,967.9110,2 65.75	1.704.49 %	1,494.65 1,710.96	282,529.94464 ,096.77	2.103.07 %	1,754.84 2,404.65
Computer, Internet, Phone	39,252.531,122 .00	0.610.19 %	754.86 224.40	104,826.91 10,314.69	2.172.28 %	1,871.91 2,062.94	20,447.17 -	3.870.00 %	3,407.86 -	173,289.43226 ,115.66	1.291.50 %	1,076.33 1,171.58
Bank & Merchant Fees	76,676.7623,70 9.40	1.204.04 %	1,474.55 4,741.88	63,155.39 627.71	1.310.14 %	1,127.77 125.54	170.67 300.00	0.030.13 %	28.45 50.00	279,268.42237 ,920.30	2.081.57 %	1,734.59 1,232.75
Other Expenses	189,155.443,32 2.00	2.960.57 %	3,637.60 664.40	146,504.92 14,032.96	3.033.11 %	2,616.16 2,806.59	40,549.10 11,955.19	7.685.23 %	6,758.18 1,992.53	403,186.46551 ,065.56	3.003.65 %	2,504.26 2,855.26
Total Admin & Other	395,791.4934,1 28.40	6.195.81 %	7,611.37 6,825.68	439,999.10 39,414.89	9.118.72 %	7,857.13 7,882.98	70,134.85 22,520.94	13.299.8 5%	11,689.14 3,753.49	1,138,274.251, 464,370.44	8.469.69 %	7,070.03 7,664.24
Expenses	3,312,804.9132 3,390.12	51.8355. 05%	63,707.7964 ,678.02	3,325,090.75 362,345.48	68.8880. 21%	59,376.62 72,469.10	350,595.8141 7,374.90	66.4118 2.64%	58,432.64 69,562.48	9,019,223.461 3,040,052.07	67.0686. 27%	56,020.02 67,565.04
Royalty Fee		5.965.71	7,321.28	284,221.32	5.896.77	5,075.38	32,392.75	6.146.77	5,398.79		6.226.58	5,196.33

	MEDIAN** OF TOP 1012 SPAS			MEDIAN** OF MIDDLE 1113 SPAS			MEDIAN** OF BOTTOM 13 SPAS			AVERAGE ALL SPAS		
	TOTAL		PER POD	TOTAL		PER POD	TOTAL		PER POD	TOTAL		PER POD
	380,706.3633,548.34	%	6,709.67	30,565.38	%	6,113.08	15,461.91	%	2,576.99	836,608.82995,195.10	%	5,156.45
Total Expenses	3,693,511.27356,938.46	57.7861 %	71,029.0671,387.69	3,609,312.07392,910.86	74.7687 %	64,452.0078,582.17	382,988.56432,836.81	72.55189.40%	63,831.438,487.00	9,855,832.2814,035,247.17	73.2892.85%	61,216.3572,721.49
Net Profit	2,530,952.45209,063.64	39.5935.59%	48,672.1641,812.73	986,893.3121,427.27	20.444.74%	14,838.994,285.45	124,028.65(248,997.63)	23.50108.96%	20,671.44 (41,499.61)	3,015,145.4110,237.02	22.420.07%	18,727.6153.04

ACTUAL EXPENSES* OF OUR BOTTOM 10 FRANCHISED OUTLETS AS A PERCENTAGE OF GROSS SALES

	BOTTOM 10		
	TOTAL		PER POD
Sales	2,229,655.90	100.00%	52,266.62
Cost of Goods (Only includes cost to keep pods usable)	179,347.31	8.04%	3,383.91
Gross Profit	2,050,308.59	92%	48,882.71
Rent	816,601.44	36.62%	15,407.57
Utilities	110,813.31	4.97%	2,090.82
Repairs and Maintenance	55,261.40	2.48%	1,042.67
Insurance	84,002.88	3.77%	1,584.96
Total Occupancy	1,066,679.03	47.84%	20,915.28
Payroll (Staff Only)	636,002.71	28.52%	12,000.05
Payroll Taxes (Staff Only)	64,118.47	2.88%	1,209.78
Total Staff Payroll	700,121.18	31.40%	13,727.87

	BOTTOM 10		
	TOTAL		PER POD
Marketing Fund Contribution	55,501.35	2.49%	1,047.20
Local Advertising	256,542.58	11.51%	4,840.43
Total Advertising	312,043.93	14.00%	6,118.51
Business License, Misc. Professional Fees, Admin Expenses	66,311.30	2.97%	1,251.16
Computer, Internet, Phone	29,209.99	1.31%	551.13
Bank & Merchant Fees	139,436.27	6.25%	2,630.87
Other Expenses	67,526.10	3.03%	1,274.08
Total Admin & Other	302,483.66	13.57%	5,931.05
Expenses	2,381,327.80	106.80%	44,930.71
Royalty Fee	171,681.14	7.70%	3,239.27
Total Expenses	2,553,008.94	114.50%	48,169.98
Net Profit	(502,700.35)	-22.55%	(9,484.91)

The figures below are the expenses experienced by our ~~three~~four (~~3~~4) company/affiliate-owned Float Spas.

ACTUAL EXPENSES* OF OUR COMPANY/AFFILIATE-OWNED OUTLETS AS A PERCENTAGE OF GROSS SALES

	TOTAL		PER POD
Sales	~~1,194,713.65~~895,817.80	100.00%	~~62,879.67~~81,437.98
Cost of Goods (Only includes cost to keep pods usable)	~~55,906.89~~102,180.61	~~4.68~~11.41%	~~2,942.47~~9,289.15
Gross Profit	~~1,138,806.76~~793,637.19	~~95.32~~88.59%	~~59,937.20~~72,148.84
Rent	~~258,903.49~~246,872.00	~~21.67~~27.56%	~~13,626.50~~22,442.91
Utilities	~~37,633.84~~48,652.59	~~3.15~~5.43%	~~1,980.73~~4,422.96
Repairs and Maintenance	~~24,052.73~~17,911.32	~~2.01~~2.00%	~~1,265.93~~1,628.30
Insurance	~~10,298.70~~12,676.08	~~0.86~~1.42%	~~542.04~~1,152.37
Total Occupancy	~~330,888.76~~326,111.99	~~27.70~~36.40%	~~11,409.96~~29,646.54
Payroll (Staff Only)	~~276,342.18~~370,772.60	~~23.13~~41.39%	~~14,544.33~~33,706.60
Payroll Taxes (Staff Only)	~~47,328.89~~38,556.31	~~3.96~~4.30%	~~2,490.99~~3,505.12

	TOTAL		PER POD
Total Staff Payroll	~~323,671.07~~409,328.91	~~27.09~~45.69%	~~11,161.07~~37,211.72
Marketing Fund Contribution	~~26,998.68~~22,441.33	~~2.37~~2.83%	~~1,420.98~~2,040.12
Local Advertising	~~124,525.13~~131,945.71	~~10.42~~14.73%	~~6,553.95~~11,995.06
Total Advertising	~~151,523.81~~154,387.04	~~12.79~~17.56%	~~5,224.96~~14,035.19
Business License, Misc. Professional Fees, Admin Expenses	~~7,542.88~~14,674.82	~~0.63~~1.64%	~~396.99~~1,334.07
Computer, Internet, Phone	~~37,629.86~~49,548.13	~~3.15~~5.53%	~~1,980.52~~4,504.38
Bank & Merchant Fees	~~196.80~~2,616.50	~~0.02~~0.29%	~~10.36~~237.86
Other Expenses	~~9,184.76~~10,073.34	~~0.77~~1.12%	~~483.41~~915.76
Total Admin & Other	~~54,554.30~~76,912.79	~~4.57~~8.59%	~~1,881.18~~6,992.07
Expenses	~~860,637.94~~966,740.73	~~72.04~~107.92%	~~45,296.73~~87,885.52
Royalty Fee	~~80,996.21~~68,299.04	~~6.78~~7.62%	~~4,262.96~~6,209.00
Total Expenses	~~941,634.15~~1,035,03	~~78.82~~115.54%	~~49,559.69~~94,094.

	TOTAL		PER POD
	9.77		52
Net Profit	~~197,172.61~~ (241,402.58)	~~16.50~~ 26.95%	~~10,377.51~~ (21,945.69)

* These charts do not include interest on any loans or financing that you may incur in purchasing equipment or float pods or building out your Float Spa. Please refer to Item 7 for Estimated Initial Investment costs.

** "Median" means the data point that is in the center of all data points used. That number is found by examining the total number of data points and finding the middle number in that set. In the event the number of data points is an odd number, the median will be the center number. If the dataset contains an even number of data points, the median is reached by taking the two numbers in the middle, adding them together, and dividing by two.

Notes & Explanations:

Note 1: Costs of Goods Sold is the costs of the Epsom salts, ear plugs, Vaseline, and chemicals used within the float pods.

Note 2: Occupancy. Rent is the single greatest driver of Occupancy Costs. Because the float pods filter 24 hours a day, and maintain their heat, electricity costs are the single greatest component of Utilities Costs.

Note 3: Payroll. The expense represented here is for staff only and does not include any salary or draws to the owner. This expense includes payroll taxes as related expenses. Your payroll costs will vary depending on whether you manage the Float Spa yourself and whether you pay yourself a salary, benefits, or healthcare. Similarly, if you hire staff, your payroll expense will vary depending on what you pay them, whether they are full-time or part-time, and whether you provide benefits. Consult with a human resource professional or employment attorney in your jurisdiction for advice about required benefits, overtime, or other potential expenses.

Note 4: Marketing Fund Contribution. This amount is payable to us, weekly, and shall be used by us in accordance with Section 9.1 of the Franchise Agreement.

Note 5: Local Marketing. Pursuant to Section 5.6 of the Franchise Agreement, you agree to spend up to 3% of your Gross Sales each month on local marketing activities that you direct.

Note 6: Admin & Other. These are general business expenses that a small business might incur for subscriptions, business licenses, and professional fees to accountants, bookkeepers, or attorneys, along with internet and phone charges. You will pay a bank to process credit card charges, which makes up the bulk of your Merchant Fees.

Note 7: Net Profit. "Net Profit" is the amount remaining after ordinary and routine expenses listed here, and royalties are deducted from Gross Sales. This amount does not include interest, income taxes, depreciation, or amortization.

You should conduct an independent investigation of the costs and expenses you will incur in operating your True REST Float Spa. Franchisees or former franchisees, listed in the franchise disclosure document, may be one source of this information.

Other than the preceding financial performance representation, True REST Franchising, LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting James Rowe, at 1001 B Avenue, Suite 102, Coronado, California 92118 or (619) 365-4321, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

TABLE 1
SYSTEMWIDE OUTLET SUMMARY
FOR YEARS ~~2020~~2021 TO ~~2022~~2023

OUTLET TYPE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS AT THE END OF THE YEAR	NET CHANGE
~~FRANCHISED~~	~~2020~~	~~25~~	~~28~~	~~+3~~
FRANCHISED	2021	28	31	+3
	2022	31	36	+5
~~COMPANY-OWNED *~~	~~2020~~2023	~~7~~36	~~6~~40	~~-1~~+4
COMPANY-OWNED *	2021	6	5	-1
	2022	5	4	-1
~~TOTAL OUTLETS~~	~~2020~~2023	~~32~~4	~~34~~4	~~+2~~0
TOTAL OUTLETS	2021	34	36	+2
	2022	36	40	+4
	2023	40	44	+4

*One of the Company-owned Outlets is owned and operated by our affiliate, True REST, LLC. We have an ownership interest through our affiliates, TR 6969 LLC, TRLA 1 LLC, and TR Austin, in the other Company-owned Outlets.

TABLE 2
TRANSFER OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN TRUE REST FRANCHISING, LLC)
FOR THE YEARS ~~2020~~2021 TO ~~2022~~2023

STATE	YEAR	NUMBER OF TRANSFERS
~~ARIZONA~~	~~2020~~	~~0~~
ARIZONA	2021	1
	2022	0
~~CALIFORNIA~~	~~2020~~2023	0
CALIFORNIA	2021	1
	2022	1
	2023	0
GEORGIA	2021	0
	2022	~~1~~0
~~GEORGIA~~	~~2020~~2023	0
MICHIGAN	2021	0
	2022	0
~~MICHIGAN~~	~~2020~~2023	0
NEBRASKA	2021	0
	2022	0

STATE	YEAR	NUMBER OF TRANSFERS
~~NEBRASKA~~	~~2020~~2023	0
NEVADA	2021	0
	2022	0
~~NEVADA~~	~~2020~~2023	0
NEW HAMPSHIRE	2021	0
	2022	0
~~NEW HAMPSHIRE~~	~~2020~~2023	0
NEW JERSEY	2021	0
	2022	0
~~NEW JERSEY~~	~~2020~~2023	0
NEW MEXICO	2021	0
	2022	0
~~NEW MEXICO~~	~~2020~~2023	0
NORTH CAROLINA	2021	0
	2022	0
~~NORTH CAROLINA~~	~~2020~~2023	0
OHIO	2021	0
	2022	0
~~OHIO~~	~~2020~~2023	~~2~~0
PENNSYLVANIA	2021	0
	2022	0
~~PENNSYLVANIA~~	~~2020~~2023	0
TENNESSEE	2021	0
	2022	0
~~TENNESSEE~~	~~2020~~2023	~~0~~1
TEXAS	2021	0
	2022	0
~~TEXAS~~	~~2020~~2023	0
UTAH	2021	0
	2022	~~0~~1
~~UTAH~~	~~2020~~2023	0
TOTAL OUTLETS	2021	~~0~~2
	~~2022~~	~~1~~
~~TOTAL OUTLETS~~	~~2020~~2022	2
	~~2021~~2023	~~2~~1
	~~2022~~	~~2~~

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TABLE 3
STATUS OF SINGLE UNIT FRANCHISE OUTLETS
FOR YEARS ~~2020~~2021 TO ~~2022~~2023

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	TERMI-NATIONS	NON-RENEWALS	REACQUIRED BY FRANCHISOR	CEASED OPERATIONS -OTHER REASONS	OUTLETS AT END OF THE YEAR
~~AZ~~	~~2020~~	~~4~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~4~~
AZ	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
~~CA~~	~~2020~~ 2023	4	0	0	0	0	0	4
CA	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
~~FL~~	~~2020~~ 2023	~~0~~4	~~1~~0	0	0	0	0	~~1~~4
FL	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
~~GA~~	~~2020~~ 2023	1	0	0	0	0	0	1
GA	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
~~IL~~	~~2020~~ 2023	~~0~~1	~~0~~1	0	0	0	0	~~0~~2
IL	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
~~MI~~	~~2020~~ 2023	1	0	0	0	0	0	1
MI	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
~~NE~~	~~2020~~ 2023	1	~~0~~1	0	0	0	0	~~1~~2
NE	2021	1	0	0	0	1	0	0
	2022	0	0	0	0	0	0	0
~~NV~~	~~2020~~ 2023	~~1~~0	0	0	0	0	0	~~1~~0
NV	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
~~NH~~	~~2020~~ 2023	~~0~~1	0	0	0	0	0	~~0~~1
NH	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
~~NJ~~	~~2020~~	1	~~1~~0	0	0	0	0	~~2~~1

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	TERMI-NATIONS	NON-RENEWALS	REACQUIRED BY FRANCHISOR	CEASED OPERATIONS -OTHER REASONS	OUTLETS AT END OF THE YEAR
	2023							
NJ	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
~~NM~~	~~2020~~ 2023	~~1~~2	0	0	0	0	0	~~1~~2
NM	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
~~NC~~	~~2020~~ 2023	1	~~1~~0	0	0	0	0	~~2~~1
NC	2021	2	1	0	0	0	0	3
	2022	3	0	0	0	0	0	3
~~OH~~	~~2020~~ 2023	~~5~~3	~~0~~1	0	0	0	0	~~5~~4
OH	2021	5	0	0	0	0	0	5
	2022	5	1	0	0	0	0	6
~~PA~~	~~2020~~ 2023	~~2~~6	0	0	0	0	0	~~2~~6
PA	2021	2	0	0	0	0	0	2
	2022	2	1	0	0	0	0	3
~~TN~~	~~2020~~ 2023	~~1~~3	0	0	0	0	0	~~1~~3
SC	2021	~~1~~0	0	0	0	0	0	~~1~~0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
TN	~~2022~~ 2021	1	0	0	0	0	0	1
~~TX~~	~~2020~~ 2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
TX	2021	1	2	0	0	0	0	3
	2022	3	1	0	0	0	0	4
~~UT~~	~~2020~~ 2023	~~1~~4	0	0	0	0	0	~~1~~4
UT	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
~~TOTAL~~	~~2020~~ 2023	~~25~~2	~~3~~0	0	0	0	0	~~28~~2
TOTAL	2021	28	4	0	0	1	0	31
	2022	31	5	0	0	0	0	36
	2023	36	4	0	0	0	0	40

TABLE 4
STATUS OF COMPANY-OWNED OUTLETS*
FOR YEARS ~~2020~~2021 TO ~~2022~~2023

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	OUTLETS REACQUIRED FROM FRANCHISEE	OUTLETS CLOSED	OUTLETS SOLD TO FRANCHISEE	OUTLETS AT END OF THE YEAR
AZ	~~2020~~ 2021	2	0	0	0	0	2
	~~2021~~ 2022	2	0	0	0	0	2
	~~2022~~ 2023	2	0	0	0	0	2
~~CA~~	~~2020~~	~~4~~	~~0~~	~~0~~	~~1~~	~~0~~	~~3~~
CA	2021	3	0	0	2	0	1
	2022	1	0	0	0	0	1
~~NE~~	~~2020~~ 2023	~~0~~1	0	0	0	0	~~0~~2
NE	2021	0	0	1 **	0	0	1
	2022	1	0	0	0	0	1
~~TX~~	~~2020~~ 2023	1	0	0	0	0	1
TX	2021	1	0	0	0	0	1
	2022	1	0	0	0	1	0
~~TOTAL~~	~~2020~~ 2023	~~7~~0	0	0	~~1~~0	0	~~6~~0
TOTAL	2021	6	0	1	2	0	5
	2022	5	0	0	0	1	4
	2023	4	0	0	0	0	4

*One of the Company-owned Outlets is owned and operated by our affiliate, True REST, LLC. We have an ownership interest through our affiliates, TR 6969 LLC, TRLA 1 LLC, and TR Austin, in the other Company-owned Outlets.

**Our affiliate True REST, LLC acquired a majority interest in this outlet and operates it with a former franchisee, who still holds a minority interest in the franchise.

TABLE 5

PROJECTED OPENINGS AS OF JUNE 30, ~~2022~~2023

STATE	FRANCHISE AGREEMENTS SIGNED BUT OUTLETS NOT OPENED	PROJECTED NEW FRANCHISED OUTLETS IN THE NEXT FISCAL YEAR	PROJECTED NEW COMPANY-OWNED OUTLETS IN THE NEXT FISCAL YEAR
California	2	~~1~~2	0
Florida	2	2	0
Georgia	1	1	0
~~Michigan~~Mississippi	1	1	0
~~New Jersey~~	~~1~~	~~0~~	~~0~~
~~North Carolina~~New Jersey	1	1	0
~~Ohio~~	~~1~~	~~0~~	~~0~~
Texas	1	1	0
Utah	1	~~0~~1	0
Virginia	1	1	0
TOTAL	~~12~~10	~~8~~10	0

A list of the names, addresses and telephone numbers of our current franchisees as of the Issuance Date of this disclosure document is attached as **Exhibit ~~H~~G**.

A list of the names, addresses and telephone numbers of our franchisees who have had a franchise terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the issuance date of this franchise disclosure document, is attached as **Exhibit ~~I~~H.**

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

Confidentiality Clauses

In the last three fiscal years, none of our franchisees have entered any confidentiality agreements that restrict their ability to speak openly about their experience with our franchise system.

Trademark-Specific Franchisee Organizations

There are no trademark-specific franchisee organizations.

ITEM 21 FINANCIAL STATEMENTS

Attached to this disclosure document, as **Exhibit C,** are our audited financial statements for our fiscal years ended June 30, ~~2022~~2023, June 30, ~~2021~~2022, and June 30, ~~2020~~2021, and our unaudited financial statements for the period ended October 31, 2023.

ITEM 22 CONTRACTS

The following agreements are attached to this disclosure document:

Exhibit A	Franchise Agreement and Exhibits
	Exhibit 1 Authorized Location Addendum
	Exhibit 2 Electronic Funds Transfer Agreement
	Exhibit 3 Electronic Debit Authorization
	Exhibit 4 Guarantee
	Exhibit 5 Addendum to Lease
~~Exhibit D~~	~~Statement of Prospective Franchisee~~
Exhibit ~~F~~E	Form of General Release
Exhibit ~~G~~F	State Specific Addenda
Exhibit ~~J~~I	Multi-Unit Development Agreement

ITEM 23 RECEIPTS

Our and your copies of the Franchise Disclosure Document Receipt are located on the last two pages of this disclosure document, as Exhibit ~~L~~K.

Exhibit A
To Franchise Disclosure Document

FRANCHISE AGREEMENT AND RELATED EXHIBITS

TRUE REST FRANCHISING, LLC

FRANCHISE AGREEMENT AND RELATED EXHIBITS

TRUE REST FRANCHISE AGREEMENT
TABLE OF CONTENTS

SECTION		PAGE
1.	GRANT OF FRANCHISE; LOCATION	1
2.	ACCEPTANCE BY FRANCHISEE	3
3.	TERM AND RENEWAL	4
4.	TRADEMARK STANDARDS	5
5.	FEES	6
6.	FRANCHISOR SERVICES	~~9~~8
7.	FACILITY STANDARDS, LEASE AND CONSTRUCTION	12
8.	FLOAT SPA IMAGE AND OPERATING STANDARDS	14
9.	ADVERTISING AND MARKETING	~~18~~19
10.	FINANCIAL REPORTS, AUDITS, COMPUTER SYSTEM AND INSURANCE REQUIREMENTS	~~20~~21
11.	RELATIONSHIP OF THE PARTIES; INDEMNIFICATION	~~24~~25
12.	CONFIDENTIAL INFORMATION	~~25~~26
13.	COVENANTS NOT TO COMPETE	~~26~~27
14.	TRANSFER OF INTEREST	~~27~~28
15.	DEFAULT AND TERMINATION OF AGREEMENT	~~29~~30
16.	RESOLUTION OF DISPUTES	34
17.	MISCELLANEOUS PROVISIONS	37
18.	ACKNOWLEDGMENTS	~~39~~40
19.	ENTIRE AGREEMENT	~~40~~41
20.	NO WAIVER OR DISCLAIMER OF RELIANCE IN CERTAIN STATES	41

EXHIBITS

EXHIBIT 1	AUTHORIZED LOCATION ADDENDUM
EXHIBIT 2	ELECTRONIC FUNDS TRANSFER AGREEMENT
EXHIBIT 3	ELECTRONIC DEBIT AUTHORIZATION
EXHIBIT 4	GUARANTEE, INDEMNIFICATION AND ACKNOWLEDGEMENT
EXHIBIT 5	ADDENDUM TO LEASE

TRUE REST
FRANCHISE AGREEMENT

This True REST Franchise Agreement (this "Agreement") is entered into as of the ____ day of _____, 20___ between TRUE REST FRANCHISING, LLC, an Arizona limited liability company, doing business as "True REST" ("Franchisor") and _____, or his/her/their assignee, if a partnership, corporation or limited liability company is later formed ("Franchisee"), upon the following terms, conditions, covenants and agreements:

RECITALS

A. Franchisor owns and has developed and administers a system, including a float pod, floatation therapy techniques and methods, trade secrets, copyrights, confidential and proprietary information and other intellectual property rights (the "System") for the establishment and operation of businesses offering floatation therapy at spas with 3 to 6 float pods ("Float Spas"). Such businesses are identified by the "True REST" trade name and other trademarks and service marks licensed hereunder (the "Marks").

B. The System includes the Marks and trade secrets, proprietary methods and information and procedures for the establishment and operation of True REST® Float Spas, including, without limitation, confidential manuals (collectively, the "Manual"), floatation therapy methods, floatation equipment and chemicals, furniture and fixtures, marketing, advertising and sales promotions, cost controls, accounting and reporting procedures, distinctive interior design and display procedures, and color scheme and decor.

C. Franchisor grants to qualified persons who are willing to undertake the required investment and effort, a license to establish and operate a True REST® Float Spa.

D. Franchisee desires to obtain a license to use the System in the development and operation of a True REST Float Spa at the location specified in this Agreement (the "Float Spa").

~~E. Franchisee has independently investigated the business contemplated by this Agreement, and recognizes that the nature of the business may change over time, that an investment in a True REST Float Spa involves business risks, and that the venture's success depends primarily upon Franchisee's business abilities and efforts.~~

NOW, THEREFORE, in consideration of the foregoing, the fees and other sums payable by Franchisee and of the mutual covenants contained in this Agreement, the parties agree as follows:

1. GRANT OF FRANCHISE; LOCATION

1.1 **Grant**. Franchisor grants to Franchisee the non-exclusive right and license to:

A. Establish and operate a single Float Spa utilizing only the System and the Marks, at a location that has been authorized by Franchisor (the "Authorized Location"), in accordance with the provisions and for the term specified in this Agreement;

B. Use the Marks of Franchisor under the terms of this Agreement to identify and promote the Float Spa offered hereunder; and

C. Use the proprietary floatation therapy methods and know-how, as set forth periodically in Franchisor's operations manual, other manuals, training programs, or otherwise communicated to Franchisee.

1.2 **Site Acceptance Process**. Before Franchisor considers accepting a location for the Float Spa, Franchisee must submit to Franchisor a complete report containing all information Franchisor may reasonably request concerning the proposed location, including, without limitation, population density, demographics, proximity to other Float Spas, available parking, traffic flow and entrance to and exit from the site (the "Location Report"). Franchisor shall deliver to Franchisee written acceptance or rejection of a proposed location within 30 days after Franchisor receives the Location Report. Franchisor's approval of the proposed site shall be deemed to be a binding addendum to this Agreement upon Franchisor and Franchisee's execution of Exhibit 1, which is attached hereto and incorporated herein by reference, and which will set forth the Authorized Location. Franchisor agrees not to unreasonably withhold its acceptance of a site that meets its site criteria. Franchisee acknowledges that Franchisor's approval of a proposed site is permission only and not an assurance or guaranty to Franchisee of the availability, suitability or success of a location, and cannot create a liability for Franchisor. While Franchisor will provide site selection assistance as specified in Section 6.1 herein, Franchisee alone is ultimately responsible for selecting and developing an acceptable location for the Float Spa. Franchisee agrees to hold Franchisor harmless with respect to the selection of the Authorized Location by Franchisee. Franchisee must obtain lawful possession of an Authorized Location by lease, purchase or other method and open for regular, continuous business within ~~nine~~twelve (~~9~~12) months of the date that Franchisor accepts this Agreement. The opening date may be extended an additional three (3) months in certain instances, as explained in Section 2.2D, below. Franchisor has the right to terminate this Agreement if Franchisee fails to select a site for the Float Spa that is acceptable to Franchisor, within the time period allotted above.

1.3 **Authorized Location & Protected Territory**. If the Authorized Location has not been identified at the time this Agreement is signed, Franchisee must identify a site approved by Franchisor within the following Designated Market Area: _____.
Once the Authorized Location for the Float Spa has been identified in the Authorized Location Addendum, attached hereto as Exhibit 1, Franchisor agrees that, so long as Franchisee is in good standing, neither it nor its affiliates will operate or establish, or authorize another True REST franchisee to operate or establish, a Float Spa using the System or Marks within a certain geographic area ("Protected Territory") around the Authorized Location. The Protected Territory may be a radius up to three (3) miles around the Authorized Location (as measured from the outside walls of the Float Spa) in suburban environments, and, in Franchisor's sole discretion, the Protected Territory may also include an area defined by a zip code(s) mutually agreed upon by Franchisor and Franchisee. In dense urban environments, such as~~,~~ downtown metropolitan areas, the Protected Territory may be a radius of less than one (1) mile from the primary customer entrance of the Float Spa. The Protected Territory will be defined in Exhibit 1, hereto. Franchisee agrees not to solicit business from customers in another True REST franchisee's protected territory.

1.4 **Rights Reserved to Franchisor**.

A. Except for the right to operate a single Float Spa from the Authorized Location, Franchisee is not granted any rights to use the System and Marks in connection with any other channel of commerce or method of distribution, including, without limitation, distribution of products or services

through any temporary or mobile facilities, sales through retail stores that do not operate under the Marks, sales made at wholesale, or sales via the Internet (collectively, the "Alternative Channels of Distribution"), all such rights being retained by Franchisor.

B. Notwithstanding anything to the contrary in this Agreement or otherwise, Franchisor and/or any of Franchisor's affiliates can acquire, be acquired by, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not), with units located anywhere, and including arrangements in which (i) other units are (or are not) converted to the True REST® brand or other format (including using the System and/or Marks) and/or (ii) Franchisor and/or any of Franchisor's affiliates are acquired, and/or company-owned, franchised or other businesses are converted to another format, maintained under the System or otherwise. All Float Spas owned by Franchisee will fully participate in any such conversion at Franchisee's expense, which shall not exceed $25,000. Franchisee shall have a period of twelve (12) months to complete the conversion.

2. ACCEPTANCE BY FRANCHISEE

2.1 **Acceptance by Franchisee**. Franchisee accepts this Agreement and the license granted herein and agrees to develop and operate the Float Spa on the terms and conditions specified herein. Franchisee agrees to follow the System requirements in the operation of its Float Spa, including, without limitation, its facilities, staff, advertising, operations, and all other aspects of Franchisor's business and the System now in effect and changed periodically. If this is Franchisee's first True REST Float Spa, then Franchisee and/or its proposed manager must attend and complete Franchisor's initial training program to Franchisor's satisfaction, as set forth in Section 6.3 of this Agreement.

2.2 **Conditions**. The rights being licensed herein are subject, without limitation, to the following conditions:

A. Franchisee's business and the Float Spa shall be identified only by those Marks approved in writing by Franchisor with at least one outside sign as designated by Franchisor.

B. Concurrently, with the signing of this Agreement, Franchisee must execute a personal guaranty in the form attached hereto as Exhibit 4 ("Personal Guaranty"). In the event Franchisee is a legal entity having more than one owner, all owners, shareholders, partners, joint venturers, and any other person who directly or indirectly owns a 10% or greater interest in Franchisee (the "Owners") must execute the Personal Guaranty. Any person or entity that at any time after the date of this Agreement becomes an Owner, pursuant to Section 14 or otherwise, shall, as a condition of becoming an Owner, execute Franchisor's then-current form of Personal Guaranty. Franchisor reserves the right to require any such guarantor's spouse or domestic partner under local law to co-sign the Personal Guaranty.

C. Franchisee shall submit the lease for the Float Spa to Franchisor for its written consent before Franchisee executes the lease for the Authorized Location. The lease must contain the provisions outlined in Section 7.2 and Exhibit 5 ("Lease Addendum").

D. Franchisee agrees that it shall open the Float Spa for regular, continuous business no later than ~~nine~~twelve (~~9~~12) months after this Agreement is signed by Franchisor. If, through no fault of Franchisee, the Float Spa has not opened after ~~nine~~twelve (~~9~~12) months, but substantial progress has

been made, Franchisor may, at its sole discretion, extend the period of time to open for an additional three (3) months.

E. Franchisee agrees at all times to comply with the Manual, standards, operating systems, and other aspects of the System (collectively, the "System Standards") prescribed by Franchisor, which are subject to change at Franchisor's discretion.

3. TERM AND RENEWAL

3.1 **Term**. The term of this Agreement shall be for a period of ten (10) years beginning on the date this Agreement is accepted by Franchisor (the "Term"). Franchisee agrees to operate the Float Spa for the entire Term of this Agreement, unless Franchisee receives Franchisor's prior written approval to transfer its interest in the franchise pursuant to Section 14 of this Agreement, or unless the lease for the Authorized Location is terminated at no fault of Franchisee and Franchisee cannot find an alternative location to operate the franchise that is acceptable to Franchisor.

3.2 **Renewal**. Unless terminated at an earlier date, upon the expiration of the initial term, Franchisee shall have the right to renew this Agreement for a single additional ten (10) year term, or for option terms equal to the new or extended term of the lease for the Authorized Location (or suitable alternative location approved by Franchisor), subject to satisfaction of each of the following conditions:

A. Prior to each such renewal, Franchisee shall execute Franchisor's standard form franchise agreement being offered at the time of each such renewal. The provisions of each such renewal franchise agreement may differ from and shall supersede this Agreement in all respects, including, without limitation, changes in royalty and advertising fees, except that Franchisee shall pay the renewal fee specified in Section 3.2.F., instead of the initial franchise fee. Franchisee's failure or refusal to execute and return Franchisor's then-current standard form Franchise Agreement to Franchisor within thirty (30) days after receipt by Franchisee shall constitute Franchisee's election not to renew;

B. Franchisee shall demonstrate that it has the right to remain in possession of the Authorized Location for the duration of the renewal term, or that it has been able to secure and develop an alternative site acceptable to Franchisor;

C. In consideration of each such renewal of the franchise, Franchisee shall execute a general release in the form and substance satisfactory to Franchisor, releasing any and all claims against Franchisor and its affiliates, officers, directors, employees and agents;

D. Franchisee shall have completed or made arrangements to make, at Franchisee's expense such renovation and modernization of the Float Spa, including the interior and exterior of the building, grounds, leasehold improvements, signs, furnishings, fixtures, float pods and other equipment, and decor as Franchisor reasonably requires so the Float Spa conforms with the then-current standards and image of Franchisor;

E. Franchisee, during the term of this Agreement, shall have substantially complied with all of the provisions of this Agreement and all other agreements with Franchisor, and shall be in compliance with the Manual and with Franchisor's policies, standards and specifications on the date of the notice of renewal and at the expiration of the initial term;

F. Franchisee shall pay to Franchisor a renewal fee of Five Thousand Dollars ($5,000); and

G. Franchisee shall have given Franchisor written notice of renewal no less than 90 days or more than 180 days before expiration of the initial term.

3.3 **Franchisor's Refusal to Renew Franchise**. Franchisor may refuse to renew the franchise if Franchisee is in default under this Agreement, or any other agreement with Franchisor or an affiliate of Franchisor; if Franchisee has had two or more defaults, whether cured or not, during the term of this Agreement; or if Franchisee fails to satisfy any of the foregoing conditions. Subject to the above, Franchisor will not unreasonably deny renewal of a Franchise.

3.4 **Notice of Expiration Required by Law.** If applicable law requires that Franchisor give a longer period of notice to Franchisee than herein provided prior to the expiration of the initial term or any additional term, Franchisor will give such additional required notice. If Franchisor does not give such required additional notice, this Agreement shall remain in effect on a month-to-month basis until Franchisee has received such required notice.

4. TRADEMARK STANDARDS

4.1 **Name and Ownership**. Franchisee acknowledges the validity of the Mark "True REST" and all other Marks that now or in the future are or will be part of the System and agrees and recognizes that the Marks are the sole and exclusive property of Franchisor. Franchisee further acknowledges that Franchisee's right to use the Marks is derived solely from this Agreement and is limited to the conduct of a Float Spa pursuant to and in compliance with this Agreement and all applicable standards, specifications and operating procedures prescribed by Franchisor from time to time. Any unauthorized use of the Marks by Franchisee shall be a breach of this Agreement and an infringement of the rights of Franchisor and its affiliates. Franchisee's use of the Marks inures to the benefit of Franchisor, which owns all goodwill now and hereafter associated with the Marks. Franchisee agrees not to contest ownership or registration of the Marks. Franchisor owns all right, title and interest in and to the Marks, and Franchisee has and acquires hereby only the qualified license granted in this Agreement.

4.2 **Use**.

A. Franchisee shall not use any Mark as part of the name of any corporation, limited liability company or other entity that Franchisee may form, including any prefix, suffix or other modifying words, terms, designs or symbols, or in any modified form. Franchisee shall display and use the Marks only in the manner and form prescribed or authorized by Franchisor and shall conduct no other business than that prescribed by Franchisor. Franchisee shall not use any other mark, name, commercial symbol or logotype in connection with the operation of the Float Spa and shall not market any product relating to the Float Spa without Franchisor's written consent, and if such consent is granted, such product must be marketed in a manner acceptable to Franchisor. Franchisor may also permit Franchisee to use from ~~time to time~~time-to-time other trademarks, service marks, trade names and commercial symbols as may be designated in writing. Franchisee and its employees and agents will not engage in any acts or conduct that impair the goodwill associated with the Marks.

B. Franchisee agrees to give such notices of trademark and service mark registrations and copyrights as Franchisor specifies and to obtain such fictitious or assumed name

registrations as may be required under applicable law.

C. Franchisee is prohibited from using the Marks in advertising, promotion or otherwise, without the appropriate "©" or "®" (copyright and registration marks) or the designations "TM" or "SM" (trademark and service mark), where applicable.

D. Franchisee must not establish a website, a URL, or any email account(s) using any domain name containing the Marks or any variation thereof without Franchisor's written consent.

E. Franchisee and its employees and agents will not engage in any acts or conduct that impairs the goodwill associated with the Marks.

4.3 **Litigation**. Franchisee agrees to notify Franchisor immediately in writing if it becomes aware that any person who is not a licensee of Franchisor is using or infringing upon any of the Marks. Franchisee may not communicate with any person other than Franchisor and its counsel in connection with any such use or infringement. Franchisor will have discretion to determine what steps, if any, are to be taken in any instance of unauthorized use or infringement of any of its Marks and will have complete control of any litigation or settlement in connection with any claim of an infringement or unfair competition or unauthorized use with respect to the Marks. Franchisee will execute any and all instruments and documents and will assist and cooperate with any suit or other action undertaken by Franchisor with respect to such unauthorized use or infringement such as by giving testimony or furnishing documents or other evidence. Franchisor will be responsible for legal expenses incurred by Franchisor in connection with any litigation or other legal proceeding involving such third party. Franchisor shall not be liable for any legal expenses of Franchisee unless approved in writing by Franchisor in its discretion.

4.4 **Modification, Discontinuance or Substitution**. Franchisor reserves the right, if necessary in Franchisor's sole judgment, to change the principal Mark(s) of the System on a national or regional basis, and upon reasonable notice, Franchisee shall at its expense adopt a new principal Mark(s) designated by Franchisor to identify the Float Spa. Franchisor shall have no liability or obligation whatsoever with respect to Franchisee's change of any Mark.

4.5 **Franchisor's Revenues**. Franchisor and its affiliates may offer to sell to Franchisee at a reasonable profit various goods and services, and reserve the right to receive fees or other consideration in connection with "True REST" sales promotion and advertising programs or from System vendors.

5. FEES

5.1 **Initial Franchise Fee.** Franchisee agrees to pay Franchisor an Initial Franchise Fee in the sum of Thirty-Nine Thousand Nine Hundred Fifty Dollars ($39,950) for a single Float Spa upon the execution of this Agreement in the form of a cashier's check, wire transfer or electronic check ("eCheck"). The Initial Franchise Fee is used, among other things, to offset Franchisor's costs and expenses relating to site selection assistance, initial training, establishment of suppliers, inspection, testing and other quality control programs, design assistance, project management, initial marketing and grand opening assistance, as well as Franchisor's other costs in helping Franchisee open the franchise. The Initial Franchise Fee shall be fully earned by Franchisor upon payment and is not refundable, in whole or in part, under any circumstance.

If Franchisee enters into a multi-unit development agreement with Franchisor ("Multi-Unit Development Agreement") for the development of 2 or more Float Spas, the Initial Franchise Fee due under this Agreement will be reduced by 30% if Franchisee agrees to develop 2 or 3 Float Spas; 40% if Franchisee agrees to develop 4 Float Spas; and 50% if Franchisee agrees to develop 5 or more Float Spas under the terms of and in accordance with the Multi-Unit Development Agreement.

5.2 **Float Pod Manufacturing Fee**. Franchisee agrees to pay to Franchisor a "Float Pod Manufacturing Fee" for each float pod Franchisee orders for the Float Spa. The Float Pod Manufacturing Fee is currently $29,950. A deposit equal to 50% of the total Float Pod Manufacturing Fee will be due and payable, by eCheck, at the time Franchisee places the order for the Float Pod(s), and the remaining 50% of the Float Pod Manufacturing Fee will be due and payable when the Float Pod(s) are ready to ship. This fee is not refundable, in whole or in part, under any circumstance.

5.3 **Royalty Fee**. Beginning from the day the Float Spa first opens for business and continuing during the Term of this Agreement, Franchisee agrees to pay Franchisor weekly, without setoff, credit or deduction of any nature, a royalty fee (the "Royalty Fee"). The Royalty Fee will be equal to six percent (6%) of Franchisee's Gross Sales (as that term is defined in Section 5.4, below.) Franchisee agrees to pay the Royalty Fee by Monday of each week following the week in which the royalties were earned, using the method of payment as specified in Section 5.8 below.

5.4 **Gross Sales**. Gross Sales means the total revenues Franchisee receives, directly or indirectly, from all business conducted at or in connection with the Float Spa, including, but not limited to, the sale of floatation therapy services, and related spa products and services, less sales taxes or similar taxes or refunds.

5.5 **Marketing Fund Contribution.** Franchisee agrees to pay Franchisor, weekly, during the term of this Agreement, two percent (2%) of Franchisee's Gross Sales, without set-off, credit or deduction of any nature, for national advertising and marketing services ("Marketing Fund Contribution"), at the same time and in the same manner as the Royalty Fee is paid. The Marketing Fund Contribution shall be expended in accordance with Section 9.1 herein.

5.6 **Local Marketing/Advertising Expenses.** Franchisee agrees to spend each month no less than three percent (3%) of its Gross Sales for the month on local advertising and promotion of the Float Spa. (See Section 9.2 for more details on Local Marketing/Advertising.)

5.7 **Advertising Cooperative**. If Franchisor establishes a local or regional advertising cooperative to promote the Float Spa in Franchisee's market area, Franchisee will be required to contribute to the cooperative in such amounts as are determined by the majority of its members, but, in no event, will Franchisee be required to pay more than four percent (4%) of its Gross Sales for combined Local Marketing and Cooperative Advertising. (See Sections 9.5 and 9.6 for more details on Advertising Cooperatives.)

5.8 **Electronic Transfer.**

A. Unless Franchisor specifies otherwise, Franchisee agrees to pay the Royalty Fee, Marketing Fund Contribution and any other fees owed to Franchisor, by pre-authorized electronic debit to Franchisor's bank or other financial institution account.

B. Franchisee agrees to complete and execute an "Electronic Funds Transfer Agreement" (attached as Exhibit 2 to this Agreement) and any other form, including, without limitation, an "Electronic Debit Authorization" (attached as Exhibit 3 to this Agreement) for the purpose of authorizing an electronic debit, and to submit any information required by Franchisor for such authorization.

C. Franchisee agrees to install at its expense and use such pre-authorized payment and computerized point of sales systems, credit verification systems, automatic payment systems, electronic funds transfer systems, or automatic banking system as Franchisor in its discretion may require. This requirement may be specified by Franchisor to fulfill any business purpose reasonably related to the operation of the franchise and the System or to permit Franchisee to make all required payments to Franchisor by automatic bank transfer.

5.8 **Interest and Late Charges**. Amounts due to Franchisor (except interest on unpaid amounts due) not paid when due shall bear interest from the date due until paid at the lesser of one and one-half percent (1.5%) per month, or the highest rate of interest allowed by law. Franchisor may also recover its reasonable attorneys' fees, costs and other expenses incurred in collecting amounts owed by Franchisee.

5.9 **Support Fee**. If Franchisee fails to have a trained Designated Operator (defined in Section 17.5) or trained manager (approved by Franchisor) at any time during the term of this Agreement, Franchisor may provide such qualified personnel to Franchisee to fill said vacancy and charge Franchisee a support fee in the amount of $3,500 per week until a replacement or successor Designated Operator or manager has successfully completed training.

5.11 **No Accord or Satisfaction; Application of Funds.**

A. If Franchisee pays, or Franchisor otherwise receives, a lesser amount than the full amount due under this Agreement for any payment due hereunder, such payment or receipt shall be applied against the longest outstanding amount due Franchisor. Franchisor may accept any check or payment in any amount without prejudice to Franchisor's right to recover the balance of the amount due or to pursue any other right or remedy. No endorsement or statement on any check or payment or in any letter accompanying any check or payment or elsewhere shall constitute or be construed as an accord or satisfaction. Franchisor and any of its affiliates' acceptances of any payments made by Franchisee shall not be construed to be a waiver of any breach or default of any provision in this Agreement.

B. Notwithstanding any designation by Franchisee, Franchisor shall have the sole discretion to apply any payments made by, or on behalf of, Franchisee (and to apply any amounts owed to Franchisee or any of its affiliates by Franchisor or any of Franchisor's affiliates) to any of Franchisee's past due indebtedness for Royalty Fees, Marketing Fund Contributions, and other amounts owing to Franchisor or any of Franchisor's affiliates, interest or any other indebtedness of Franchisee or any of Franchisee's affiliates to Franchisor or any of Franchisor's affiliates. No restrictive endorsement on any check or in any letter or other communications accompanying any payment shall bind Franchisor or any of its affiliates.

6. FRANCHISOR SERVICES

6.1 **Site Selection and Lease Negotiations**. Franchisee is solely responsible for locating, obtaining

and evaluating the suitability and prospects of the Float Spa location, for the review and negotiation of its lease, and for hiring an attorney to review and help negotiate the lease. The site/property for a Float Spa must be at least 2,000 square feet to accommodate the required minimum of 4 float pod suites. Franchisor may in its discretion, at Franchisee's request, assist Franchisee in site selection and the review of Franchisee's lease by furnishing Franchisee with Franchisor's confidential site evaluation criteria, by consulting with and counseling Franchisee, and, at Franchisor's discretion, conducting field inspections of proposed sites at mutually convenient times. Franchisor reserves the right to charge a reasonable fee for performing any on-site evaluation to cover incurred expenses, including, but not limited to, travel, lodging, meals and wages. Franchisor agrees not to unreasonably withhold approval of a site that meets its site criteria.

6.2 **Unit Development**. Franchisor shall consult and advise Franchisee on the proper display of the Marks, layout and design, procurement of float pods and related equipment, chemicals, furniture, fixtures, initial inventories, and managing construction or remodeling of the Float Spa. After Franchisee has executed a lease for the Authorized Location, Franchisor shall deliver to Franchisee specifications and standards for building, equipment, furnishings, fixtures, layout, design and signs relating to the Authorized Location and shall provide reasonable consultation in connection with the development of the Float Spa. Franchisee's architect must make any layout, design and specifications provided by Franchisor site-specific. Franchisee agrees to make no changes, alterations or modifications whatsoever to the selected layout and design without obtaining prior written consent from Franchisor.

6.3 **Training.**

A. Initial Training. Prior to the opening of the Float Spa and at no charge beyond the Initial Franchise Fee, Franchisor will provide initial training (the "Initial Training") at its training facility, True REST University ("TRU"), located in Tempe Arizona, to Franchisee and its designated manager ("Spa Manager") provided, however, Franchisee and its Spa Manager must attend such training at TRU simultaneously. Subject to availability, and with Franchisor's approval, Franchisee may have additional employees attend TRU, simultaneously with Franchisee, at no charge. If Franchisee is a business entity, then the Designated Owner(s), as identified in Section 17.3, below, or the Spa Manager must successfully complete the Initial Training at TRU, any additional required training, and comply on an ongoing basis with all ongoing/refresher training requirements.

The length of the Initial Training is scheduled at Franchisor's discretion, consisting of a combination of classroom training at TRU and on the job training conducted at a True REST Float Spa owned by Franchisor or such other training facilities designated by Franchisor. The Initial Training will cover basic aspects of establishing and operating the Float Spa, including float therapy techniques and related services, the Computer System, including the POS system, forms, cost control, purchasing, inventory control and disposition, customer service, marketing, selling skills, employee hiring, training and scheduling procedures, job functions and maintenance of quality standards.

All of the required training is mandatory. Franchisee and/or the Spa Manager must satisfactorily complete TRU, which includes attendance at all scheduled training days and times, as communicated in advance of the training, within the timeframe established by Franchisor. Franchisee is responsible for all travel, lodging, food, wages, wage related expenses and other expenses in connection with the Initial Training for Franchisee, the Spa Manager and any other employee of Franchisee who attends the training. Franchisee agrees that it will require all Spa Managers employed after the Float Spa is opened to complete the Initial Training at TRU. Each Spa Manager shall attend and complete the

next available classes at TRU following the commencement date of his/her employment.

If warranted by government regulations, emergency guidelines, enforced quarantines, travel restrictions, a natural disaster, force majeure or other event outside of Franchisor's control, Franchisor reserves the right to conduct any and all training, classes, courses, meetings, and conferences, online, telephonically, or otherwise, or to cancel or delay any and all such training, classes, courses, meetings, and conferences.

B. Ongoing/Refresher Training. From time to time, Franchisor may offer system-wide ongoing or refresher training to the True REST Franchisees and/or their Spa Manager for a reasonable fee, such training may include courses, meetings, seminars and conventions. Franchisee agrees to personally attend or have its Spa Manager (if approved by Franchisor) attend any and all required ongoing or refresher training. In addition to paying any required training fee(s), Franchisee will be responsible for all compensation, travel and living expenses of Franchisee and/or its Spa Manager during training.

6.4 **Operations Manual**. Franchisor will grant Franchisee online access to an electronic version of the Manual during the term of this Agreement. The Manual is anticipated to codify existing mandatory and suggested specifications, standards and operating procedures currently prescribed by Franchisor. Franchisee acknowledges that Franchisor may from time to time revise its System as well as the contents of the Manual, and Franchisee agrees to comply with each new or changed standard and specification upon notice from Franchisor. Any required specifications, standards, and/or operating procedures exist to protect Franchisor's interests in the System and the Marks and to create a uniform customer experience, and not for the purpose of establishing any control or duty to take control over those day-to-day operational matters that are reserved to Franchisee. The Manual shall remain the sole property of Franchisor and shall be kept confidential by Franchisee both during the term of this Agreement and subsequent to the termination, expiration, or non-renewal of this Agreement. If Franchisee in any way compromises the secure access to the online version of the Manual, including, but not limited to, allowing unauthorized users access to the Manual and its confidential contents, Franchisee will be required to pay Franchisor liquidated damages in the amount of $10,000, to compensate Franchisor for the breach and related damage to the System.

6.5 **Continuing Services**. Franchisor shall provide such continuing advisory assistance and information to Franchisee in the development and operation of the Float Spa as Franchisor deems advisable. Such assistance may be provided, in Franchisor's discretion, by Franchisor's directives, System bulletins, meetings and seminars, telephone, computer, e-mail, fax, personal visits, newsletters or manuals. Franchisor may provide regular consultation and advice to Franchisee in response to inquiries from Franchisee regarding administrative and operating issues that Franchisee brings to Franchisor's attention. Franchisor may make recommendations that it deems appropriate to assist Franchisee's efforts. However, Franchisee alone will establish all requirements, consistent with Franchisor's policies, regarding (i) employment policies, hiring, firing, training, wage and hour requirements, record keeping, supervision, and discipline of employees; (ii) the individuals to whom Franchisee will offer and sell its products and services; and (iii) the suppliers from whom Franchisee obtains any products or services used in or at the Float Spa for which Franchisor has not established Approved Suppliers. The rendering of any consultation, advise, assistance, consent, approval or services by Franchisor, as set forth in this Agreement, does not constitute any assurance or guaranty that such consultation, advice, assistance, consent, approval or services will result in any level of success of

Franchisee's business. Any Franchisor services set forth in this Agreement may be provided by Franchisor and/or representative(s) or designee(s) of Franchisor.

6.6 **Approved/Designated Suppliers, Products and Services.**

A. Franchisor shall provide and from time to time, add to, alter or delete, at Franchisor's discretion, lists of specifications, approved distributors and suppliers, approved services, products, materials and supplies, and training that may benefit Franchisee in the operation of the Float Spa. Franchisor has the right to require that Franchisee obtain products/services specified by Franchisor from time to time exclusively from suppliers designated or approved by Franchisor. Franchisor has the right to designate or approve a single supplier or multiple suppliers for any specified product/service and to designate a single supplier as an exclusive supplier of a required product or service. Suppliers may include, and may be limited to, Franchisor and/or companies affiliated with Franchisor. Franchisee must not offer or sell any products or services not approved by Franchisor. If Franchisor disapproves a particular item, Franchisee will not use it.

B. Designation or approval of a supplier may be conditioned on factors established by Franchisor as it considers appropriate, including without limitation performance relating to frequency of delivery, standards of service, inability to maintain quality/adequate supply of goods, inability to meet or maintain acceptable pricing, and payment or other consideration to Franchisor or parties designated by Franchisor. Franchisor can approve, or revoke or deny approval, of particular items or suppliers in its sole discretion. Franchisor and its affiliates reserve the right to receive rebates, incentive amounts, discounts and other economic benefits from any supplier and have the right to realize a profit on the sales of products and/or services to Franchisee.

6.7 **Pricing.** Franchisor has developed an image that is based in part on consistent and reasonable prices for products and services offered by the System. To promote a consistent consumer experience, and to maximize the value of limited advertising expenditures, and subject to applicable state law, Franchisor may require fixed minimum or maximum prices for any products or services offered by the System and Franchisee. Franchisee is obligated to use the pricing required by Franchisor, unless Franchisor consents to changes in local pricing offered by Franchisee in order to (i) allow Franchisee to respond to unique, local, marketing conditions, competition, or expenses; or (ii) comply with changes or interpretations in State or Federal anti-trust laws. Consistent with State or Federal law, Franchisor reserves the right to change or eliminate its pricing program in the future, or to move from a required to recommended pricing structure. Franchisee acknowledges and agrees that any maximum, minimum or other prices Franchisor prescribes or suggests may or may not optimize the revenues or profitability of the Float Spa and Franchisee irrevocably waives any and all claims arising from or related to Franchisor's prescription or suggestion of the Float Spa's retail prices.

6.8 **National Marketing Fund.** Franchisor may, in its sole discretion, and depending on the quantity of franchised Float Spas, their locale, and the cost of effective media, institute, maintain and administer a national marketing fund for such advertising or public relations programs as Franchisor, in its discretion, may deem necessary or appropriate to advertise and promote the True REST brand pursuant to Section 9.1 of this Agreement.

6.9 **Grand Opening Advertising Assistance.** Franchisor shall consult and advise Franchisee on the advertising, marketing and promotion for the Grand Opening of the Float Spa.

6.10 **Notice of Completion of Pre-Opening Obligations.** After Franchisor has completed its pre-opening obligations to Franchisee under this Agreement, Franchisor may require Franchisee to sign and deliver to Franchisor confirmation that Franchisor has performed its pre-opening obligations in a form that Franchisor reasonably requests ("Notice of Completion"). If Franchisor asks Franchisee to provide Franchisor with such Notice of Completion, Franchisee must sign and deliver it to Franchisor within five (5) days after Franchisor's request. The term "pre-opening obligations" means the obligations Franchisor has provided to Franchisee under this Agreement that must be performed before the date that the Franchised Business starts its operations. If Franchisee reasonably believes that Franchisor has not completed its pre-opening obligations to Franchisee, Franchisee must provide Franchisor with a notice in writing, withing that same five (5) day period, specifying those pre-opening obligations that have not been performed ("Remaining Obligations"). Within five (5) days following our completion of the Remaining Obligations, Franchisee must execute and deliver to Franchisor the Notice of Completion notwithstanding that Franchisor's performance of such obligations was concluded after the time of performance required by this Agreement. In the event Franchisee fails to timely sign and deliver to Franchisor a Notice of Completion (or notice of Remaining Obligations) Franchisee will be deemed to have confirmed that all of Franchisor's pre-opening obligations have been met.

7. FACILITY STANDARDS, LEASE AND CONSTRUCTION

7.1 **Facility Specifications.** Franchisee's Float Spa shall meet the following conditions:

A. The Float Spa shall be laid out, designed, constructed or improved, equipped and furnished in accordance with Franchisor's standards and specifications. Equipment, furnishings, fixtures, decor and signs for the Float Spa shall be purchased from suppliers approved by Franchisor. Although Franchisor may set a specification or require use of an approved supplier in its sole discretion, Franchisor makes no representations or warranties about the specification, or about the goods or services provided by such supplier. Franchisor is not liable for any damages, injuries or losses caused by or due to the actions, services or products supplied to Franchisee from any third-party supplier approved by Franchisor. Franchisee acknowledges that it is responsible for supervising the build-out of the Float Spa and the installation of equipment, fixtures and signage. Franchisee may remodel or alter the Float Spa, or change its equipment, furniture or fixtures, only with Franchisor's consent. Franchisee must obtain necessary permits, licenses and other legal or architectural requirements. The Float Spa shall contain or display only signage that has been specifically approved or designed by Franchisor.

B. The Float Spa and all floatation equipment shall be maintained in accordance with standards and specifications established by Franchisor or prescribed after inspection of the Float Spa. Franchisee shall promptly repair or replace defective or obsolete equipment, signage, fixtures or any other item of the interior or exterior that is in need of repair, refurbishing or redecorating in accordance with such standards established (and updated from time to time) by Franchisor or as may be required by Franchisee's lease.

C. Franchisee recognizes that the System will evolve. The True REST System must change to meet customer demands. Franchisee further understands that the float pods and other related equipment may wear out, break down, or become obsolete. Consequently, from time to time, as Franchisor requires, Franchisee must modernize and/or replace items of the trade dress or floatation equipment as may be necessary for the Float Spa to conform to the standards for new Float Spas. Further, Franchisee will be required to thoroughly modernize or remodel the Float Spa when requested by Franchisor, but no more than once every 5 years. This may include replacing floatation equipment

and other updates and improvements. Franchisee acknowledges that this obligation could result in Franchisee making extensive structural changes to, and significantly remodeling and renovating, the Float Spa, and Franchisee agrees to incur the capital expenditures required in order to comply with this obligation and Franchisor's requirements; however, such expenditures shall not exceed ~~$~~36,000 in any consecutive three-year period. After receiving written notice from Franchisor, Franchisee shall have plans prepared according to the standards and specifications that Franchisor prescribes, and Franchisee must submit those plans to Franchisor for its approval within 60 days. Franchisee agrees to complete all work according to the plans that Franchisor approves within the time period that Franchisor reasonably specifies and in accordance with this Agreement. Franchisor, or its affiliate, will hold themselves, and the Float Spas they operate (if any) to the same high standard, and same frequency for replacement and renovation as is expected of Franchisee. If the remaining Term or any Option Term under this Agreement is less than twenty-four (24) months, then Franchisee will not be required to make such improvements, replacements or renovations at that time.

D. The Float Spa shall contain signage prominently identifying Franchisee by name as an independently owned and operated franchisee of Franchisor.

E. Franchisor may place in a conspicuous location signage, language and informational materials, including, without limitation, a brochure rack on the customer counter and various signage and/or language on the front doors and/or windows relating to its franchise opportunities at any time during the term of this Agreement and any extensions to this Agreement.

7.2 **Lease**. Franchisee is solely responsible for purchasing or leasing a suitable site for the Float Spa. Franchisee must submit the lease for the Float Spa to Franchisor for its written consent before Franchisee executes the lease for the Authorized Location. Franchisor will not withhold consent arbitrarily; however, any lease must contain substantially the following provisions: (1) "The leased premises will be used only for the operation of a True REST Franchise;" (2) "The employees of Franchisor will have the right to enter the leased premises to make any modifications necessary to protect the System and proprietary marks thereof;" (3) "Lessee agrees that Lessor may, upon request of Franchisor disclose to said Franchisor all reports, information or data in Lessor's possession with respect to sales made in, upon or from the leased premises;" and (4) a conditional assignment clause to be contained in a lease rider in a form approved by Franchisor, which shall provide that Franchisor (or its designee) may, upon termination, expiration, non-renewal or proposed assignment of this Agreement, at Franchisor's sole option, take an assignment of Franchisee's interest thereunder, without the consent of the Lessor or property owner, without liability for accrued obligations, payment of additional consideration or increase in rent, and at any time thereafter, reassign the lease to a new franchisee. Franchisor's execution of this Agreement is conditioned upon the above-referenced lease addendum in the form attached hereto, as Exhibit 5 ("Lease Addendum"), which shall be signed by Franchisee and attached and made part of the lease for the Float Spa. Franchisee acknowledges that it has been advised to have any lease reviewed by Franchisee's own legal counsel.

7.3 **Development of Float Spa.** Franchisee agrees that after obtaining possession of the Authorized Location, Franchisee will promptly, at Franchisee's sole expense:

A. Obtain any standard plans and/or specifications from Franchisor;

B. Employ a qualified licensed architect, as required by state or local codes to prepare all drawings, designs, plans and specifications for the Float Spa, and submit same to Franchisor for review

and approval prior to commencing construction;

C. Complete the construction or remodeling of the Float Spa in full and strict compliance with plans and specifications approved by Franchisor, and in compliance with all applicable ordinances, building codes and permit requirements;

D. Purchase or lease, in accordance with Franchisor's standards and specifications, all floatation equipment, fixtures, inventory, supplies and signs required for the Float Spa;

E. Hire and train the initial supervisorial and managerial personnel according to Franchisor's standards and specifications;

F. Complete development of and have the Float Spa open for business not later than ~~nine~~twelve (~~9~~12) months after the date that Franchisor accepts this Agreement; and

7.4 **Franchisee's Responsibility.** Although Franchisor may provide Franchisee with various standard or sample plans and specifications with respect to constructing and equipping the Float Spa, it is Franchisee's sole responsibility to construct and equip the Float Spa in compliance with all applicable federal, state and local laws and regulations, including, without limitation, all building codes, fire and safety codes, environmental laws, Occupational Safety and Health Administration laws, health laws, sanitation laws, Americans with Disabilities Act and all other requirements that may be prescribed by any federal, state or local governmental agency.

8. FLOAT SPA IMAGE AND OPERATING STANDARDS

8.1 **Compliance**. Franchisee acknowledges and agrees that every detail regarding the appearance and operation of the Float Spa is important to Franchisee, the System and other True REST franchisees in order to maintain high and uniform operating standards, to increase demand for the classes sold by all franchisees, and to protect Franchisor's reputation and goodwill, and, accordingly, Franchisee agrees to comply strictly at all times with the requirements of this Agreement and Franchisor's standards and specifications (whether contained in the Manual or any other written or oral communication to Franchisee by Franchisor) relating to the appearance or operation of the Float Spa. Franchisee acknowledges that other Float Spas may operate under different forms of agreement with Franchisor, and that the rights and obligations of the parties to other agreements may differ from those hereunder.

8.2 **Franchisor's Right to Inspection**. To determine whether Franchisee is complying with this Agreement and Franchisor's standards and specifications, Franchisor reserves the right to supervise, determine and approve the standards of appearance, quality and service pertinent to the Float Spa including, without limitation, the right at any reasonable time and without prior notice to Franchisee to: (1) inspect and examine the business premises, floatation equipment, facilities and operation of the Float Spa; (2) interview Franchisee and Franchisee's employees; (3) interview Franchisee's customers, suppliers and any other person with whom Franchisee does business; (4) confer with members and staff of government agencies with authority over Franchisee about matters relevant to the Float Spa; and (5) use "mystery shoppers," who may pose as customers and evaluate Franchisee and Franchisee's operations.

8.3 **Personnel.** Franchisee agrees to employ in the operation of the Float Spa only persons of high character and ability who maintain and exhibit traits of enthusiasm, cleanliness, neatness, friendliness,

honesty and loyalty, it being recognized by Franchisee that such persons are necessary in order to promote and maintain customer satisfaction and the goodwill of the System. Franchisee agrees to staff the Float Spa at all times with a sufficient number of qualified, competent personnel who have been trained in accordance with Franchisor's standards. All employees Franchisee hires or employs at the Float Spa will be Franchisee's employees and Franchisee's employees alone, and will not, for any purpose, be deemed to be Franchisor's employees or subject to Franchisor's direct or indirect control, most particularly with respect to any mandated or other insurance coverage, taxes or contributions, or requirements regarding withholdings, levied or fixed by any governmental authority. Franchisee will file its own tax, regulatory and payroll reports, and be responsible for all employee benefits and workers compensation insurance payments for its employees and operations. Franchisor will not have the power to hire or fire Franchisee's employees. Franchisor's authority under this Agreement to train and approve Franchisee's supervisorial or managerial personnel for qualification to perform certain functions at the Float Spa does not directly or indirectly vest Franchisor with the power to hire, fire or control any of Franchisee's personnel. Franchisee will be solely responsible for all hiring and employment decisions and functions relating to the Float Spa, including those related to hiring, firing, training, establishing remuneration, compliance with wage and hour requirements, personnel policies, benefits, recordkeeping, supervision and discipline of employees, regardless of whether ~~you have~~Franchisee has received advice from ~~us~~Franchisor on these subjects or not. Franchisee is responsible for obtaining its own independent legal advice regarding the hiring of employees and independent contractors, and complying with any and all applicable laws pertaining thereto. Franchisee shall engage in no discriminatory employment practices and shall in every way comply with all applicable laws, rules and regulations of federal, state and local governmental agencies, including, without limitation, all wage-hour, civil rights, immigration, employee safety and related employment and payroll related laws. Franchisee shall make all necessary filings with, and to pay all taxes and fees due to, the Internal Revenue Service and all other federal, state and local governmental agencies or entities to which filings and payments are required. Any guidance Franchisor may give Franchisee regarding employment policies should be considered merely examples. Franchisee will be responsible for establishing and implementing its own employment policies, including, but not limited to, creating its own employee handbook, and should do so in consultation with local legal counsel experienced in employment law.

8.4 **Products and Services to be Offered for Sale.**

A. Franchisee acknowledges that the presentation of a uniform image to the public and the offering of uniform services and products is an essential element of a successful franchise system. In order to insure consistency, quality and uniformity throughout the System, Franchisee agrees (1) to sell or offer for sale only the services or products that have been expressly approved for sale by Franchisor; (2) to sell or offer for sale all services and products required by Franchisor; (3) not to deviate from Franchisor's standards and specifications; and (4) to discontinue selling and offering for sale any services or products that Franchisor may, in its discretion, disapprove at any time. Franchisor shall supply Franchisee with a list of suppliers from which Franchisee is required to purchase the float pods and related equipment, chemicals, and other products and/or services for the Float Spa. Franchisor may change this list from time to time, and upon notification to Franchisee, Franchisee shall only purchase floatation equipment, chemicals, and products or services from approved suppliers as specified on the changed list. Franchisee agrees to keep the Float Spa and floatation equipment in clean condition, with all equipment well-maintained and operational, and be able at all times during business hours to provide customers with all services and products specified by Franchisor.

B. Franchisee agrees that all floatation equipment, including float pods, must be purchased exclusively from approved suppliers, must be maintained according to manufacturer or Franchisor specifications, as applicable.

C. If Franchisee proposes to offer for sale any products or services that have not been approved by Franchisor, Franchisee shall first notify Franchisor in writing and submit sufficient information, specifications and samples concerning such product, classes and/or supplier and/or service for a determination by the Franchisor whether such product, classes or supplier of service complies with the Franchisor's specifications and standards and/or whether such supplier meets the Franchisor's approved supplier criteria. Franchisor shall, within ninety (90) days, notify Franchisee in writing whether or not such proposed product and/or supplier or service is approved, as determined in Franchisor's discretion. Franchisor reserves the right to charge Franchisee reasonable costs in connection with Franchisor's review, evaluation and approval of alternative suppliers. These charges may include reimbursement for travel, accommodations, meal expenses, and personnel wages. Franchisor may from time to time prescribe procedures for the submission of requests for approved products and/or suppliers or services and obligations that approved suppliers must assume (which may be incorporated in a written agreement to be executed by approved suppliers). Franchisor reserves the right to revoke its approval of a previously authorized supplier, product, class or service when Franchisor determines in its discretion that such supplier, product or service is not meeting the specifications and standards established by Franchisor. If Franchisor modifies its list of approved products, and/or suppliers and/or services, Franchisee shall not, after receipt in writing of such modification, reorder any product or utilize any supplier, product or service that is no longer approved.

D. Franchisor is always interested in improving the System, the Franchisee and consumer experience, and welcomes feedback (positive or negative) on all approved suppliers and vendors. In the event Franchisee is not happy or satisfied with a particular approved supplier, product or service, Franchisee agrees to notify Franchisor within 30 days of any complaint or issue with an approved supplier, product, or service, and provide Franchisor with any evidence or other relevant information that Franchisor may request to investigate the issue, including Franchisee's completion of a standard form of complaint prepared by Franchisor.

E. Franchisee acknowledges and agrees that Franchisor may become an approved supplier for floatation equipment, other equipment, chemicals, products, logo items, signage and artwork, that Franchisor may derive income from the sale of such items, and that the price charged by Franchisor may reflect an ordinary and reasonable profit consistent with a business of the kind that produces and/or supplies such items.

F. Franchisee acknowledges and agrees that Franchisor may sell equipment and products, to customers located anywhere, even if such equipment and products are similar to what Franchisor sells to Franchisee and what Franchisee offers at the Float Spa. Franchisor may use the internet or alternative channels of commerce to sell True REST brand products.

G. Franchisee may only sell the products and services from the Float Spa's Authorized Location, and may only use the internet or alternative channels of commerce to offer or sell the products and services, as permitted by Franchisor, in order to register customers for floatation therapy sessions. Nothing in the foregoing shall prohibit Franchisee from obtaining customers over the Internet provided Franchisee's Internet presence and content comply with the requirements of this Agreement.

8.5 **Compliance with Laws.**

A. Franchisee agrees to comply with all federal, state and local laws, rules, and regulations and shall as soon as practicable, but in any event prior to the opening for business of the Float Spa, obtain all municipal and state permits, certificates or licenses necessary to operate the Float Spa and shall file and publish, if required by applicable law, a certificate of doing business (whether under a fictitious name or otherwise). Franchisee acknowledges and agrees that it has the sole responsible to investigate and comply with any applicable laws in the state where the Float Spa is located that are specific to the operation of a Float Spa. Franchisee shall operate and maintain the Float Spa in strict compliance with all employment laws, building codes, fire and safety codes, environmental laws, Occupational Safety and Health Administration laws, health and safety laws, sanitation laws, Americans with Disabilities Act and any other requirements that may be prescribed by any federal, state or local governmental agency. Franchisee agrees to provide immediately Franchisor with a copy of any notice received by Franchisee from any state, local or governmental agency pertaining to compliance with any codes or requirements, or the failure to comply with any codes or requirements, at the Float Spa.

B. Franchisee hereby certifies and represents that Franchisee, and any of its affiliates, any of its partners, members, shareholders or other equity owners, and their respective employees, officers, directors representatives or agents, are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control. Franchisee hereby agrees to defend, indemnify and hold harmless Franchisor from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorneys' fees, costs and interest) arising from or related to any breach of the certifications set forth in this paragraph.

C. Franchisee shall manage the Float Spa and its staff in compliance with all laws, the Manual and any other general policies as prescribed by Franchisor. Franchisee agrees to abide by all employment laws, including, without limitation, Title VII of the Civil Rights Act, Family and Medical Leave Act, ADA, Consolidated Omnibus Budget Reconciliation Act, Fair Labor Standards Act, all state wage and hour laws, Internal Revenue Code and the immigration laws. Franchisor may from time to time provide information or training to assist Franchisee in gaining knowledge about applicable laws, but this does not in any way relieve Franchisee of its full responsibility and sole obligation to comply with such laws.

D. Franchisee shall honor all credit, charge, courtesy and cash cards that Franchisor approves in writing. To the extent Franchisee stores, processes, transmits or otherwise accesses or possesses cardholder data in connection with the sale of products and services at the Float Spa, Franchisee is required to maintain the security of cardholder data and adhere to the then-current credit card security standards which can be found at www.pcisecuritystandards.org for the protection of cardholder data throughout the Term of this Agreement. Franchisee is responsible for the security of cardholder data in its possession or control and in the possession or control of any of its employees that Franchisee engages to process credit cards. At Franchisor's request, Franchisee agrees to provide appropriate documentation to Franchisor to demonstrate compliance by Franchisee and all its employees with the Payment Card Industry Data Security Standard ("PCI DSS") requirements. In the event of a breach or intrusion of or otherwise unauthorized access to cardholder data, Franchisee must immediately notify Franchisor in the manner required in the PCI DSS requirements and provide an approved third-party full access to conduct a thorough security review following a security intrusion. In

the event of termination or expiration of this Agreement, Franchisee and its respective successors and permitted assigns shall ensure compliance with PCI DSS requirements even after expiration of this Agreement.

8.6 **Operational Efforts**. Franchisee may designate a manager to assist in the direct, day-to-day, supervision of the operations of the Float Spa. The manager must complete the initial training requirements and all additional training reasonably required by Franchisor. Franchisee agrees to keep Franchisor advised, in writing, of any manager involved in the operation of the Float Spa and their contact information. Franchisee agrees to keep the Float Spa open for the hours stated in the Manual and as deemed appropriate by Franchisor.

8.7 **Good Standing**. Franchisee will be considered in "Good Standing" if Franchisee is not in default of any obligation to Franchisor or any of Franchisor's affiliates, whether arising under this Agreement or any other agreement between Franchisee and Franchisor (or any of Franchisor's affiliates), the Manual or other System requirements.

8.8 **Performance Standards**. Franchisee and Franchisor have a shared interest in the Float Spa performing at or above the System Standards, and meeting a minimum sales quota ("Minimum Sales Quota"). Franchisor would not have entered into this franchise relationship if Franchisor had anticipated that Franchisee would not meet these Performance Standards.

A. System Standards. Franchisor may choose, in its sole discretion, to evaluate the Float Spa for compliance with the System Standards using various methods (including, but not limited to, inspections, field service visits, customer comments/surveys, and secret shopper reports.) Franchisee must meet minimum standards for cleanliness, equipment condition, repair and function, and customer service. Franchisee's employees, including its independent contractors, must meet minimum standards for courteousness and customer service.

B. Minimum Sales Quota. Unless waived by Franchisor due to unique market conditions or the Float Spa's size, Franchisee must meet a certain Minimum Sales Quota. Commencing after the first 24 months of operation of the Float Spa, if Franchisee fails to achieve $50,000 in sales, per float pod, per year, Franchisor may institute a corrective training program and/or require Franchisee to perform additional local marketing. If Franchisee fails to meet the Minimum Sales Quota for thirty-six (36) consecutive months at any time during the Term of this Agreement, Franchisor may institute a mandatory corrective training program or terminate this Agreement at its sole discretion.

8.9 **Franchisor's Notice of Deficiency and Non-compliance Fees.** If at any time in Franchisor's sole judgment, Franchisee fails to comply with this Agreement or Franchisor's standards and specifications, Franchisor shall notify Franchisee specifying both the time period and the action to be taken by Franchisee to correct such non-compliance. If Franchisee fails or refuses to correct the non-compliance within the required period of time, Franchisor shall have the right, in addition to all other remedies, including termination of this Agreement, to take such corrective action as is, in the sole determination of Franchisor, necessary and appropriate to bring the Float Spa in compliance with Franchisor's specifications, standards, methods, policies and procedures, and Franchisee shall pay the entire cost thereof to Franchisor on demand. Additionally, Franchisor may, at its sole discretion, charge Franchisee a non-compliance fee in an amount up to $500 per occurrence, or $500 per week until compliance is achieved, for Franchisee's failure to comply with any of the terms of this Agreement or the Manual.

8.10 **Media Inquiries and Crisis Situations**. Franchisee shall immediately notify Franchisor upon the occurrence of any situation that may have a material impact on Franchisee, Franchisor, the Float Spa, or which could have a deleterious effect on the Brand, Marks, or System. Franchisee shall also notify Franchisor immediately when Franchisee receives any media inquiries concerning the Float Spa or its location, including, but not limited to, the business operation and incidents and occurrences related to a customer or employee, and Franchisee shall direct all media inquiries to Franchisor. Neither Franchisee, Franchisee's employees nor anyone on Franchisee's behalf may comment to any broadcast medium about the System, except as directed by Franchisor. Franchisee shall follow all of Franchisor's policies, procedures, and instructions in every such situation, including, without limitation, managing public relations and communications, as directed by the Franchisor or as specified in the Manuals, whether or not Franchisee has retained outside counsel or a public relations firm to assist with such matters. Franchisor acknowledges that in certain cases Franchisee may be approached by media during, for example, an incident involving a fire or other disasters, and such impromptu comments are not intended to be prevented by this Section. Franchisee agrees that it will behave in a professional and courteous manner in any such impromptu interviews and will not discuss the System, but only the incident. Franchisee shall notify Franchisor at the first possible opportunity following the interview. Franchisee may not disseminate any press release unless it has been reviewed and approved in advance in writing by Franchisor.

9. ADVERTISING AND MARKETING

9.1 **Marketing Fund**.

A. Franchisor will establish and administer an advertising**,** publicity and marketing fund (the "Marketing Fund") to promote True REST Float Spas and the brand. Franchisee will be required to make a contribution ("Marketing Fund Contribution") of two percent (2%) of its annual Gross Sales (as defined in Section 5.3) to the Marketing Fund. Such Marketing Fund Contribution will be payable to Franchisor, weekly, from the day the Float Spa is first opened for business. Upon thirty (30) days' notice to Franchisee, the Marketing Fund Contribution may be increased or decreased, at Franchisor's sole discretion, but shall not be higher than three percent (3%) of Franchisee's Gross Sales.

B. Franchisor has sole discretion over all matters relating to the Marketing Fund, and all related matters (consistent with its purposes and the provisions of this Agreement). The Marketing Fund may be used for (among other things) product development; signage; creation, production and distribution of marketing, advertising, public relations and other materials in any medium, including the Internet; administration expenses; legal fees incurred by or spent defending the Marketing Fund, brand/image campaigns; media; national, regional and other marketing programs; activities to promote current and/or future Float Spas and the Brand; agency and consulting services; research, any expenses approved by Franchisor and associated with franchisee advisory groups (if any); and all or portions of the salaries, benefits or expenses of people Franchisor employs who work on Marketing Fund matters (except that such salaries, benefits or expenses will be charged pro rata based on the time they spend on Marketing Fund matters.) Among other things, Marketing Fund Contributions may be used for website development/operation and to pay Internet, Intranet, URL, 800 or similar number, and other charges, fees and/or expenses. A brief statement regarding the availability of True REST franchises may be included in advertising and other items produced using the Marketing Fund.

C. Franchisor and/or any Franchisor-Related Persons/Entities can provide goods, services, materials, etc. (including administrative services and/or "in-house advertising agency" services) and be

compensated and/or reimbursed for the same by the Marketing Fund, provided that any such compensation must be reasonable in amount. Franchisor can arrange for goods, services, materials, etc. (including administrative services) to be provided by independent persons/companies and all related costs, fees, etc. will be paid by the Marketing Fund.

D. The Marketing Fund will be accounted for separately and may be used to pay all administrative and other costs of the Marketing Fund related to its activities and purposes and/or as authorized by the relevant Franchise Agreements. All taxes of any kind incurred in connection with or related to the Marketing Fund, its activities, contributions to the Marketing Fund and/or any other Fund aspect, whether imposed on Franchisor, the Marketing Fund or any other related party, will be the sole responsibility of the Marketing Fund. Franchisor will prepare financial statements for the Marketing Fund annually, which will be furnished to Franchisee upon written request. Such statements may be audited and any related accounting/auditing costs will be paid by the Marketing Fund. Funds in the Marketing Fund must be expended, prior to termination of the Marketing Fund, only for the purposes authorized by the relevant Franchise Agreement(s). No profit, gain or other benefit will directly accrue to Franchisor from the Marketing Fund. All interest earned on monies contributed to, or held in, the Marketing Fund will be remitted to the Marketing Fund and will be subject to the restrictions of the relevant Franchise Agreement(s).

E. Subject to the express requirements of this Agreement that contributions made by Franchisee will only be spent as authorized herein, Franchisee agrees that Franchisor may deny access to, and the benefits of, any and all programs and/or materials created by the Marketing Fund to any TRUE REST Franchisee who is not in Good Standing.

9.2 **Local Marketing Activities.**

A. Franchisee is responsible for local marketing activities to attract customers to the Float Spa. Franchisee agrees to spend no less than three percent (3%) of its Gross Sales for the month on local advertising and promotion of the Franchised Business.

B. Franchisor reserves the right to create and/or manage any and all social media accounts (e.g., Facebook, Instagram, X/formerly Twitter, TikTok, YouTube, LinkedIn, etc.) related to the Float Spa on Franchisee's behalf.

~~B~~C. Franchisee may hire and use a marketing agency ~~designated by Franchisor as an approved supplier~~ to assist Franchisee with its local digital marketing and advertising activities. ~~If Franchisee wishes to us a marketing agency that has not been designated as an approved supplier by Franchisor, then~~ Franchisee must first request and obtain Franchisor's prior written approval before hiring and using any such ~~alternative~~ marketing agency. Franchisee will pay the third-party marketing agency directly for its services. ~~Franchisor recommends but does not currently require Franchisee to use a third-party marketing agency to assist Franchisee with its digital marketing and advertising activities.~~

~~C~~D. ~~If Franchisee elects to use a marketing agency,~~ Franchisee agrees to provide Franchisor ~~and the marketing agency designated and/or approved by Franchisor for digital marketing and advertising~~ access (i.e., passwords) to all Franchisee's social media platforms that are related to the Float Spa, the franchise, and the True REST trademarks.

~~D~~E. Franchisee's advertising will be in good taste and conform to ethical and legal standards and our requirements. Franchisor may require Franchisee to submit samples of all advertising and promotional materials (and any use of the Marks and/or other forms of commercial identification) for any media, including the Internet, World Wide Web or otherwise. Franchisor retains the right to approve or disapprove of such advertising, in its sole discretion. Franchisee agrees not to use any materials or programs disapproved by Franchisor.

~~E~~F. Franchisor must approve any form of co-branding, or advertising with other brands, products or services, in writing, in advance.

9.3 **Social Media Activities.** As used in this Agreement, the term "Social Media" is defined as a network of services, including, but not limited to, blogs, microblogs, and social networking sites (such as Facebook, LinkedIn, Instagram, Twitter, and TikTok), video-sharing and photo-sharing sites (such as YouTube and Flickr), review sites (such as Yelp and Angie's List), marketplace sites (such as eBay and Craigslist), Wikis, chat rooms and virtual worlds, that allows participants to communicate online and form communities around shared interests and experiences. While it can be a very effective tool for building brand awareness, it can also be devastating to a brand if used improperly. Therefore, Franchisee must strictly follow the Social Media guidelines, code of conduct, and etiquette as set forth in the Manual. Any use of Social Media by Franchisee pertaining to the Float Spa must be in good taste and not linked to controversial, unethical, immoral, illegal or inappropriate content. Franchisor reserves the right to "occupy" any Social Media websites/pages and be the sole provider of information regarding the Float Spa on such websites/pages (e.g., a system-wide Facebook page). Franchisee agrees to provide Franchisor access to any and all internet/online business listings and accounts pertaining to the Float Spa, including, but not limited, Yelp, Google Review, and Facebook. At Franchisor's request, Franchisee will promptly modify or remove any online communication pertaining to the Float Spa that does not comply with this Agreement or the Manual.

9.4 **Franchisee Marketing Group(s) ("Co-Ops").** Franchisor may decide to form one or more associations and/or sub-associations of True REST Float Spas to conduct various marketing-related activities on a cooperative basis (a "Co-Op"). If one or more Co-Ops (local, regional and/or national) are formed covering Franchisee's area, then Franchisee must join and actively participate. Each Float Spa will be entitled to one (1) vote, but in order to vote the Float Spa must be in Good Standing. Franchisee may be required to contribute such amounts as are determined from time to time by such Co-Ops.

9.5 **Franchisee Advertising Council**. Franchisor reserves the right, if necessary and in Franchisor's sole judgment, to establish a Franchisee Advertising Council. The Franchisee Advertising Council will be composed of an elected body of True REST franchisees for the purpose of providing the Franchisor with input on advertising and marketing issues. The Franchisee Advertising Council will operate under its own by-laws and will be purely advisory in nature and will have no operational or decision-making authority.

10. FINANCIAL REPORTS, AUDITS, COMPUTER SYSTEM, AND INSURANCE REQUIREMENTS

10.1 **Records and Reports.** Franchisee shall maintain and preserve for four (4) years or such period as may be required by law (whichever is greater) from the date of their preparation such financial information relating to the Float Spa as Franchisor may periodically require, including without limitation, Franchisee's sales and use tax returns, register tapes and reports, sales reports, purchase records, and full, complete and accurate books, records and accounts prepared in accordance with generally

accepted accounting principles and in the form and manner prescribed by Franchisor. Franchisee agrees that its financial records shall be accurate and up to date at all times. Franchisee agrees to promptly furnish any and all financial information, including tax records and returns, relating to the Float Spa and of each of the principal owners to Franchisor on request. Franchisee shall use accounting software designated by Franchisor (currently, "Quick Books On-Line"), and maintain its books, including expense line items, in the format designated by Franchisor. Franchisee must provide Franchisor with online access to Franchisee's books by, among other things, providing Franchisor with Franchisee's password.

10.2 **Right to Conduct Audit or Review**. Franchisor shall have the right, in its sole determination, to require a review by such representative(s) as Franchisor shall choose, of all information pertaining to the Float Spa, including, without limitation, financial records, books, tax returns, papers, and business management software programs of Franchisee at any time during normal business hours without prior notice for the purpose of accurately tracking unit and System-wide sales, sales increases or decreases, effectiveness of advertising and promotions, and for other reasonable business purposes. Such review will take place at the Float Spa or Franchisee's head office (if different), or both, and Franchisee agrees to provide all information pertaining to the Float Spa requested by Franchisor during its review. If the review is done because of a failure by Franchisee to furnish reports, supporting records or other required information or to furnish the reports and information on a timely basis, Franchisee shall reimburse Franchisor for all costs of the audit or review including, without limitation, travel, lodging, wage expense and reasonable accounting and legal expense. The foregoing remedies shall be in addition to any other remedies Franchisor may have under this Agreement or applicable law. Franchisor shall have the right to conduct an audit and/or review of all information pertaining to the Float Spa upon termination or expiration of this Agreement.

10.3 **Computer System, Equipment and Software.**

A. Franchisee must acquire a computer for use in the operation of the Float Spa. Franchisee shall install and use the electronic data processing and communications hardware and software, including voicemail, business management systems, and a point-of-sale ("POS") reporting system, as Franchisor may designate (collectively, the "Computer System"). Franchisee agrees to maintain broadband connection to the required Computer System and to any other specified points of connection according to Franchisor's standards and specifications. Franchisee must upgrade and maintain the computer hardware and software and the POS system in the Float Spa, as required by Franchisor from time to time, and pay any fees associated with such upgrades. Franchisor reserves the right, at its sole discretion, to apply such upgrades or changes automatically and without notice in the event that Franchisee fails to promptly take action to operate the Float Spa to required standards.

B. Franchisee agrees to record all of its receipts, expenses, invoices, customer lists, floatation therapy sessions, and other business information promptly in the Computer System and use the software and POS system that Franchisor specifies or otherwise approves. Franchisor reserves the right to change the Computer System, and the accounting, business operations, customer service and other software at any time. Franchisee is solely responsible for obtaining its own employee-scheduling software.

C. Data, including names, addresses, contact information, and credit card or payment information of customers of the Float Spa will be captured on the required software, and will become the joint property of Franchisee and Franchisor during the Term of this Agreement. Franchisee is solely responsible for ensuring that the capture of customer data is done in compliance with any and all local,

state, and federal privacy laws. Franchisor will have independent access to information Franchisee generates and stores in the Computer System, including full and unrestricted administrative access to the business, tax, and accounting information. Franchisee will provide Franchisor with any passwords necessary to access the business information for the Float Spa that is stored on the required software and online. Franchisor may use such information to communicate directly to the customers of the Float Spa, and to provide updates, information, newsletters, and special offers to the customers. Upon expiration or termination of this Agreement, Franchisee shall have no further access or rights to the customer information and Franchisor shall be the sole owner of such information.

D. Franchisee and Franchisor acknowledge and agree that changes to technology are dynamic and not predictable within the term of this Agreement. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, Franchisee agrees that Franchisor shall have the right to establish, in writing, reasonable new standards for the implementation of technology in the System; and Franchisee agrees that it shall abide by those reasonable new standards established by Franchisor as if this Section 10.3 was periodically revised by Franchisor for that purpose.

E. Franchisee is solely responsible for protecting itself from disruptions, Internet access failures, Internet content failures, and cyber-attacks by hackers and other unauthorized intruders, and Franchisee waives any and all claims Franchisee may have against Franchisor as the direct or indirect result of such disruptions, failures, or attacks.

F. Franchisee agrees to take all reasonable and prudent steps necessary to ensure that its and its customers' data is protected at all times from unauthorized access or use by a third party or misuse, damage or destruction by any person.

G. Franchisee must comply with all laws and regulations relating to privacy and data protection, and must comply with any privacy policies or data protection and breach response policies Franchisor periodically may establish. Franchisee must notify Franchisor immediately of any suspected data breach at or in connection with the Float Spa.

10.4 **Insurance.**

A. Prior to the opening for business of the Float Spa and throughout the entire term of this Agreement, Franchisee will keep in force at Franchisee's own expense and by advance payment of the premium, the following insurance coverages:

(1) Workers' Compensation and Employer's Liability Insurance as well as such other insurance, with statutory limits, as required by law in the jurisdiction where the Float Spa is located. Employers Liability or "Stop Gap" insurance, with limits of not less than $1,000,000 each accident;

(2) Commercial General Liability Insurance, Occurrence form, including a per location or project aggregate, with the following coverages: owners and contractors protective liability, broad form property damage, contractual liability, severability of interest clause; personal and advertising injury; and products/completed operations; medical payments and fire damage liability; insuring you and us against all claims, suits, obligations, liabilities and damages, including attorneys' fees, based upon or arising out of actual or alleged personal injuries or property damage resulting from or occurring in the course of, or on or about or otherwise relating to the Float Spa including general aggregate coverage in the following limits:

Required Coverage	Minimum Limits of Coverage
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Damage to Rented Premises (each occurrence)	$100,000
Medical Expense (any one person)	$2,500

(3) "ALL RISK" or special property coverage of not less than current replacement cost of the Float Spa's glass windows, equipment, fixtures and leasehold improvements sufficient in the amount to restore the Float Spa to full operations;

(4) Business interruption insurance with coverage for at least twelve (12) months for actual losses. (For purposes of this Agreement, "Gross Sales" shall include any proceeds received by Franchisee in connection with a "business interruption" insurance claim); and

(5) Cyber Liability Insurance with a minimum coverage amount as set forth in the Manual and/or as otherwise determined by Franchisor and communicated to Franchisee.

B. All insurance policies must be written by an insurance company licensed in the state in which Franchisee operates its Float Spa. The insurance company must have at least an "A" Rating Classification as indicated in A.M. Best's Key Rating Guide.

C. Franchisor reserves the right, from time to time, in its discretion, to upgrade the insurance requirements or lower the required amounts as to policy limits, deductibles, scope of coverage, or rating of carriers in response to current industry standards, market conditions and/or landlord requirements. Within sixty (60) days of receipt of notice from Franchisor, Franchisee agrees to revise its coverage, as specified in any notice from Franchisor.

D. Franchisee's obligation to obtain and maintain the forgoing insurance policy or policies in the amounts specified shall not be limited by reason of any insurance that may be maintained by Franchisor nor relieve Franchisee of liability under the indemnity provisions set forth in this Agreement. Franchisee's insurance procurement obligations under this Section 10.4 are separate and independent of Franchisee's indemnity obligations.

E. Additional Insured Endorsement. All insurance shall name Franchisor as an additional insured, waive any subrogation rights or other rights to assert a claim back against Franchisor and shall contain a clause requiring notice to Franchisor thirty (30) days in advance of any cancellation or material change to any such policy. The "Additional Insured Endorsement" must be approved in writing by Franchisor and name Franchisor and its respective officers, directors, partners, members, affiliates, subsidiaries and employees as additional insureds. Additional insured status shall include, without limitation, coverage for ongoing and completed operations. The additional insured endorsement form shall be ISO CG 20 26 or any other form approved in writing by Franchisor that provides comparable coverage. Additional insured coverage shall not be limited to vicarious liability and shall extend to (and there shall be no endorsement limiting coverage for) the negligent acts, errors or omissions of Franchisor or other additional insureds. Franchisee shall maintain such additional insured status for Franchisor on its general liability policies continuously during the term of this Agreement.

F. The insurance policies described above are minimum requirements and Franchisee may purchase and maintain additional insurance policies or insurance policies with greater coverage limits. Franchisee shall provide Franchisor with copies of certificates of coverage, insurance policy endorsements, and other evidence of compliance with these requirements, at least annually, or as Franchisor periodically requires. Franchisee's failure to obtain or the lapse of any of the required insurance coverage shall be grounds for the immediate termination of this Agreement pursuant to Section 15.2, and Franchisee agrees that any losses, claims or causes of action arising after the lapse of or termination of insurance coverage will be the sole responsibility of Franchisee and that Franchisee will hold Franchisor harmless from all such losses, claims and/or causes of action. In addition, but not to the exclusion of the foregoing remedy, if Franchisee fails to procure or maintain the required insurance, Franchisor shall have the right and authority, but not the obligation, to procure immediately the insurance and Franchisee shall reimburse Franchisor for the cost of the insurance plus reasonable expenses immediately upon written notice. Franchisee is required to submit to Franchisor a copy of a Certificate of Insurance, with Franchisor as an additional insured, showing compliance with the foregoing requirements at least thirty (30) days before Franchisee commences operation of the Float Spa. Franchisor shall have a security interest in all insurance proceeds to the extent Franchisee has any outstanding obligations to Franchisor.

10.5 **Gift Card Program.** Franchisee agrees to participate in any gift card program instituted by Franchisor for all True REST Franchisees to sell, issue, or redeem gift cards (the "Gift Card Program"). Franchisee shall sell or otherwise issue True REST Float Spa gift cards to its customers and honor all True REST Float Spa gift cards presented at the Float Spa as payment for products and services, regardless of whether the gift card was sold or issued by Franchisee or another True REST Float Spa. When Franchisee sells or issues a gift card, Franchisee will keep the amount paid in its account until the gift card is redeemed. Franchisor will reconcile Franchisee's account with Franchisor ~~by: (1) crediting Franchisee for the full value of all gift card transactions redeemed by Franchisee weekly from other True REST Float Spas that issued the gift cards; and/or (2) debiting Franchisee for the full value of each gift card sold at the Float Spa, but redeemed at a different location~~in accordance with the then-current Gift Card Program policies and practices regarding the allocation of funds generated from the sale of gift cards, as set forth in the Manual or elsewhere by Franchisor. Franchisee will pay Royalties on ~~sales paid by~~the revenue Franchisee receives from redeemed gift cards ~~in the Float Spa~~. The True REST Float Spa gift cards have no expiration date, therefore Franchisee will remain liable for each gift card sold at the Float Spa upon it is redeemed for an undetermined amount of time. If this Agreement is terminated and not renewed, Franchisee must comply with all federal, state and local laws and regulations pertaining to any outstanding gift cards sold at the Float Spa that were not redeemed before the termination of this Agreement. Such compliance may include, but is not limited to, returning the funds collected for each outstanding gift card to the applicable customer or state.

11. RELATIONSHIP OF THE PARTIES; INDEMNIFICATION

11.1 **Independent Contractor**. The only relationship between Franchisor and Franchisee created by this Agreement is that of independent contractor, that the business conducted by Franchisee is completely separate and apart from any business that may be operated by Franchisor and that nothing in this Agreement shall create a fiduciary relationship between them or constitute either party as agent, legal representative, subsidiary, joint venturer, partner, employee, servant or fiduciary of the other party for any purpose whatsoever. Franchisee shall hold itself out to the public as an independent contractor operating the business pursuant to a license from Franchisor, and Franchisee agrees to take

such action including exhibiting a notice to that effect in such content, form and place as Franchisor may specify. It is further specifically agreed that Franchisee is not an affiliate of Franchisor and that neither party shall have authority to act for the other in any manner to create any obligations or indebtedness that would be binding upon the other party. Neither party shall be in any way responsible for any acts and/or omissions of the other, its agents, servants or employees and no representation to anyone will be made by either party that would create an implied or apparent agency or other similar relationship by and between the parties.

11.2 **Indemnification**. Franchisee shall indemnify, defend and hold harmless Franchisor, and its current or former affiliates, and their respective officers, directors and employees, accountants, and lawyers against any and all suits, claims, liabilities, costs and expenses, including, without limitation, attorneys' fees in any way relating to, arising out of or in conjunction with Franchisee's conduct of the business licensed hereunder, or Franchisee's or Franchisee's employees' actions or inaction. Franchisor reserves the right to appoint its own attorney. Franchisee waives and releases all claims by Franchisor against Franchisor for damages to property or injuries to persons arising out of the operation of the Float Spa.

12. CONFIDENTIAL INFORMATION

12.1 **Franchisor's Confidential Information**.

A. Franchisee acknowledges and agrees that all information relating to the System and to the development and operation of the Float Spa, including, without limitation, the Manual, the float pod, Franchisor's training program, customer and supplier lists, or other information or know-how distinctive to a True REST Franchise (all of the preceding information is referred to herein as the "Confidential Information") are considered to be proprietary and trade secrets of Franchisor. Franchisee agrees that all Confidential Information is to be held in the strictest of confidence during and after the term of this Agreement and is not to be divulged to anyone directly or indirectly at any time, except to Franchisee's Float Spa employees, including independent contractors, with a need to know the information in order to operate the Float Spa. Upon Franchisor's request, Franchisee shall require the Float Spa's employees and independent contractors to execute a nondisclosure and non-competition agreement in a form satisfactory to Franchisor. Franchisee shall not acquire any interest in the Confidential Information other than the right to utilize it in the Float Spa and agrees not to copy, duplicate, record or otherwise reproduce any Confidential Information, in whole or in part, nor otherwise make them available to any unauthorized person, nor use them in any other business or in any manner not specifically authorized or approved in writing by Franchisor. Franchisee shall adopt and implement all reasonable procedures to prevent unauthorized use, duplication or disclosure of Franchisor's Confidential Information. If Franchisee or Franchisee's employees or independent contractors learn about an unauthorized use of any trade secret or confidential materials, Franchisee must promptly notify Franchisor. Franchisor is not obligated to take any action, but will respond to the information as it deems appropriate. If Franchisee at any time conducts, owns, consults with, is employed by or otherwise assists a similar or competitive business to that franchised hereunder, the doctrine of "inevitable disclosure" will apply, and it will be presumed that Franchisee is in violation of this covenant; and in such case, it shall be Franchisee's burden to prove that Franchisee is not in violation of this covenant.

B. Franchisee agrees that any new concept, process or improvement in the operation or promotion of the Float Spa developed by or on behalf of Franchisee that relates to or enhances the True

REST Operating System, or any aspect of Franchisor's business, shall be the sole property of Franchisor, and Franchisee shall promptly notify Franchisor and shall provide Franchisor with all necessary information and execute all necessary documents with respect thereto, without compensation. Franchisee acknowledges that Franchisor may utilize or disclose such information to other Franchisees.

12.2 **No Other Interests.** Franchisee further acknowledges that Franchisor would be unable to protect its Confidential Information against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among True REST Franchisees if its franchisees were permitted to hold an interest in other floatation therapy businesses and otherwise to compete with Franchisor. Therefore, during the term of this Agreement, Franchisee must comply with the competitive covenant provisions of Article 13 herein.

12.3 **Injunctive Relief.** Franchisee expressly agrees that the existence of any claims it may have against Franchisor, whether or not arising out of this Agreement, shall not constitute a defense to the enforcement of this Article 12. Franchisee acknowledges and agrees that any failure to comply with the requirements of this Article 12 will cause Franchisor irreparable injury for which no adequate remedy at law is available, and Franchisee accordingly agrees that Franchisor shall be entitled to injunctive relief as specified in Section 16.2 herein to enforce the terms of this Article 12. Franchisee shall pay all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Franchisor in connection with the enforcement of this Article 12. The foregoing remedies shall be in addition to any other remedies Franchisor may have under this Agreement or applicable law.

13. COVENANTS NOT TO COMPETE

13.1 **Non-Competition Covenants of Franchisee.** To prevent a conflict of interest and unfair competition based upon Franchisee's knowledge and use of the System, the Marks, and other Confidential Information, Franchisee, including all officers, directors, holders of beneficial interests of Franchisee, members, general partners, any limited partners and their respective spouses and immediate family members, covenant and agree, pursuant to this Agreement, that Franchisee, shall not without Franchisor's prior written consent, directly or indirectly, as an individual, owner, partner, stockholder, member, employer, employee, consultant, or in any other capacity, participate in or share the earnings or profits of any floatation therapy business, any floatation therapy marketing or consulting business, any business offering products of a similar nature to those of the Float Spa, or in any business or entity which franchises, licenses or otherwise grants to others the right to operate such aforementioned businesses: (i) during the term of this Agreement and any extensions or renewals, at any location other than the Float Spa, (ii) for two (2) years after the expiration, termination or non-renewal (by Franchisor or by Franchisee for any reason) of this Agreement anywhere within a ten (10) mile radius of any True REST brand Float Spa whether franchised or owned by Franchisor or any of Franchisor's affiliates, and (iii) for two (2) years after Franchisee has assigned its interest in this Agreement anywhere within a ten (10) mile radius of any True REST brand Float Spa whether franchised or owned by Franchisor or any of Franchisor's affiliates.

13.2 **Franchisor's Right to Offer or Sell a Franchise to Employee of Franchisee.** Franchisee acknowledges that Franchisor has the right to offer to sell or to sell a True REST Float Spa franchise to any employee of Franchisee.

13.3 **Enforcement of Covenants.**

A. Franchisee expressly agrees that the existence of any claims it may have against Franchisor, whether or not arising out of this Agreement, shall not constitute a defense to the enforcement of the covenants in this Article 13. Franchisee acknowledges and agrees that in view of the nature of the System and the business of Franchisor, the restrictions contained in this Article 13 are reasonable and necessary to protect the legitimate interests of the System and Franchisor. Franchisee further acknowledges and agrees that Franchisee's violation of the terms of this Article 13 will cause irreparable injury to Franchisor for which no adequate remedy at law is available, and Franchisee accordingly agrees that Franchisor shall be entitled to preliminary and permanent injunctive relief and damages, as well as, an equitable accounting of all earnings, profits, and other benefits arising from such violation, which remedies shall be cumulative and in addition to any other rights or remedies to which Franchisor shall be entitled. Franchisee agrees to waive any bond that may be required or imposed in connection with the issuance of any preliminary or provisional relief. Franchisee shall pay all costs and expenses, including, without limitation, reasonable attorneys' fees, and interest on such fees, costs and expenses, incurred by Franchisor in connection with the enforcement of this Article 13. If Franchisee violates any restriction contained in this Article 13, and it is necessary for Franchisor to seek equitable relief, the restrictions contained herein shall remain in effect until two (2) years after such relief is granted. If Franchisee contests the enforcement of Article 13 and enforcement is delayed pending litigation, and if Franchisor prevails, the period of non-competition shall be extended for an additional period equal to the period of time that enforcement of this Article 13 is delayed.

B. Franchisee agrees that the provisions of this covenant not to compete are reasonable. If, however, any court should find this Article 13 or any portion of this Article 13 to be unenforceable and/or unreasonable, the court is authorized and directed to reduce the scope or duration (or both) of the provision(s) in issue to the extent necessary to render it enforceable and/or reasonable and to enforce the provision so revised.

C. Franchisor shall have the right, in Franchisor's discretion, to reduce the scope of any covenant not to compete set forth in this Agreement, or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee shall comply with any covenant as so modified.

14. TRANSFER OF INTEREST

14.1 **Franchisor's Approval Required.** All rights and interests of Franchisee arising from this Agreement are personal to Franchisee and except as otherwise provided in this Article 14, Franchisee shall not, without Franchisor's prior written consent, voluntarily or involuntarily, by operation of law or otherwise, sell, assign, transfer, pledge or encumber its interest in this Agreement, in the license granted hereby, in the assets of the Float Spa, any of its rights hereunder, or in the lease for the premises at which the Float Spa is located, and any purported sale, assignment, transfer, pledge or encumbrances shall be null and void. If Franchisee is a corporation, limited liability, partnership, or an individual or group of individuals, any assignment (or new issuance), directly or indirectly, occurring as a result of a single transaction or a series of transactions that alters the Percentage of Ownership Interest reflected in Section 17.3 of this Agreement must promptly be reported to Franchisor and is a "transfer" within the meaning of this Article 14.

14.2 **Conditions for Approval of Transfer.** Franchisor shall not unreasonably withhold its approval of a proposed transfer, provided that the prospective transferee, in Franchisor's reasonable judgment, is of good moral character and reputation, has no conflicting interests, has a good credit rating and sufficient

and competent business experience, aptitude and financial resources acceptable to Franchisor's then-current standards for franchisees; and that the following conditions are met: (1) Franchisee pays Franchisor a Transfer Fee in the amount of $5,000; (2) Franchisee signs a general release of all claims in Franchisor's standard form; (3) the Float Spa and equipment must be upgraded, refurbished or repaired if Franchisor, in its sole discretion, decides it's necessary; and (4) the transferee attends and successfully completes the True REST training program at its own expense. The Transfer Fee, less any administrative costs incurred by Franchisor to review the proposed transfer and evaluate the prospective transferee, is refundable if the proposed transfer is not approved by Franchisor.

14.3 **Permitted Transfers to a Corporation or LLC or Affiliate Company**. If Franchisee is an individual or partnership, and desires to assign and transfer its rights, assets and obligations under this Agreement to a corporation or limited liability company that is wholly-owned by Franchisee and formed for the convenience of ownership, it may do so without approval from Franchisor, and without payment of a transfer fee, so long as the terms and conditions of the this Agreement remain unchanged, and the Franchisee shall own and control all of the equity and voting power of all issued and outstanding stock of the transferee corporation or all of the equity and voting power of the limited liability company and, if Franchisee is more than one individual, each individual shall have the same proportionate ownership interest in the corporation or limited liability company as he or she had in Franchisee prior to the transfer.

14.4 **Death or Disability of Franchisee**. In the event of the death or disability of Franchisee, if an individual, or of a stockholder of a corporate Franchisee, or of a partner of a Franchisee which is a partnership, or a member of a Franchisee which is a limited liability company, the transfer of Franchisee's or the deceased stockholder's, partner's or member's interest in this Agreement to his or her heirs, trust, personal representative or conservators, as applicable, must occur within six (6) months of the death or disability, but, shall not be deemed a transfer by Franchisee (provided that the responsible supervisorial or managerial personnel or agents of Franchisee have been satisfactorily trained at Franchisor's Initial Training) nor obligate Franchisee to pay any transfer fee. If Franchisor determines (i) there is no imminent transfer to a qualified successor or (ii) there is no heir or other principal person capable of operating the Float Spa, Franchisor shall have the right, but not the obligation, to immediately appoint a manager and commence operating the Float Spa on behalf of Franchisee. Franchisee shall be obligated to, and shall pay to Franchisor all reasonable costs and expenses for such management assistance, including without limitation, the manager's salary, room and board, travel expenses and all other related expenses of the Franchisor appointed manager. Operation of the Float Spa during any such period shall be for and on behalf of Franchisee, provided that Franchisor shall only have a duty to utilize reasonable efforts and shall not be liable to Franchisee or its owners for any debts, loses or obligations incurred by the Float Spa, or to any creditor of Franchisee for any supplies, inventory, equipment, furniture, fixtures or services purchased by the Float Spa during any period in which it is managed by a Franchisor appointed manager. Franchisor may, in its sole discretion, extend the six (6) month period of time for completing a transfer contemplated by this Section.

14.5 **Relocation**. Except in cases when Franchisee is in default of its lease, if the Float Spa location is lost through condemnation, loss of lease, fire or other casualty, Franchisee may identify a new Authorized Location within the same Designated Market Area in which the Float Spa was located, subject to the consent of Franchisor. Franchisee must apply for Franchisor's consent to relocate at the new Float Spa location and execute a general release in favor of Franchisor, both in the form prescribed by Franchisor. Franchisor will consent to or reject Franchisee's relocation application in accordance with its then-current relocation and closure policy. If the Float Spa is temporarily closed pending relocation,

Franchisee may not assign any interest in the franchise to another party or entity until such time as the Float Spa is once again in operation, as determined by Franchisor. Any such relocation shall be at Franchisee's sole expense and Franchisor shall have the right to charge Franchisee for any costs incurred by Franchisor, and a reasonable fee for its services, in connection with any such relocation.

14.6 **Transfer by Franchisor**. Franchisor shall have the right to transfer or assign all or any part of its rights or obligations herein to any person or legal entity, directly or indirectly, by merger, assignment, pledge or other means.

15. DEFAULT AND TERMINATION OF AGREEMENT

15.1 **Termination of Franchise by Franchisee**. If Franchisee is in substantial compliance with this Agreement and Franchisor materially breaches this Agreement and fails to cure or remedy such breach within thirty (30) days after written notice thereof delivered from Franchisee, Franchisee may terminate this Agreement. Such termination will be effective thirty (30) days after delivery to Franchisor of notice that such breach has not been cured or remedied and Franchisee elects to terminate this Agreement, except that if such cure, by its nature, may take longer than thirty (30) days to cure, then Franchisee may not terminate this Agreement so long as Franchisor is making a good faith effort to cure or remedy the breach. A termination by Franchisee for any other reasons shall be deemed a termination by Franchisee without cause.

15.2 **Termination of Franchise by Franchisor**. Franchisor shall have the right to terminate this Agreement for "good cause" upon delivering notice of termination to Franchisee. For purposes of this Agreement, "good cause" shall include, without limitation: (i) a material breach of this Agreement or any other agreement between Franchisee and Franchisor or any of Franchisor's affiliates, (ii) intentional, repeated or continuous breach of any provision of this Agreement or any other agreement between Franchisee and Franchisor or any of Franchisor's affiliates, and (iii) the breaches set forth below:

A. **Immediate Termination**. Franchisee shall be deemed to be in default and Franchisor may terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon receipt of notice by Franchisee, and such termination shall be for good cause where the grounds for termination are:

(1) Franchisee has made any material misrepresentation or omission in applying for the franchise or in executing or performing under this Agreement or any other agreement between Franchisee and Franchisor or any of Franchisor's affiliates;

(2) Franchisee becomes insolvent by reason of Franchisee's inability to pay debts as they become due, or makes an assignment for the benefit of creditors or makes an admission of Franchisee's inability to pay obligations as they become due;

(3) Franchisee files a petition in bankruptcy, or an involuntary petition in bankruptcy is filed against Franchisee or a receiver is appointed for Franchisee's business, or a final judgment remains unsatisfied or of record for 30 days or longer; or if Franchisee is a corporation, limited liability company or partnership, Franchisee is dissolved;

(4) Franchisee voluntarily abandons or discontinues to actively operate the Float Spa for two (2) consecutive business days or more in any twelve (12) month period, ~~and~~or it is readily

apparent that Franchisee has closed or abandoned the Float Spa and has discontinued operations;

(5) Franchisee or any of its principal officers, directors, partners or managing members is convicted of or pleads no contest to a felony or other crime or offense that adversely affect the reputation of the System or the goodwill associated with the Marks;

(6) Franchisee makes an unauthorized direct or indirect transfer or attempted or purported transfer of this Agreement, or makes an unauthorized direct or indirect transfer or attempted or purported transfer of an ownership interest in the Franchise, or fails or refuses to transfer the Franchise or the interest in the Franchise of a deceased or disabled controlling owner thereof as required;

(7) Franchisee falsifies any financial reports or records required to be provided by Franchisee to Franchisor under this Agreement;

(8) Franchisee's disclosure, utilization, or duplication of any portion of the System, the Manual or other proprietary or Confidential Information relating to the Float Spa that is contrary to the provisions of this Agreement;

(9) Franchisee violates any health or safety law, ordinance or regulation or operates the Float Spa in a manner that presents a health or safety hazard to its customers or to the public;

(10) Franchisee fails to obtain lawful possession of an acceptable location and to open for business as a True REST Float Spa within ~~nine~~twelve (~~9~~12) months after this Agreement is accepted by Franchisor;

(11) Franchisee defaults under the lease agreement or otherwise loses the right to possess the premises at the location at which the Float Spa is located;

(12) Franchisee fails to comply with the covenants not to compete as required in Article 13 herein; or

(13) Franchisee, after curing a default pursuant to Section 15.2B herein, commits the same act of default again within any twelve (12) consecutive month period whether or not such default is cured after notice thereof is delivered to Franchisee, or if Franchisee received three (3) or more default notices from Franchisor within any twelve (12) consecutive monthly period whether or not such defaults were related to the same problem or were cured after notice thereof was delivered to Franchisee.

B. **Termination with Notice**. In addition to the provisions of Section 15.2A, if Franchisee shall be in default under the terms of this Agreement and the default shall not be cured or remedied (to Franchisor's satisfaction) within thirty (30) days after receipt of written notice from Franchisor (and 10 days prior notice in the event of a default described in Subsections (5), (6) and (7) below), in addition to all other remedies available to Franchisor at law or in equity, Franchisor may immediately terminate this Agreement. If any such default is not cured within the specified cure period, this Agreement shall terminate without further notice to Franchisee effective immediately upon expiration of the cure period. Franchisee shall be in default, and each of the following shall constitute good cause for termination under this Agreement:

(1) Failure, refusal or neglect by Franchisee to obtain Franchisor's prior written approval or consent any time such approval or consent is required by this Agreement;

(2) Franchisee's failure to comply with any provision of this Agreement that does not otherwise provide for immediate termination, or failure to comply with the Manual, or Franchisee's bad faith in carrying out the terms of this Agreement;

(3) Failure by Franchisee to maintain books and financial records for the Float Spa suitable for proper financial audit or failure by Franchisee to permit Franchisor to carry out its rights to conduct an inspection or audit as provided in this Agreement or failure by Franchisee to submit as required by this Agreement all reports, records and information of the True REST Float Spa;

(4) Franchisee, or if Franchisee has elected not to directly supervise "on-premises" the day-to-day Float Spa operations, then Franchisee's supervisorial or managerial personnel, fails to complete, to Franchisor's satisfaction, the initial training program as provided in this Agreement;

(5) Franchisee fails to pay when due any amount owing to Franchisor or its affiliates under this Agreement or any other agreement, or is unable to obtain adequate financing to cover all costs of developing, opening and operating the Float Spa;

(6) Franchisee fails to pay when due any amounts owing to any person or entity in connection with the construction, leasing, financing, operation or supply of the Float Spa;

(7) Franchisee closes any bank account without completing all of the following after such closing: (i) immediately notifying Franchisor in writing, (ii) immediately establishing another bank account, and (iii) executing and delivering to Franchisor all documents necessary for Franchisor to begin and continue making withdrawals from such bank account by electronic funds transfer as Exhibit 2 to this Agreement permits;

(8) Franchisee fails to maintain or suffers cancellation of any insurance coverage required under this Agreement;

(9) Any transfer or attempted transfer by Franchisee or any partner, member or shareholder in Franchisee of any rights or obligations under this Agreement to any third party without the prior written consent of Franchisor;

(10) Franchisee offers in conjunction with the operation of the Float Spa products or services that have not been approved by Franchisor;

(11) Franchisee failures to abide by the pertinent marketing and advertising requirements and procedures and participate in marketing programs for the business as established by Franchisor; or

(12) Franchisee fails to comply with the Performance Standards as set forth in the provisions of this Agreement, as prescribed by Franchisor, or in the Manual, including, but not limited to, the System Standards for cleanliness, customer service, equipment maintenance, and any other System Standards which effect or enhance the customer experience at the Float Spa; and the Minimum Sales

Quota.

15.3 **Cross-Default.** If there are now, or hereafter shall be, other Franchise Agreements or any other agreements in effect between Franchisee and Franchisor and/or any of Franchisor's affiliates, a default by Franchisee under the terms and conditions of this or any other such agreement, shall at the option of Franchisor, constitute a default under all such agreements.

15.4 **Obligations of Franchisee upon Termination, Expiration or Non-Renewal.** Immediately upon termination, expiration or non-renewal of this Agreement for any reason:

A. All rights, privileges and licenses granted by Franchisor to Franchisee shall immediately cease and be null and void and of no further force and effect, and all such rights, privileges and licenses shall immediately revert to Franchisor;

B. Franchisee shall cease to be an authorized True REST franchise owner, and shall immediately, at its own expense, remove all signs, obliterate or remove all letterheads, labels or any other item or form of identification that would in any way link or associate Franchisee, its goods and/or services with Franchisor, and shall immediately cease to use, in any manner, the Marks, System and any other copyrighted information or materials or any confidential information Franchisee obtained as a result of the franchise granted to Franchisee;

C. Franchisee shall immediately terminate all advertising and promotional efforts and any other act that would in any way indicate that Franchisee is or was ever an authorized True REST franchisee;

D. Franchisee shall cancel any assumed name of Franchisee or equivalent registration that contains any Proprietary Mark, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within five (5) days after termination, expiration or non-renewal of this Agreement;

E. Franchisee agrees not to use any reproduction, counterfeit, copy, or colorable imitation of the Marks 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 use any trade dress or designation of origin or description or representation that falsely suggests or represents an association or connection with Franchisor;

F. Franchisee shall pay all sums owing to Franchisor. In the event of termination for any default of Franchisee, such sums shall include all damages, costs and expenses, including reasonable legal fees, incurred by Franchisor as a result of the default;

G. Franchisee shall comply with the covenants set forth in Articles 12 and 13 of this Agreement;

H. Franchisee shall, at Franchisor's option, assign to Franchisor any interest that Franchisee has in any lease for the premises of the Float Spa; and

I. Franchisor shall have the option**,** exercisable by giving written notice thereof within thirty (30) days from the date of such termination, expiration or non-renewal to purchase any and all

equipment, furniture, fixtures, signs, sundries and supplies owned by Franchisee and used in the Float Spa, at the lesser of (i) Franchisee's cost less depreciation computed on a reasonable straight line basis (as determined in accordance with generally accepted accounting principles and consistent with industry standards and customs) or (ii) fair market value of such assets, less (in either case) any outstanding liabilities of the Float Spa. In addition, Franchisor shall have the option to assume Franchisee's lease for the lease location of the Float Spa, or if an assignment is prohibited, a sublease for the full remaining term on the same terms and conditions as Franchisee's lease. No value will be attributed to the value of the Marks or the system or to the assignment of the lease (or sublease) for the premises or the assignment of any other assets used in conjunction with the Float Spa, and Franchisor will not be required to pay any separate consideration for any such assignment or sublease.

If the parties cannot agree on fair market value within thirty (30) days of Franchisor's notice of intent to purchase, fair market value shall be determined by an experienced, professional and impartial third-party appraiser without regard to goodwill or going concern value, designated by Franchisor and acceptable to Franchisee, whose determination shall be final and binding on both parties. The cost of such appraisal shall be borne equally by Franchisor and Franchisee. If the parties cannot agree upon an appraiser one shall be appointed by the American Arbitration Association, upon petition of either party.

Franchisor shall have the right to withhold from the purchase price funds sufficient to pay all outstanding debts and liabilities of Franchisee and the Float Spa and to pay such debts and liabilities from such funds.

J. Termination, expiration or non-renewal of this Agreement shall not affect, modify or discharge any claims, rights, causes of action or remedies, which Franchisor may have against Franchisee, whether under this Agreement or otherwise, for any reason whatsoever, whether such claims or rights arise before or after termination.

15.5 **Franchisor's Rights and Remedies in Addition to Termination.**

A. If Franchisee shall be in default in the performance of any of its obligations or breach any term or condition of this Agreement, in addition to Franchisor's right to terminate this Agreement, and without limiting any other rights or remedies to which Franchisor may be entitled at law or in equity, Franchisor may, at its election, immediately or at any time thereafter, and without notice to Franchisee cure such default for the account of and on behalf of Franchisee including, without limitation, entering upon and taking possession of the Float Spa and to taking in the name of Franchisee, all other actions necessary to effect the provisions of this Agreement and any such entry or other action shall not be deemed a trespass or other illegal act, and Franchisor shall not be liable in any manner to Franchisee for so doing, and Franchisee shall pay the entire cost thereof to Franchisor on demand, including reasonable compensation to Franchisor for the management of the Float Spa.

~~B. At Franchisor's election, Franchisor may, as an alternative to exercising its rights under Section 15.5A above, in the event of a premature termination of this Agreement, require Franchisee to pay Franchisor liquidated damages in an amount equal to the sum of the Royalty Fees paid to Franchisor for the twenty-four (24) months prior to the termination of this Agreement. Franchisee's payment to Franchisor would not be a penalty for breaching this Franchise Agreement, but rather a reasonable estimate of the losses Franchisor would incur in the event of the closure of Franchisee's Float Spa. Should Franchisor elect to enforce its right to liquidated damages under this Section, Franchisee's~~

~~obligation to pay such damages would be in addition to Franchisee's obligations to (i) pay all amounts still owed to Franchisor, and (ii) adhere to Franchisee's other post termination obligations. Franchisor's right to payment of liquidated damages would be in addition to all other post termination remedies available to Franchisor under the law.~~

~~C~~B. If this Agreement is terminated by Franchisor with cause or Franchisee unilaterally attempts to terminate this Agreement without cause, then Franchisee may be liable for all unpaid future Royalty Fees, Marketing Fund Contributions, and lost profits, as well as any other direct, actual or consequential damages for the remainder of the Term of this Agreement.

16. RESOLUTION OF DISPUTES

16.1 **Mediation, Mandatory Binding Arbitration, and Waiver of Court Trial.** Franchisee and Franchisor believe that it is important to resolve any disputes amicably, quickly, cost effectively and professionally and to return to business as soon as possible. Franchisee and franchisor have agreed that the provisions of this Section 16 support these mutual objectives and, therefore, agree as follows:

A. **Claim Process**. Any litigation, claim, dispute, suit, action, controversy, or proceeding of any type whatsoever, between or involving Franchisee and any of its affiliates, on the one hand, and Franchisor and any of its affiliates, on the other hand, arising out of, related to, or referencing this Agreement or its breach in any way, including, without limitation, any claim arising in contract or tort arising out of the relationship created by this Agreement, for equitable relief, or asserting that this Agreement is invalid, illegal, or void, ("Claim") shall be processed in the following manner, Franchisee and Franchisor each expressly waiving all rights to any court proceeding, except as expressly provided below at Section 16.1 D.

(i) First, the Claim will be discussed in a face-to-face meeting held in the county where Franchisor's then-current headquarters is located, within thirty (30) days after either Franchisee or Franchisor gives written notice to the other proposing such a meeting.

(ii) Second, if the Claim is not resolved from the face-to-face meeting, it shall be submitted to non-binding mediation in the county where Franchisor's then-current headquarters is located. Franchisee and Franchisor will split the costs, and each will bear their own expenses of any mediation. Any mediation/arbitration will be conducted by a mediator/arbitrator experienced in franchising. Any party may be represented by counsel and may, with permission of the mediator, bring persons appropriate to the proceeding. If both Franchisee and Franchisor do not want to participate in mediation, then they shall proceed to arbitration as provided below.

(iii) Third, the Claim shall be submitted to and finally resolved by binding arbitration before a single arbitrator in the county where Franchisor's then-current headquarters is located, and in accordance with the Commercial Arbitration Rules of the American Arbitration Association or its successor. On election by any party, arbitration and/or any other remedy allowed by this Agreement may proceed forward at the same time as mediation. Judgment on any preliminary or final arbitration award will be final and binding, and may be entered in any court having jurisdiction. Any dispute arising out of or in connection with this arbitration provision, including any question regarding its existence, validity, scope, or termination shall be referred to and finally resolved by arbitration.

B. **Confidentiality**. The parties to any meeting/mediation/arbitration will sign confidentiality agreements. However, the parties will be permitted to make public disclosures and filings as are required by law and will be permitted to speak to individuals reasonably necessary to prepare for mediation or arbitration, including but not limited to percipient witnesses and expert witnesses.

C. **Fees and Costs**. In the event of any arbitration or litigation (also including appeals, petitions for confirmation, modification, or vacation of an award) arising out of or relating to a Claim, this Agreement, the breach of this Agreement, or the relationship of the parties to this Agreement, the prevailing party will be reimbursed by the other party for all costs and expenses incurred in connection with such arbitration or litigation, including, without limitation, reasonable attorneys' fees.

D. **Disputes Not Subject to the Mediation/Arbitration Process**. Claims or disputes seeking (a) injunctive relief as to the validity of the Marks and/or any intellectual property licensed to Franchisee and use of the Marks or other intellectual property licensed to the Franchisee, (b) injunctive relief for health and safety issues and violations, or (c) injunctive relief as to the validity and enforcement of the covenants not to compete, may be submitted to Court, provided that only the portion of any such claim or dispute requesting injunctive relief shall be subject to Court action, and any portion of such claim or dispute seeking monetary damages or other relief will be subject to the Claim Process outlined above in paragraph 16.1.A.

E. **Intentions of Franchisee and Franchisor**. Franchisee and Franchisor mutually agree (and have expressly had a meeting of the minds) that, notwithstanding any contrary provisions of state, federal or other law, and/or any statements in Franchisor's Franchise Disclosure Document required by a state or the Federal government as a condition to registration or for some other purpose:

(i) all issues relating to the enforcement of arbitration-related provisions of this Agreement will be decided by the arbitrator (including all Claims that any terms were procured by fraud or similar means) and governed only by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and the federal common law of arbitration and exclusive of state statutes and/or common law;

(ii) all provisions of this Agreement shall be fully enforced, including (but not limited to) those relating to arbitration, waiver of jury trial, limitation of damages, venue, and choice of laws;

(iii) Franchisee and Franchisor intend to rely on federal preemption under the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and, as a result, the provisions of this Agreement will be enforced only according to its terms;

(iv) **Franchisee and Franchisor each knowingly waive all rights to a court or jury trial** (except as expressly provided in this Agreement), understanding that arbitration may be less formal than a court or jury trial, may use different rules of procedure and evidence and that appeal is generally less available, but still strongly preferring mediation and/or arbitration as provided in this Agreement;

(v) in the Claim Process, Franchisee and Franchisor agree that each may bring claims against the other only in the Franchisee's or Franchisor's individual capacity and not as a plaintiff or class member in any class or representative action or any multiple plaintiff or consolidated proceeding. Unless both Franchisee and Franchisor agree, no arbitrator may consolidate more than one

person's claims or otherwise preside over any form of representative, class, multiple plaintiff or consolidated proceeding; and

(vi) the terms of this Agreement (including but not limited to this Section 16) shall control with respect to any matters of choice of law. Nothing in this or any related agreement, however, is intended to disclaim the representations Franchisor made in the Franchise Disclosure Document it furnished to Franchisee.

16.2 **Venue.** Without in any way limiting or otherwise affecting the obligations of Franchisee and Franchisor under Section 16.1 above, Franchisee and Franchisor agree that any litigation will be brought in a court of competent jurisdiction in the county where Franchisor's then-current headquarters is located.

16.3 **Class Action Waiver.** To the extent any party brings any claim for relief, cause of action, or proceeding in court, Franchisee and Franchisor also agree that each may only bring such claims for relief, causes of action, or proceedings against the other in the Franchisee's or Franchisor's individual capacity and not as a plaintiff or class member in any class or representative action or any multiple plaintiff or consolidated proceeding. Unless both Franchisee and Franchisor agree, no court may consolidate more than one person's claims for relief, causes of action, or proceeding, or otherwise preside over any form of representative, class, multiple plaintiff, or consolidated proceeding.

16.4 **Choice of Laws.** Franchisee and Franchisor agree on the practical business importance of certainty as to the law applicable to their relationship and its possible effect on the development and competitive position of the System. Therefore, Franchisee and Franchisor also agree that, except with respect to the applicability of the Federal Arbitration Act, 9 U.S.C. § 1 et seq. and the effect of federal pre-emption of state law by such Act, and except to the extent governed by the Lanham Act (15 U.S.C. §1051 et seq.) and other federal laws and as otherwise expressly provided in this Agreement, this Agreement and all other matters, including, but not limited to respective rights and obligations, concerning Franchisee and Franchisor, will be governed by, and construed and enforced in accordance with, the laws of California; except (i) that the statutes or regulations regarding franchises (including, without limitation, investment, registration, disclosure, termination, and/or relationship laws) of the state where the Franchisee's Store is located shall apply to this Agreement and the parties' relationship instead of California's statutes or regulations regarding franchises; and (ii) the law of California will not govern the covenants not to compete in Article 13 of this Agreement. Instead, the covenants not to compete in Article 13 will be governed by the law of the state where the Franchisee's store is located. Franchisee and Franchisor agree that this provision shall be enforced without regard to the laws of California relating to conflicts of laws or choice of law.

16.5 **Binding Effect, Modification.** This Agreement is binding on the parties hereto and their respective executors, administrators, heirs, assigns, and successors in interest, and will not be modified or supplemented except by means of a written agreement signed by both Franchisee and Franchisor's President or one of Franchisor's Vice Presidents. However, Franchisee and Franchisor understand and agree that changes to the Manual made in accordance with this Agreement are binding and do not require any acceptance by Franchisee, written or otherwise, to be effective and enforceable. No other officer, field representative, salesperson or other person has the right or authority modify this Agreement, or to make any representations or agreements on Franchisor's behalf, and any such modifications, representations and/or agreements will not be binding.

16.6 **Non-Retention of Funds.** Neither party has the right to offset or withhold payments of any kind owed or to be owed to the other against amounts purportedly due as a result of any dispute of any nature or otherwise, except as authorized by an arbitration award, or as expressly provided otherwise in this Agreement.

17. MISCELLANEOUS PROVISIONS

17.1 **Severability of Provisions.** Each provision of this Agreement, and any portion of any provision, is severable (including, but not limited to, any provision related to dispute resolution).

17.2 **Waiver and Delay**. No failure, refusal or neglect of Franchisor to exercise any right, power, remedy or option reserved to it under this Agreement, or to insist upon strict compliance by Franchisee with any obligation, condition, specification, standard or operating procedure in this Agreement, shall constitute a waiver of any provision of this Agreement and the right of Franchisor to demand exact compliance with this Agreement, or to declare any subsequent breach or default or nullify the effectiveness of any provision of this Agreement. Subsequent acceptance by Franchisor of any payment(s) due it under this Agreement shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement.

17.3 **Designation of Responsible Parties**. Franchisee represents and warrants to Franchisor that the list below states: (i) the name, mailing address and equity interest of each person holding any shares or other form of ownership, or security interest convertible into an equity interest, in Franchisee, showing percentage of ownership held by each and (ii) the name and mailing address of the individual(s) who will be the principal franchisee-operator(s) (the "Designated Operator(s)") of the business franchised hereunder. The Designated Operator(s) (there may be up to two such individuals but only one address to which Franchisor communicates to regarding the franchise) named has the authority to act for Franchisee in all matters relating to the True REST Franchise, including voting responsibilities. Only those individuals who are party to this Agreement and have an ownership interest in the franchise entity may be listed as a Designated Operator(s). Franchisee shall promptly notify Franchisor of any change in any such information. Any change in the Designated Operator(s) or in shareholder information is subject to Article 14 and the training requirements of this Agreement:

Franchisee is a ☐ _____, organized under the laws of _____, or ☐ Franchisee is an individual or group of individuals, and hereby represents and warrants that the information stated below is true and accurate as of the date set forth below:

Shareholder, Partner, Member or Individual Name and Address	**Percentage of Ownership Interest in Franchisee**
_____	_____
_____	
_____	
_____	_____
_____	
_____	

Designated Operator(s): _____

17.4 **Franchisor's Discretion**. Except as otherwise specifically referenced herein, all acts, decisions, determinations, specifications, prescriptions, authorizations, approvals, consents and similar acts by Franchisor may be taken or exercised in the sole and absolute discretion of Franchisor, regardless of the impact upon Franchisee. Franchisee acknowledges and agrees that when Franchisor exercises its discretion or judgment, its decisions may be for the benefit of Franchisor or the True REST franchise network and may not be in the best interest of Franchisee as an individual franchise owner.

17.5 **Notices**.

A. All notices which the parties hereto may be required or permitted to give under this Agreement shall be in writing and shall be given by any of the following methods: (1) personally delivered ~~or~~; (2) mailed by certified or registered mail, return receipt requested, postage paid~~, or~~; (3) by reliable overnight delivery service~~, addressed as follows:~~; or (4) by electronic transmission, including email and facsimile. "Electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

The addresses for the parties are as follows:

If to Franchisor: TRUE REST FRANCHISING, LLC
1001 B Avenue, Suite 102
Coronado, California 92118
Attn: James Rowe
Email: franchising@truerest.com

If to Franchisee:

_____
_____
_____
Attention: _____
Email: _____

B. The ~~addressees herein~~above addresses given for ~~notices~~notice may be changed at any time, by either party, by giving ten (10) calendar days prior written notice ~~given~~ to the other party, as herein provided. Notices delivered by certified or registered mail shall be deemed to have been given three (3) business days after postmark by United States Postal Service, or the next business day after deposit with reliable overnight delivery service or when delivered by hand. Notices sent by electronic transmission shall be deemed to have been given on the next business day after being sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email or facsimile has not been delivered.

17.8 **No Recourse Against Nonparty Affiliates.** All claims, obligations, liabilities, or causes of action (whether in contract or in tort, in law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this

Agreement, or the negotiation, execution, or performance of this Agreement (including any representation or warranty made in, in connection with, or as an inducement to this Agreement, but not including separate undertakings such as guarantees of performance, personal guaranties, or corporate guarantees), may be made only against (and are those solely of) the entities that are expressly identified as parties in the preamble to this Agreement ("Contracting Parties"). No Person who is not a Contracting Party, including without limitation any director, officer, employee, incorporator, member, partner, manager, stockholder, affiliate, agent, attorney, or representative of, and any financial advisor or lender to, any of the foregoing ("Nonparty Affiliates"), shall have any liability (whether in contract or in tort, in law or in equity, or granted by statute) for any claims, causes of action, obligations, or liabilities arising under, out of, in connection with, or related in any manner to this Agreement or based on, in respect of, or by reason of this Agreement or its negotiation, execution, performance, or breach; and, to the maximum extent permitted by law, each Contracting Party hereby waives and releases all such liabilities, claims, causes of action, and obligations against any such Nonparty Affiliates, unless such liabilities, claims, causes of action, and obligations arise from deliberately fraudulent acts. Without limiting the foregoing, to the maximum extent permitted by law, (a) each Contracting Party hereby waives and releases any and all rights, claims, demands or causes of action that may otherwise be available at law or in equity, or granted by statute, to avoid or disregard the entity form of a Contracting Party or otherwise impose liability of a Contracting Party on any Nonparty Affiliate, whether granted by statute or based on theories of equity, agency, control, instrumentality, alter ego, domination, sham, single business enterprise, piercing the veil, unfairness, undercapitalization, or otherwise; and (b) each Contracting Party disclaims any reliance upon any Nonparty Affiliates with to the performance of this Agreement or any representation or warranty made in, in connection with, or as an inducement to this Agreement. Nothing herein is intended to prevent a Contracting Party from pursuing any distinct legal rights it may have against a Nonparty Affiliate which arise from a separate document, such as a guaranty of performance, personal guaranty, corporate guaranty or similar agreement. Notwithstanding any other provision of this Agreement which limits the right of prospective Third-Party Beneficiaries, any Nonparty Affiliate may rely on this provision and enforce it against any Contracting Party or other Person or entity.

17.9 **Force Majeure.** Whenever a period of time is provided in this Agreement for either party to do or perform any act or thing, except the payment of monies, neither party shall be liable or responsible for any delays due to Force Majeure or other causes beyond the reasonable control of the parties that materially affects a party's ability to perform. In this Agreement, the term "Force Majeure" shall include any of the following: (i) casualty or condemnation; (ii) storm, earthquake, hurricane, tornado, flood or other act of God; (iii) war, insurrection, pandemics, epidemics, quarantine restrictions, civil commotion or act of terrorism; (iv) strikes or lockouts; (v) embargoes, lack of water, materials, power or telephone transmissions specified or reasonably necessary in connection with the production, storage, shipment, or sale of goods and services; or (vi) failure of any applicable governmental authority to issue any approvals, or the suspension, termination or revocation of any material approvals, required for the production, storage, shipment, or sale of goods or services. Any time period for the performance of an obligation shall be extended for the amount of time of the delay. The party whose performance is affected by any of such causes shall give prompt written notice of the circumstances of such event to the other party, but in no event more than five (5) days after the commencement of such event. The notice shall describe the nature of the event and an estimate as to its duration. This clause shall not apply or not result in an extension of the term of this Agreement.

17.10 **Similar Agreements**. Franchisor makes no warranty or representation that anything contained in this Agreement may be construed as requiring that all the True REST franchise agreements issued by

Franchisor, during any time period, contain terms substantially similar to those contained in this Agreement. Further, Franchisee agrees and acknowledges that Franchisor may, in its reasonable business judgment, due to local business conditions or otherwise, waive or modify comparable provisions of other franchise agreements granted to other True REST franchisees in a non-uniform manner, subject to those provisions of this Agreement that require Franchisor to act toward its franchisees on a reasonably non-discriminatory basis.

18. ACKNOWLEDGMENTS

18.1 THE SUBMISSION OF THE AGREEMENT DOES NOT CONSTITUTE AN OFFER AND THIS AGREEMENT SHALL BECOME EFFECTIVE ONLY UPON THE EXECUTION HEREOF BY THE FRANCHISOR AND THE FRANCHISEE. THE DATE OF EXECUTION BY THE FRANCHISOR SHALL BE CONSIDERED TO BE THE DATE OF EXECUTION OF THIS AGREEMENT.

18.2 THIS AGREEMENT SHALL NOT BE BINDING ON THE FRANCHISOR UNLESS AND UNTIL IT SHALL HAVE BEEN ACCEPTED AND SIGNED BY AN AUTHORIZED OFFICER OF THE FRANCHISOR.

18.3 Franchisee acknowledges and agrees that Franchisor may elect to keep only electronic copies of any and all documents and records pertaining to the franchised business, the System, and the franchise relationship between the parties. Each such electronic record will accurately reflect the information in the document and will remain accessible to all persons entitled by law to access the information for the period of time required by law. The electronic record will be in a form capable of being accurately reproduced for later reference if necessary.

19. ENTIRE AGREEMENT

This Agreement, the documents referred to herein, and the exhibits hereto, constitute the entire and only agreement between the parties concerning the granting, awarding and licensing of Franchisee as an authorized True REST Franchisee at the Authorized Location, and supersede all prior and contemporaneous agreements. There are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the parties other than those set forth herein. 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. This Agreement does not alter agreements between Franchisor and Franchisee for other locations. Notwithstanding the foregoing, nothing in this Agreement is intended to disclaim representations Franchisor made to Franchisee in the Franchise Disclosure Document or in any related document that Franchisor heretofore furnished to Franchisee.

20. NO WAIVER OR DISCLAIMER OF RELIANCE IN CERTAIN STATES

20.1 The following provision applies only to franchisees and franchises that are subject to state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

> No statement, questionnaire, or acknowledgment signed or agreed to by 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 Franchisor, any franchise seller, or any other person acting on behalf of Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below to be effective upon execution by Franchisor.

FRANCHISOR

True REST Franchising, LLC
an Arizona limited liability company

By:_____

Print Name: _____

Title: _____

Accepted: _____

FRANCHISEE

If Franchisee is an individual:

Signature:_____

Print Name: _____

Date: _____

Signature:_____

Print Name: _____

Date: _____

If Franchisee is a corporation or other entity:

_____
[Name of Franchisee]

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT 1 TO
TRUE REST FRANCHISE AGREEMENT

AUTHORIZED LOCATION ADDENDUM

This Addendum is made to the True REST Franchise Agreement (the "Franchise Agreement") between True REST Franchising, LLC ("Franchisor"), and _____ ("Franchisee"), dated _____, 20__.

1. **Preservation of Agreement.** Except as specifically set forth in this Addendum, the Franchise Agreement shall remain in full force and effect in accordance with its terms and conditions. This Addendum is attached to and upon execution becomes an integral part of the Franchise Agreement.

2. **Authorized Location**. The parties hereto agree that the Authorized Location referred to in Section 1.3 of the Franchise Agreement shall be the following:

_____.

3. **Protected Territory.** The parties hereto agree that the Protected Territory referred to in Section 1.3 of the Franchise Agreement shall be the following:

_____.

This Addendum is agreed to and accepted by the parties this ___ day of _____ 20__.

FRANCHISOR:

By: _____

Print Name: _____

Title: _____

FRANCHISEE:

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

EXHIBIT 2 TO THE
TRUE REST FRANCHISE AGREEMENT

ELECTRONIC FUNDS TRANSFER AGREEMENT

This Electronic Funds Transfer Agreement (the "Agreement") is made on this ___day of _____ 20___ by and between True REST Franchising, LLC, ("Franchisor"), and _____ or their assignee, if a partnership, corporation or limited liability company is later formed ("Franchisee").

Whereas, Franchisor and Franchisee are parties to a True REST Franchise Agreement executed on even date herewith (the "Franchise Agreement") and desire to enter into an Addendum to the Franchise Agreement;

Now, therefore in consideration of the mutual promises contained herein and as an inducement to Franchisor to execute the Franchise Agreement, the parties agree as follows:

A. Franchisee shall pay any and all fees and other charges in connection with this Addendum and the Franchise Agreement (including, without limitation, the Royalty Fees, contributions to the Marketing Fund, the Business Management Software Fee, and any other payments due to Franchisor by Franchisee, and any applicable late fees and interest charges) by electronic, computer, wire, automated transfer, ACH debiting, and bank clearing services (collectively "electronic funds transfers" or "EFT"'), and Franchisee shall undertake all action necessary to accomplish such transfers.

B. Upon execution and delivery of this Agreement, Franchisee shall execute and deliver two (2) originals of the "Electronic Debit Authorization" attached as Exhibit 3 to the Franchise Agreement, which authorizes Franchisee's bank or other financial institution to accept debit originations, electronic debit entries, or other EFT, and electronically deposit fees and contributions owing Franchisor directly to Franchisor's bank account(s). Upon Franchisor's request, Franchisee shall deliver to Franchisor all additional information that Franchisor deems necessary (including, without limitation, financial institution of origin and relevant accounts and ABA/transit numbers for any new bank accounts that Franchisee opens after the date of this Addendum) in connection with such EFT.

C. By executing this Addendum, Franchisee authorizes Franchisor to withdraw funds at such days and times as Franchisor shall determine via EFT from Franchisee's bank account for all fees and other charges in connection with the Franchise Agreement and this Addendum, as described in the first sentence of this paragraph. Franchisee authorizes weekly ACH debits via EFT based on an amount equal to the total weekly amount due Franchisor, as set forth in Section 5 of the Franchise Agreement.

D. Franchisee is responsible for paying all service charges and other fees imposed or otherwise resulting from action by Franchisee's bank in connection with EFT by Franchisor, including, without limitation, any and all service charges and other fees arising in connection with any EFT by Franchisor not being honored or processed by Franchisee's bank for any reason and a Fifty Dollar ($50) charge by Franchisor for processing the EFT. Upon written notice by Franchisor to Franchisee, Franchisee may be required to pay any amount(s) due under the Franchise Agreement and/or this Addendum directly to Franchisor by check or other non-electronic means in lieu of EFT at Franchisor's discretion. It shall be a non-curable event of default under Article 15 of the Franchise Agreement if Franchisee closes any bank account without completing all of the following forthwith after such closing: (1) immediately notifying

Franchisor thereof in writing, (2) immediately establishing another bank account, and (3) executing and delivering to Franchisor all documents necessary for Franchisor to begin and continue making withdrawals from such bank account by EFT as this Addendum permits.

E. Except as specifically set forth in this Addendum, the Franchise Agreement shall remain in full force and effect in accordance with its terms and conditions. This Addendum is attached to and upon execution becomes an integral part of the Franchise Agreement.

F. Wherefore, the parties have set forth their hand and seal on the day and date first above written.

FRANCHISOR:

By: _____

Print Name: _____

Title: _____

FRANCHISEE:

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

EXHIBIT 3 TO THE
TRUE REST FRANCHISE AGREEMENT

ELECTRONIC DEBIT AUTHORIZATION

FRANCHISOR: TRUE REST FRANCHISING, LLC

FRANCHISOR ID NUMBER: _____

The undersigned hereby authorizes True REST Franchising, LLC (the "Franchisor"), to initiate debit entries to the undersigned's checking account indicated below and the depository named below (the "Depository"), to debit the same to such account.

Depository Name: _____
Branch: _____
City State and Zip Code: _____
_____
Transit/ABA No.: _____
Account Number: _____

This authority is to remain in full force and effect until the underlying obligations under the Franchise Agreement have been satisfied in full or released in writing by Franchisor.

This authorization further confirms my understanding of Exhibit 2 to the Franchise Agreement signed by me/us in which I/we expressly agree that this authorization shall apply to any and all Depositories and bank accounts with which I/we open accounts during the term of the Franchisee Agreement and any renewals. Without limiting the generality of the forgoing, I/we understand that if I/we close any bank account, I/we are obligated immediately to: (i) notify Franchisor thereof in writing, (ii) establish another bank account, and (iii) execute and deliver to Franchisor all documents necessary for Franchisor to begin and continue making withdrawals from such bank account/depository by ACH debiting or other electronic means. I/we specifically agree and declare that this Authorization shall be the only written authorization needed from me/us in order to initiate debit entries/ACH debit originations to my/our bank account(s) established with any Depository in the future.

DATE: _____

ID NUMBER: _____

PRINT NAME(S): SIGNATURE(S):

_____ _____

_____ _____

EXHIBIT 4 TO THE
TRUE REST FRANCHISE AGREEMENT

GUARANTEE, INDEMNIFICATION AND ACKNOWLEDGEMENT

For value received, and in consideration for, and as an inducement to True REST Franchising, LLC, ("Franchisor") to execute the True REST Franchise Agreement (the "Franchise Agreement"), of even date herewith, by and between Franchisor and _____ or his assignee, if a partnership, corporation or limited liability company is later formed ("Franchisee"), _____ ("Guarantor(s)"), jointly and severally, hereby unconditionally guarantee to Franchisor and its successors and assigns the full and timely performance by Franchisee of each obligation undertaken by Franchisee under the terms of the Franchise Agreement, including all of Franchisee's monetary obligations arising under or by virtue of the Franchise Agreement.

Upon demand by Franchisor, Guarantor(s) will immediately make each payment required of Franchisee under the Franchise Agreement. Guarantor(s) hereby waives any right to require Franchisor to: (a) proceed against Franchisee for any payment required under the Franchise Agreement; (b) proceed against or exhaust any security from Franchisee; or (c) pursue or exhaust any remedy, including any legal or equitable relief, against Franchisee. Without affecting the obligations of Guarantor(s) under this Guarantee, Indemnification and Acknowledgment, Franchisor may, without notice to Guarantor(s), extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust or compromise any claims against Franchisee.

Guarantor(s) ~~waives~~will be given notice ~~of~~by Franchisor of any amendment of the Franchise Agreement and notice of demand for payment by Franchisee, and Guarantor agrees to be bound by any and all such amendments and changes to the Franchise Agreement by executing a personal guarantee, in the then-current form provided by Franchisor, for each such amendment.

Guarantor(s) hereby agrees to defend, indemnify and hold Franchisor harmless against any and all losses, damages, liabilities, costs, and expenses (including, without limitation, reasonable attorney's fees, reasonable costs of investigations, court costs, and arbitration fees and expenses) resulting from, consisting of, or arising out of or in connection with any failure by Franchisee to perform any obligation of Franchisee under the Franchise Agreement, any amendment, or any other agreement executed by Franchisee referred to therein.

Guarantor(s) hereby acknowledges and agrees to be individually bound by all covenants contained in the Franchise Agreement and all terms and conditions of the Franchise Agreement requiring Franchisee not to disclose confidential information.

This Guarantee shall terminate upon the expiration or termination of the Franchise Agreement, except that all obligations and liabilities of Guarantor(s) that arise from events that occurred on or before the effective date of such termination shall remain in full force and effect until satisfied or discharged by Guarantor(s), and all covenants that by their terms continue in force after termination or expiration of the Franchise Agreement shall remain in force according to their terms. Upon the death of an individual Guarantor, the estate of such Guarantor will be bound by this Guarantee, but only for defaults and obligations existing at the time of death, and the obligations of the other Guarantor(s) will continue in full force and effect.

The validity of this Guarantee and the obligations of Guarantor(s) hereunder shall in no way be terminated, restricted, diminished, affected or impaired by reason of any action that Franchisor might take or be forced to take against Franchisee, or by reason of any waiver or failure to enforce any of the rights or remedies reserved to Franchisor in the Franchise Agreement or otherwise.

The use of the singular herein shall include the plural. Each term used in this Guarantee, unless otherwise defined herein, shall have the same meaning as when used in the Franchise Agreement.

This Guarantee is to be performed in San Diego, California and shall be governed by and construed in accordance with the laws of the State of California. Guarantor(s) specifically agrees that the state and federal courts situated in San Diego, California shall have exclusive jurisdiction over Guarantor(s) and this Guarantee, and further agrees that any action relating to this Guarantee may be brought solely in either the Superior Court of the County of San Diego, or the United States District Court for the Southern District of California, located in San Diego County. In connection therewith, each of the undersigned hereby appoints the Secretary of State for the State of California as his agent for service of process to receive summons issued by the court in connection with any such litigation. Notwithstanding the foregoing, Franchisor and Guarantor(s) agree that any dispute under this Guarantee shall be resolved by arbitration pursuant to Article 16 of the Franchise Agreement (except as otherwise provided in Article 16 of the Franchise Agreement).

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

GUARANTOR	**GUARANTOR**
By: _____	By: _____
Print Name: _____	Print Name: _____
SS #: _____	SS #: _____
DOB: _____	DOB: _____
Driver's License No. _____	Driver's License No. _____

The undersigned, as the spouse of the Guarantor indicated below, acknowledges and consents to the guaranty given herein by his/her spouse. Such consent also serves to bind the assets of the marital estate to Guarantor's performance of this Guaranty.

_____	_____
Name of Guarantor	Name of Guarantor
_____	_____
Name of Guarantor's Spouse	Name of Guarantor's Spouse
_____	_____

Signature of Guarantor's Spouse

Signature of Guarantor's Spouse

EXHIBIT 5 TO THE
TRUE REST FRANCHISE AGREEMENT

ADDENDUM TO LEASE

This Addendum to Lease (this "Addendum") modifies and supplements that certain lease dated _____ and entered into by Tenant and Landlord concerning the Location at _____(the "Lease").

Landlord and Tenant, intending that True REST Franchising, LLC, an Arizona limited liability company, ("Franchisor") (and its successors and assigns) be a third-party beneficiary of this Addendum, agree as follows:

(1) Landlord shall, during the term of the Lease and thereafter, provide Franchisor all sales and other information it may have, whether provided by Tenant or otherwise, related to the operation of Tenant's Float Spa as Franchisor may reasonably request;

(2) Tenant may display the trademarks, service marks and other commercial symbols owned by Franchisor and used to identify the service and/or products offered at the Float Spa, including the name "True REST," the Float Spa design and image developed and owned by Franchisor, as it currently exists and as it may be revised and further developed by Franchisor from time to time, and certain associated logos in accordance with the specifications required by the True REST Manual, subject only to the provisions of applicable law and in accordance with provisions in the Lease no less favorable than those applied to other tenants of Landlord;

(3) Tenant shall not, and the Landlord shall not permit the tenant to, sublease or assign all or any part of the Lease or the Premises, or extend the term or renew the Lease, without Franchisor's prior written consent;

(4) Landlord shall concurrently provide Franchisor with a copy of any written default notice sent to Tenant and thereupon grant Franchisor the right (but not the obligation) to cure any deficiency or default under the Lease, should Tenant fail to do so, within five (5) days after the expiration of the period in which Tenant may cure the default;

(5) The Premises shall be used only for the operation of a True REST style Float Spa;

(6) Tenant may, without Landlord’s consent (but subject to providing Landlord with written notice thereof), at any time assign this Lease or sublease the whole or any part of the Premises to Franchisor or any successor, subsidiary or affiliate of Franchisor;

(7) In the event of an assignment of the Lease to Franchisor as described in (6) above, Franchisor may further assign this Lease, subject to Landlord's consent, such consent not to be unreasonably withheld based on the remaining obligations of assignee under the Lease, to a duly authorized franchisee of Franchisor, and thereupon Franchisor shall be released from any further liability under the Lease;

(8) Until changed by Franchisor, notice to Franchisor shall be sent as follows:

TRUE REST FRANCHISING, LLC
1001 B Avenue, Suite 102
Coronado, California 92118
Attn: James Rowe

(9) None of the provisions in this Addendum or any rights granted Franchisor hereunder, may be amended absent Franchisor's prior written consent.

AGREED:

TENANT	LANDLORD
By: _____	By: _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____
Date: _____	Date: _____

Exhibit B
To Franchise Disclosure Document

LIST OF STATE AGENTS FOR SERVICE OF PROCESS
AND STATE ADMINISTRATORS

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

CALIFORNIA
Commissioner of Financial Protection and Innovation
DFPI Main Office – Sacramento
2101 Arena Boulevard
Sacramento, CA 95834
Tel: (415) 972-8559
Fax: (415) 972-8590
Toll Free: (866) 275-2677
Website: https://dfpi.ca.gov
Email: Ask.DFPI@dfpi.ca.gov

CONNECTICUT
Department of Banking
Securities and Business Investments Division
260 Constitution Plaza
Hartford, Connecticut 06103-1800
Tel: (860) 240-8230

FLORIDA
Tom Kenny, Regulatory Consultant
Department of Agriculture & Consumer Services
Division of Consumer Services
P.O. Box 6700
Tallahassee, Florida 32314
Tel: (850) 488-2221
Fax: (850) 410-3804

HAWAII
(for service of process)
Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

(state agency)
Department of Commerce &
Consumer Affairs
King Kalakaua Building
335 Merchant Street, Rm 203
Honolulu, Hawaii 96813
Tel: (808)586-2722
Fax: (808) 587-7559

ILLINOIS
Franchise Bureau
Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

INDIANA
(for service of process)
Indiana Secretary of State
201 State House
Indianapolis, Indiana 46204

(state agency)
Securities Commissioner
Indiana Secretary of State
Securities Division, Franchise Section
302 West Washington Street,
Room E-111
Indianapolis, Indiana 46204
Tel: (317) 232-6681

IOWA
Dennis Britson
Director of Regulated Industries Unit
Iowa Securities Bureau
340 Maple
Des Moines, Iowa 50319-0066
Tel: (515) 281-4441
Fax: (515) 281-3059
email: iowasec@iid.state.ia.us

MARYLAND
(for service of process)
Maryland Securities Commissioner
Division of Securities
200 St. Paul Place
Baltimore, Maryland 21202-2020

(state agency)
Office of the Attorney General
Division of Securities
200 St. Paul Place
Baltimore, Maryland 21202-2020
Tel: (410) 576-6360

MICHIGAN
(for service of process)
Michigan Department of Consumer and Industry Services
Bureau of Commercial Services
Corporations Division
PO Box 30054
Lansing, Michigan 48909
Tel: (517) 241-6470

MICHIGAN
(state agency)
Department of the Attorney General
Consumer Protection Division
Antitrust and Franchise Section
670 Law Building
Lansing, MI 48913
Tel: (517) 373-7117

MINNESOTA
Commissioner of Commerce
85 7th Place East, Suite 280
St. Paul, MN 55101-2198
Tel: (651) 539-1638

NEBRASKA
Gene Schenkelberg, Securities Analyst
Department of Banking & Finance
1200 N. Street, Suite 311
P.O. Box 95006
Lincoln, Nebraska 68509
Tel: (402) 417-3445

NEW YORK
(Agent for Service of Process)
Secretary of State
99 Washington Avenue
Albany, NY 12231

(Administrator)
NYS Department of Law
Investor Protection Bureau
28 Liberty St., 21st Floor
New York, NY 10005
Tel: (212) 416-8222

NORTH DAKOTA
(for service of process)
North Dakota Securities Commissioner
North Dakota Securities Department
600 East Boulevard, 5th Floor
Bismarck, North Dakota 58505-0510

(state agency)
North Dakota Securities Department
600 East Boulevard, 5th Floor
Bismarck, North Dakota 58505-0510
Tel: (701) 328-2910

OREGON
Director, Department of Consumer & Business Services
Division of Finance & Corporate Securities
Labor and Industries Building
Salem, Oregon 97310
Tel: (503) 378-4140
Fax: (503) 947-7862
Email: dcbs.dfcsmail@state.or.us

RHODE ISLAND
Director
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1511 Pontiac Avenue,
Cranston, Rhode Island 02920
Tel: (401) 462 9582

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Director, Department of Labor and Regulation
Division of Securities
124 S Euclid, Suite 104
Pierre, South Dakota 57501
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(continued on next page)

TEXAS
Statutory Document Section
Secretary of State
1719 Brazos
Austin, Texas 78701
Attn: Dorothy Wilson
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Utah Dept. of Commerce
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VIRGINIA
(for service of process)
Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219

(state agency)
Director
State Corporation Commission
Division of Securities and Retail Franchising
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(for service of process)
Administrator
Department of Financial Institutions
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WASHINGTON
(state agency)
Administrator
Department of Financial Institutions
Securities Division
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Olympia, Washington 98507-9033
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WISCONSIN
Commissioner of Securities
Department of Financial Institutions
P.O. Box 1768
Madison, Wisconsin 53701-1768
Tel: (608) 266-2801

Exhibit C
To Franchise Disclosure Document

FINANCIAL STATEMENTS

UNAUDITED FINANCIAL STATEMENTS FOR THE PERIOD ENDED OCTOBER 31, 2023.

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

True Rest Franchising LLC

Balance Sheet

As of October 31, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	**$130,805.05**
Accounts Receivable	**$607,743.64**
Other Current Assets	**$3,000.00**
Total Current Assets	**$741,548.69**
Fixed Assets	**$0.00**
Other Assets	**$103,084.20**
TOTAL ASSETS	**$844,632.89**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	**$180,869.22**
Credit Cards	**$30,010.05**
Total Current Liabilities	**$210,879.27**
Long-Term Liabilities	**$513,587.75**
Total Liabilities	**$724,467.02**
Equity	
Opening Balance Equity	100,000.00
Retained Earnings	14,693.27
Net Income	5,472.60
Total Equity	**$120,165.87**
TOTAL LIABILITIES AND EQUITY	**$844,632.89**

True Rest Franchising LLC

Profit and Loss

July - October, 2023

	TOTAL
Income	
Franchise Sales	500.00
National Ad Fee-Corporate Owned	5,926.85
National Ad Fee-Franchises	78,066.82
Pod Sale	341,250.00
Royalty Income-Corporate Owned	17,780.51
Royalty Income-Franchises	234,201.01
Total Income	**$677,725.19**
Cost of Goods Sold	
Cost of Pods	163,076.96
Installation Cost	12,295.63
Pod Repair / Warranty	794.53
Supplies & Materials - COGS	220.54
Total Cost of Goods Sold	**$176,387.66**
GROSS PROFIT	**$501,337.53**
Expenses	**$489,285.93**
NET OPERATING INCOME	**$12,051.60**
Other Expenses	
Loan Repayment	6,579.00
Total Other Expenses	**$6,579.00**
NET OTHER INCOME	**$ -6,579.00**
NET INCOME	**$5,472.60**

TRUE REST FRANCHISING, LLC
CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2023 AND 2022

TRUE REST FRANCHISING, LLC

		Pages
I	Index	1
II	Independent auditor's report	2 - 4
III	Consolidated balance sheets	5
IV	Consolidated statements of income	6
V	Consolidated statements of members' capital	7
VI	Consolidated statements of cash flows	8
VII	Notes to the financial statements	9 - 18

To the Members
True Rest Franchising, LLC

INDEPENDENT AUDITOR'S REPORT

Opinion

We have audited the accompanying consolidated financial statements of True Rest Franchising, LLC and subsidiaries (the "Company"), which comprise the consolidated balance sheet as of June 30, 2023, and the related consolidated statements of income, members' capital, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of True Rest Franchising, LLC and subsidiaries as of June 30, 2023, and the results of their operations and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Adjustments to Prior Period Financial Statements

The financial statements of True Rest Franchising, LLC as of June 30, 2022 were audited by other auditors whose report dated June 30, 2022, expressed an unmodified opinion on those financial statements. As more fully described in note 13 to the financial statements, the Company has adjusted its June 30, 2022 financial statements to retrospectively correct the errors described in note 13. The other auditors reported on the financial statements before the retrospective adjustment.

As part of our audit of the June 30, 2023 financial statements, we also audited the adjustments to the June 30, 2022 financial statements to retrospectively correct the errors as described in note 13. In our opinion, such adjustments are appropriate and have been properly applied. We were not engaged to audit, review, or apply any procedures to True Rest Franchising, LLC's June 30, 2022 financial statements other than with respect to the adjustments and, accordingly, we do not express an opinion or any other form of assurance on the June 30, 2022 financial statements as a whole.

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Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated 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 consolidated financial statements are available to be issued.

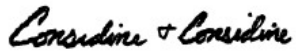
Auditor's Responsibilities for the Audit of the Financial Statements

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



CONSIDINE & CONSIDINE
An accountancy corporation

January 8, 2024

TRUE REST FRANCHISING, LLC
CONSOLIDATED BALANCE SHEETS
JUNE 30, 2023 AND 2022

	2023	2022
ASSETS		
CURRENT ASSETS		
Cash	$ 520,710	$ 210,172
Accounts receivable	26,371	20,817
Other current assets (note 3)	326,583	233,428
	873,664	464,417
PROPERTY AND EQUIPMENT (NOTE 4)	153,041	203,375
OTHER ASSETS		
Operating lease right-of-use asset (note 7)	119,602	200,912
Other assets	8,575	9,427
	128,177	210,339
TOTAL ASSETS	1,154,882	878,131
LIABILITIES AND STOCKHOLDER'S EQUITY		
CURRENT LIABILITIES		
Accounts payable and accrued liabilities (note 5)	84,960	86,167
Gift cards payable	210,564	278,470
Deferred revenue (note 6)	566,355	174,990
Due to related parties (note 8)	428,688	311,188
Operating lease liability - current portion (note 7)	83,952	81,073
	1,374,519	931,888
LONG TERM LIABILITIES		
Operating lease liability (note 7)	37,742	121,694
Notes payable (note 9)	572,600	572,600
	610,342	694,294
TOTAL LIABILITIES	1,984,861	1,626,182
MEMBERS' CAPITAL		
Members' capital	(737,119)	(614,963)
Noncontrolling interests	(92,860)	(133,088)
	(829,979)	(748,051)
TOTAL LIABILITIES AND MEMBERS' CAPITAL	$ 1,154,882	$ 878,131

See accompanying notes to the financial statements

TRUE REST FRANCHISING, LLC
CONSOLIDATED STATEMENTS OF INCOME
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

	2023	2022
SALES		
Royalties	$ 976,168	$ 947,979
Pod sales	313,054	509,501
Service income	613,796	611,173
Marketing fund fee	338,580	283,987
Initial franchise fees	9,650	32,000
Other sales	216	-
	2,251,464	2,384,640
COST OF SALES	246,515	447,020
GROSS PROFIT	2,004,949	1,937,620
OPERATING EXPENSES		
Computer	83,166	77,014
Depreciation and amortization	50,333	53,403
Dues and subscriptions	18,415	18,860
General and administrative	35,841	66,767
Insurance	35,169	42,998
Interest	33,147	30,848
Labor costs	895,730	726,931
Licenses and permits	10,470	17,462
Marketing expenses	361,673	367,160
Materials and supplies	32,981	28,954
Professional fees	262,918	362,717
Rent and utilities	161,029	177,335
Repairs and maintenance	10,375	9,340
Travel, meals and entertainment	76,848	97,547
	2,068,095	2,077,336
OPERATING LOSS	(63,146)	(139,716)
OTHER INCOME/(EXPENSES)		
PPP loan forgiveness	-	38,654
Other expense	(2)	(525)
	(2)	38,129
NET LOSS	(63,148)	(101,587)
NET INCOME ATTRIBUTABLE TO NON-CONTROLING INTEREST	24,415	43,801
NET LOSS ATTRIBUTABLE TO TRUE REST FRANCHISING, LLC	$ (87,563)	$ (145,388)

See accompanying notes to the financial statements

TRUE REST FRANCHISING, LLC
CONSOLIDATED STATEMENTS OF MEMBERS' CAPITAL
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

	Members' equity	Non-controlling interest	Total members' equity
Balance at June 30, 2021	$ (469,575)	$ (67,234)	$ (536,809)
Net income/(loss)	(145,388)	43,801	(101,587)
Distributions	-	(109,655)	(109,655)
Balance at June 30, 2022	(614,963)	(133,088)	(748,051)
Net income/(loss)	(87,563)	24,415	(63,148)
Distributions	-	(18,780)	(18,780)
Acquisition of TRLA1, LLC 40% noncontrolling interest	(34,593)	34,593	-
Balance at June 30, 2023	$ (737,119)	$ (92,860)	$ (829,979)

TRUE REST FRANCHISING, LLC
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

	2023	2022
CASH FLOWS (USED)/PROVIDED BY OPERATING ACTIVITIES		
Net income/(loss)	$ (63,148)	$ (101,587)
ADJUSTMENTS TO RECONCILE NET EARNINGS TO NET CASH (USED)/PROVIDED BY OPERATING ACTIVITIES		
Depreciation	50,333	53,403
Operating lease amortization	238	1,855
PPP loan forgiveness	-	(38,654)
Changes in operating assets and liabilities:		
Accounts receivable	(5,554)	139,490
Other current assets	(93,155)	(145,861)
Other assets	852	-
Accounts payable and accrued liabilities	(1,207)	(26,473)
Gift cards	(67,906)	6,470
Deferred revenue	391,365	13,290
Due to related parties	117,500	-
	392,466	3,520
NET CASH (USED)/PROVIDED BY OPERATING ACTIVITIES	329,318	(98,067)
CASH FLOWS USED FOR FINANCING ACTIVITIES		
Member distributions	(18,780)	(109,655)
NET INCREASE/(DECREASE) IN CASH	310,538	(207,722)
CASH AT BEGINNING OF YEAR	210,172	417,894
CASH AT END OF YEAR	$ 520,710	$ 210,172
Supplementary disclosures		
Income taxes paid	$ 700	$ 7,300
Interest paid	$ 33,540	$ 15,000
See note 7 for non cash flow transactions related to operating leases		

NOTE 1 THE COMPANIES

True Rest Franchising, LLC (the "Company) was formed in July 2014 in the State of Arizona and is primarily engaged in the development, operation and franchising of float spas throughout the United States of America.

TR 6969 Shea, LLC was formed in August 2015 in the State of Arizona and operates one spa location in Scottsdale, Arizona. The Company is the managing member. The Company's interest in TR 6969 Shea, LLC is 50% and is the managing member.

TRLA1, LLC was formed in July 2016 in the State of California and operates one spa location in San Diego, California. The Company is the managing member. The Company's interest in TRLA1, LLC was 60% and increased to 100% on July 1, 2022. There was a zero value assigned to the 40% acquired interest due to operating activity and debt. The acquired interest had a book value of approximately ($35,000).

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of accounting – The financial statements have been prepared using the accrual method in conformity with generally accepted accounting principles. The consolidated financial statements include the accounts of True Rest Franchising, LLC, TR 6969 Shea, LLC, and TRLA1, LLC. The unrelated interest in the subsidiaries has been disclosed as a noncontrolling minority interest. All material intercompany transactions have been eliminated in consolidation.

Use of estimates - The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the period. Actual results could differ from those estimates.

Fair value measurements - The Company follows accounting standards consistent with the FASB codification which defines fair value, establishes a framework for measuring fair value and enhances disclosures about fair value measurements for all financial assets and liabilities. The fair value measurements has no material financial effects on the Company's financial statements.

Cash - The Company considers financial instruments with a fixed maturity date of less than three months to be cash equivalents. The Company maintains its cash in bank deposit accounts which at times may exceed the federally insured deposit limits. The Company has not experienced any losses in such accounts and management believes it is not exposed to any significant risk on cash.

Accounts receivable - Accounts receivable consist mainly of monthly royalties and marketing funds due according to franchise agreements. Management assesses the collectability of accounts receivable at the close of each period and records an allowance for doubtful accounts based on specific identification. Management has determined all accounts to be collectible at June 30, 2023 and 2022.

Property and equipment - Property and equipment are carried at cost. Depreciation is computed using the straight-line method of depreciation over the assets estimated useful lives. Maintenance and repairs are charged to the expense as incurred; major renewals and betterments are capitalized. When items of

property and equipment are sold or retired, the related cost and accumulated depreciation are removed from the accounts, and any gain or loss is included in income.

Impairment of long-lived assets – The Company reviews its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to the future net undiscounted cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. Assets held for sale are reported at the lower of the carrying amount or the fair value less costs to sell. Based on an evaluation of existing long-lived and intangible assets, the Company determined that no impairments occurred for the years ended June 30, 2023 and 2022.

Revenue recognition - The Company follows Accounting Standards Update No. 2014-09, 2016-08, 2016-10, 2016-12 and 2016-20, collectively implemented as FASB Accounting Standards Codification (“ASC”) Topic 606 (“ASC 606”) *Revenue from Contracts with Customers*, provides guidance for revenue recognition. This ASC’s core principle requires a company to recognize revenue when it transfers promised goods or services to customers in an amount that reflects consideration to which the company expects to be entitled in exchange for those goods or services.

The Company follows Accounting Standards Update 2021-02 "Franchisors - Revenue from Contracts with Customers". The ASU provides a practical expedient to allow qualifying franchisors to account for certain pre-opening services as distinct from franchise license.

Initial franchise fees - Initial franchise fee revenues are recognized when the Company satisfies performance obligation by providing services to the franchisee. These services include support for site selection, architectural plans, interior and exterior design and layout, training, marketing and sales techniques and pre-opening assistance. All services are substantially provided at the time of the location opening. Amounts received in advance of opening are included in deferred revenue.

Royalty fee income - The Company is entitled to a percentage of sales generated by each franchise location. Royalty fee revenues are recorded as revenues are earned by the franchise locations.

Marketing fund fees - The Company acts as an agent for franchisees in the management of certain marketing funds pursuant to its franchise agreements. The Company collects 2% of sales from franchisees and provides marketing services and conducts marketing services for all franchisees. The Company has discretion as to how the funds are spent, provided the funds are spent in accordance with the franchise agreements. The Company recognizes marketing fund fees as revenue at the time the underlying sales occur.

Pod sales income - The Company acts as the intermediary for the franchises to purchase the pods required for the franchises. Upon order an initial deposit is required and the remaining payment is made at time of shipment. The Company recognizes pod sales revenue once the shipment is completed.

Service income – The Company generates service income from the sale of use of the pods at company-owned franchise locations and is recognized upon the completion of the transaction and is recorded net

of merchant fees. Revenue is not recorded on the purchase of gift cards. A current liability is recorded upon purchase and revenue is recognized when the gift card is redeemed. The Company recognizes gift card breakage under the proportional method, where recognition of breakage income is based upon the historical run-off rate of unredeemed gift cards. At June 30, 2023 and 2022, the breakage recorded was approximately $71,000 and $0, respectively.

Income taxes - The Company operates as a limited liability company and is classified as a partnership for income tax purposes and, accordingly, pays no federal income tax. States may require minimum income tax and fees imposed on gross receipts for limited liability companies. Accordingly, taxable income or loss is passed through to the Company's members.

The Company follows accounting standards which clarify the accounting for uncertainty in income taxes recognized in the financial statements and prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. It also provides guidance on derecognition and measurement of a tax position taken or to be taken in a tax return. As of June 30, 2023 and 2022, the Company has not accrued interest or penalties related to uncertain tax positions.

Recent accounting pronouncement

In February 106, the FASB issued ASU Topic 842, *Leases* (ASC 842), a new leases standard, which sets out principles for the recognition, measurement, presentation and disclosure of leases for both parties to a contract. The new standard will be effective for the Company beginning on July 1, 2022, with early adoption permitted. The Company early adopted ASU 842 using the modified retrospective method on July 1, 2021 by recognizing and measuring leases at the adoption date with cumulative effect of initially applying the guidance recognized at the date of initial application and as a result did not restate the prior periods presented in the consolidated financial statements. The Company elected certain practical expedients permitted under the transitional guidance, including retaining historical lease classification, evaluating whether any expired contracts are or contain leases, and not applying hindsight in determining the lease term. Lastly, the Company elected short-term lease exception for all classes of assets, and therefore does not apply the recognition requirements for leases of 12 months or less. The accounting for lessors did not significantly change as a result of ASU Topic 842. Options to renew a lease are only included in the lease term to the extent those options are reasonably certain to be exercised.

The Company categorizes long-term leases as either operating or finance. Finance leases are generally those leases that allow the Company to substantially utilize or pay for the entire asset of its estimated life. The Company had no finance leases at June 30, 2023 and 2022.

Leases with a term greater than one year are recognized on the consolidated balance sheet as right-of-use (ROU) assets and short-term and long-term lease liabilities, as applicable. Operating lease liabilities and their corresponding ROU assets are initially recorded based on the present value of lease payments over the term of the lease. The rate implicit in lease contracts is typically not readily determinable and, as a result, the Company utilizes the treasury yield rate to discount lease payments.

NOTE 3 OTHER CURRENT ASSETS

Other current assets consist of the following:

	2023	2022
Pod deposits	$ 326,583	$ -
Employee retention credit receivable	-	230,438
Other current assets	-	2,990
	$ 326,583	$ 233,428

NOTE 4 PROPERTY AND EQUIPMENT

Major categories of property and equipment are summarized as follows:

	2023	2022
Leasehold improvements	$ 314,651	$ 314,651
Pods	156,651	156,651
Signage	37,410	37,410
Furniture	30,838	30,838
	539,550	539,550
Less: accumulated depreciation	(386,509)	(336,175)
	$ 153,041	$ 203,375

NOTE 5 ACCOUNTS PAYABLE AND ACCRUED LIABILITES

Accounts payable and accrued liabilities consist of the following:

	2023	2022
Accrued interest	$ 31,857	$ 32,250
Accrued payroll	29,691	3,021
Credit card payable	17,152	14,544
Accounts payable	6,260	36,352
	$ 84,960	$ 86,167

NOTE 6 DEFERRED REVENUE

Deferred revenue consists of the following:

	2023	2022
Pods	$ 490,450	$ 174,990
Franchise fees	75,905	-
	$ 566,355	$ 174,990

NOTE 7 LEASES

The Company has an office lease with a related party (see note 9). The lease is a month-to-month tenancy. The terms of the monthly payments are reviewed periodically and may be adjusted. The lease requires the Company pay its share of utilities.

The components of total lease cost, which is included in rent and utilities, consisted of the following for the years ended June 30:

	2023	2022
Operating lease cost	$ 84,335	$ 67,675
Short-term lease cost	21,175	61,721
Variable lease cost	19,174	11,900
Total lease cost	$ 124,684	$ 141,296

Supplemental cash flow information related to operating leases for the years ended June 30 is as follows:

	2023	2022
ROU assets obtained in exchange for operating lease liabilities	$ -	$ 264,621
Cash paid for amounts included in the measurements of lease liabilities:		
Operating cash flows for operating leases	$ 84,098	$ 65,820

Weighted average lease term and discount rates as of June 30 were as follows:

	2023	2022
Weighted average remaining lease term	18 months	30 months
Weighted average discount rate	1.49%	1.49%

Future minimum undiscounted lease payments related to operating lease liabilities for the years ended June 30 are as follows:

2024	$	85,764
2025		38,295
Total undiscounted lease payments		124,059
Less: present value discount		(8,114)
Total lease liability	$	115,945

NOTE 8 DUE TO RELATED PARTIES

The Company was advanced money from a related party through common ownership by not paying full compensation. At June 30, 2023 and 2022, the amount due to the related party was $136,727. This amount is non-interest bearing, unsecured and is paid upon mutual agreement.

The Company was advanced money from a related party through common ownership. At June 30, 2023 and 2022, the amount due to the related party was $9,461. This amount is due on demand, non-interest bearing and is unsecured.

The Company was advanced money from a related party through common ownership by not paying full compensation. At June 30, 2023 and 2022, the amount due to the related party was $112,500 and $82,500, respectively. This amount is non-interest bearing, unsecured and is paid upon mutual agreement.

The Company was advanced money from a related party through common ownership by not paying full compensation. At June 30, 2023 and 2022, the amount due to the related party was $170,000 and $82,500, respectively. This amount is non-interest bearing, unsecured and is paid upon mutual agreement.

NOTE 9 NOTES PAYABLE

In May 2020, the Company entered into three SBA Economic Injury Disaster Loans. The outstanding balance on the two notes is $422,600 at June 30, 2023 and 2022. The notes have an interest rate of 3.75%. The notes require payments of $2,090 starting November 2022 and mature April 2050 and June 2050. The notes require all accrued interest during the payment deferral period to be paid in full before principal begins to be paid. Accrued interest on the notes payable at June 30, 2023 and 2022 was $31,857 and $32,250, respectively.

The Company has a note payable to a related party whom is a member of the board of advisors. The note accrues interest at 10% and is unsecured. At June 30, 2023 and 2022, the amount due to the related party was $150,000. This amount is due on demand.

NOTE 10 COVID RELIEF FUNDS

The Company filed for the Employee Retention Credit (ERC). Laws and regulations concerning government programs, including the ERC established by the Coronavirus Aid, Relief, and Economic Security (CARES) Act, are complex and subject to varying interpretations. Claims made under the CARES Act may also be subject to retroactive audit and review. There can be no assurance that regulatory authorities will not challenge the Company's claim to the ERC, and it is not possible to determine the impact (if any) this would have upon the Company. The ERC amount was recorded as revenue in the year ended June 30, 2021 since that was the year the credits applied to (see note 13). The outstanding balance on the receivable at June 30, 2023 and 2022 was $0 and $230,438, respectively, and is included in other current assets.

The Company had entered into note payable agreements with MUFG Union Bank, pursuant to the Paycheck Protection Program (PPP) under the CARES Act. The notes mature two years from the disbursement date and bears interest at a rate of 1.00% per annum, with the first six months of interest deferred. Principal and interest are payable monthly commencing six months after the disbursement date and may be prepaid by the Company at any time prior to maturity with no prepayment penalties. Under the terms of the CARES Act, PPP loan recipients can apply for and be granted forgiveness for all or a portion of the loans granted under the PPP. The notes are subject to forgiveness to the extent proceeds are used for payroll costs, including payments required to continue group health care benefits, and certain rent, utility, and mortgage interest expenses (qualifying expenses), pursuant to the terms and limitations of the PPP. The loans were forgiven and $34,834 of the forgiveness has been recorded as other income PPP loan forgiveness on the consolidated statements of income for the year ended June 30, 2023. The remaining loan forgiveness was recorded in prior years.

The Company also entered into Economic Injury Disaster Loans with the Small Business Administration (see note 9).

NOTE 11 RELATED PARTY TRANSACTIONS

The Company shares certain operational expenses with the 50% member in True Rest Franchising, LLC. The total amount paid by the Company for these shared operational costs was approximately $8,700 and $10,000 for the years ended June 30, 2023 and 2022, respectively. The Company also reimburses this related party for payroll and related costs. The total amount paid by the Company for these payroll and related costs was approximately $561,200 and $538,700 for the years ended June 30, 2023 and 2022, respectively. The Company also pays the related party for rent and utilities on a month to month basis. The total amounts paid by the Company in rent and utilities was approximately $23,900 and $21,900 for the years ended June 30, 2023 and 2022, respectively. No amounts were due to the related party at June 30, 2023 and 2022.

One of the franchise locations is a related party through common ownership. Royalty and national marketing fund income from the related party totaled approximately $0 and $45,200 for the years ended June 30, 2023 and 2022. At June 30, 2023 and 2022, the amount due from the related party was $6,500 and $0, respectively. This is included in accounts receivable on the consolidated balance sheet. In addition, the Company reimbursed payroll to the related party for approximately $40,400 and $74,900,

for the years ended June 30, 2023 and 2022, respectively. No amounts were due to the related party relating to the payroll reimbursement.

The Company was advanced money from related parties through common ownership (see note 8).

The Company has a note payable to a related party (see note 9).

NOTE 12 FRANCHISING

The Company generates revenues from franchising through individual franchise agreements. In general, the Company's franchise agreements provide for the payment of an initial franchise fee for each opened franchise spa. The franchise agreements also require the franchises to pay the Company a float pod manufacturing fee for each float pod ordered. This fee changes based on the current rate of the pods. The franchise agreements also require the franchisees to pay the Company a royalty fee of 6% of sales. The franchise agreements also set forth a fee based on the percentage of sales to be contributed to a marketing fund to be spent on advertising for all locations. This fee is 2% as of June 30, 2023 and 2022 but may be increased or decreased but shall not be higher than 3%.

The following is a summary of opened franchise locations:

	2023	2022
Franchise locations, beginning of year	43	39
Opened franchise locations	5	4
Closed franchise locations	-	-
Franchise locations, end of year	48	43

During 2023 and 2022, three and five franchise locations, respectively, were owned by a related party.

NOTE 13 RESTATEMENT/PRIOR PERIOD ADJUSTMENT

The Company has restated its previously issued financial statements for the year ended June 30, 2022 as a result of consolidation of two subsidiaries along with pod sale revenue and expense adjustments in accordance with generally accepted accounting principles. Due to these errors, management restated its financial statements. As part of the restatement members' capital as of June 30, 2021 have been restated from a capital balance of $384,221 to ($536,809).

Certain prior year amounts have been reclassified for consistency with the current year presentation. These reclassifications had no effect on the reported results of operations or members' capital.

The following sets forth the previously reported and restated amounts of selected items within the consolidated balance sheet as of June 30, 2022:

	As previously reported	Restated
Cash	$ 140,766	$ 210,172
Accounts receivable	$ 349,901	$ 20,817
Other current assets	$ 2,990	$ 233,428
Property and equipment	$ -	$ 203,375
Investments in partnerships	$ 572,528	$ -
Operating lease right-of-use asset	$ -	$ 200,912
Other assets	$ 852	$ 9,427
	$ 1,067,037	$ 878,131
Accounts payable and accrued liabilities	$ 200,511	$ 86,167
Gift cards payable	$ -	$ 278,470
Deferred revenue	$ -	$ 174,990
Due to related parties	$ 311,188	$ 311,188
Notes payable	$ 307,157	$ 572,600
Operating lease liability	$ -	$ 202,767
	$ 818,856	$ 1,626,182
Members' capital	$ 248,181	$ (614,963)

The following sets forth the previously reported and restated amounts of selected items within the consolidated statement of income for the year ended June 30, 2022:

	As previously reported	Restated
Royalties	$ 959,971	$ 947,979
Initial franchise fees	$ 32,000	$ 32,000
Marketing fund fee	$ 319,962	$ 283,987
Pod sales	$ 406,332	$ 509,501
Service income	$ -	$ 611,173
	$ 1,718,265	$ 2,384,640
Cost of revenue	$ 305,010	$ 447,020
Computer	$ 48,203	$ 77,014
Depreciation and amortization	$ 5,695	$ 53,403
Dues and subscriptions	$ 18,261	$ 18,860
General and administrative	$ 63,989	$ 66,767
Insurance	$ 41,842	$ 42,998
Interest	$ 15,000	$ 30,848
Labor costs	$ 564,723	$ 726,931
Licenses and permits	$ 14,793	$ 17,462
Marketing expenses	$ 295,014	$ 367,160
Materials and supplies	$ -	$ 28,954
Professional fees	$ 326,611	$ 362,717
Rent and utilities	$ 55,198	$ 177,335
Repairs and maintenance	$ 2,417	$ 9,340
Travel, meals and entertainment	$ 97,547	$ 97,547
	$ 1,549,293	$ 2,077,336
PPP loan forgiveness	$ -	$ 38,654
Other expense	$ -	$ (525)

NOTE 14 SUBSEQUENT EVENTS

The Company has evaluated subsequent events through January 8, 2024, the date on which the financial statements were available to be issued. There were no material subsequent events which affected the amounts or disclosures in the financial statements.

TRUE REST FRANCHISING LLC

REPORT ON EXAMINATION OF FINANCIAL STATEMENTS

FOR THE YEARS ENDED JUNE 30, 2022, 2021 AND 2020

BRIAN SULLIVAN, CPA
610 N Gilbert Rd Suite 313
Gilbert, AZ 85234
602-999-4391

To the Board of Directors and Members of True Rest Franchising LLC.

We have audited the accompany balance sheet of True Rest Franchising LLC as of June 30, 2022, 2021 and 2020 the related statements of income, retained earnings and cash flows for the three years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit on accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining on a test basis, evidence supporting the amounts and disclosure in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provide a reasonable basis for our opinion.

In our opinion the financial statements referred to above present fairly, in all material respects, the financial position of True Rest Franchising LLC as of June 30, 2022, 2021 and 2020 and the results of its operations cash flows the three years then ended in conformity with accounting principles generally accepted in the United States.

Brian Sullivan, CPA

June 30, 2022

TRUE REST FRANCHISING LLC

BALANCE SHEETS

June 30, 2022, 2021 and 2020

ASSETS

	2022	2021	2020
Current assets:			
Cash	$ 140,766	$ 336,475	$ 142,205
Accounts receivable, Net	349,901	469,104	187,638
Note Receivable	0	0	297,866
Prepaid Expense	2,990	2,990	2,990
Total current assets	493,657	808,569	630,700
Property and equipment:			
Fixed assets	56,612	56,612	56,612
Total property and equipment	56,612	56,612	56,612
Less accumulated depreciation	(56,612)	(50,917)	(42,633)
Net property and equipment	(0)	5,695	13,979
Other assets:			
Organizatonal cost	39,494	39,494	39,494
Less accumulated amortization	(39,494)	(39,494)	(39,494)
Net organizatonal cost	0	0	0
Investment in Partnerships	572,528	572,528	553,938
Security deposit	852	852	852
Total other assets	573,380	573,380	554,790
Total assets	$ 1,067,037	$ 1,387,643	$ 1,199,468

See Accompanying notes to financial statements

TRUE REST FRANCHISING LLC

BALANCE SHEETS (Continued)

June 30 2022, 2021 and 2020

LIABILITIES AND MEMBERS EQUITY

	2022	2021	2020
Current liabilities:			
Accounts payable	$ 25,521	$ 67,658	$ 109,320
Notes payable	0	0	0
Accrued wages	0	0	0
Reserve - Pods	174,990	317,000	170,944
PPP Loan	7,257	7,257	30,754
Total current liabilities	207,768	391,915	311,018
Long-term liabilities:			
Long-term debt	611,088	611,088	551,088
Total long-term liabilities	611,088	611,088	551,088
Total liabilities	818,856	1,003,002	862,105
Members' equity			
Balance, June 30	384,221	337,363	579,874
Additional paid in capital	0	0	0
Net income (loss)	(136,040)	46,858	(242,512)
Distributions	0	0	0
Balance, June 30	248,181	384,221	337,363
Total liabilities and members' equity	$ 1,067,037	$ 1,387,643	$ 1,199,468

See Accompanying notes to financial statements

TRUE REST FRANCHISING LLC

STATEMENTS OF INCOME

For the Years Ended June 30, 2022, 2021 and 2020

	2022	2021	2020
Revenues:	$ 1,718,265	$ 1,911,354	$ 1,373,685
Cost of Goods Sold:	305,010	322,867	181,710
Gross Profit:	$ 1,413,255	$ 1,588,487	$ 1,191,975
Operating expenses:			
Advertising	292,463	229,339	306,019
Automotive	3	70	1,234
Bank fees	1,826	1,331	1,321
Commissions	5,397	4,195	3,447
Contract Labor	434,458	316,245	274,435
Dues & Subscriptions	18,261	6,872	7,006
Employee Benefits	26,387	23,146	25,690
Guarantee - owner	250,000	293,334	329,167
Insurance	15,455	3,573	3,931
Interest	15,000	15,000	22,507
License & Permits	14,793	9,557	8,014
Meals & entertainment	14,944	9,376	7,655
Office	79,772	65,473	49,637
Outside service	150,938	149,667	195,262
Professional services	50,961	37,227	52,425
Rent	45,906	43,412	43,960
Repairs	2,417	1,723	911
Research	-	33,193	34,411
Travel	82,603	18,364	27,385
Training	33,143	8,260	22,049
Utilities	9,291	8,904	9,737
Total operating expenses	1,544,020	1,278,259	1,426,203
Income or loss from operations	(130,765)	310,228	(234,228)
Other income (expenses)			
Other Deductions	420	(255,086)	-
Depreciation and amortization	(5,695)	(8,284)	(8,284)
Total other expenses	(5,275)	(263,370)	(8,284)
Net income (loss)	$ (136,040)	$ 46,858	$ (242,512)

See Accompanying notes to financial statements

TRUE REST FRANCHISING LLC

STATEMENTS OF CASH FLOWS

For the Years Ended June 30, 2022, 2021 and 2020

	2022	2021	2020
Cash flows from operating activities:			
Net income	$ (136,040)	$ 46,858	$ (242,512)
Adjustments to reconcie net income to net cash provided by operating activities:			
Depreciation	5,275	8,284	8,284
Amortization	0	0	0
(Increase) decrease in:			
Prepaids	0	0	5,635
(Increase) decrease in:			
Accounts receivable	119,203	(281,466)	(75,363)
Increase (decrease) in:			
Accrued wages	0	0	0
Accounts payable	(42,137)	(41,241)	91,958
Net cash provided by operating activities	(53,699)	(267,565)	(211,998)
Investing activities:			
Purchase of businesses and investments	0	(18,590)	(65,851)
Security deposit	0	0	0
Reserve - Pods	(142,010)	146,056	44,944
Net cash provided & used by investing activities	(142,010)	127,466	(20,907)
Cash flows from financing activities:			
Related parties receivables	0	297,866	(95,063)
Increase in related party loans	0	60,000	60,000
Proceeds from PPP Loan	0	(23,497)	30,754
Proceeds from note payable	0	0	149,900
Repayment from long-term debt	0	0	0
Net cash provided & used by financing activities	0	334,369	145,591
Net increase (decrease) in cash	(195,709)	194,270	(87,314)
Cash & cash equivalent at beginning of year	336,475	142,205	229,519
Cash and cash equivalent at end of year	$ 140,766	$ 336,475	$ 142,205

See Accompanying notes to financial statements

NOTE A - BUSINESS ACTIVITY

True Rest Franchising LLC (the Company) was incorporated in Arizona State. The Company is primarily engaged in the development, operation and franchising of Float Spas. The financial statement has been prepared on the basis of the generally accepted accounting principles.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

1. Revenue Recognition:

The Company adipted the accounting standard, ASC 606, Revenue from Contracts with Customers and all the related amendments (new revenue standard) to all contracts using the modified retrospective method. The cumulative effect of initially applying the new revenue standard was recognized as an adjustment to the opening balance of retained earnings if any. The adoption of the new revenue standard has not had a material impact to either reported Sales to customer or Net earnings. Additional the company will continue to recognizes revwnuw from the sale of franchise territories, net of an allowance for uncollectible amounts, when all material services or conditions relating to the initial sale have been substantially performed or satisfied.

The Company, as part of the franchise agreement invoice and collect on royalties, Royalties are recognized on a weekly basis by the company.

In accordance with the new revenue standard requirements, the disclosure of the impact of the adoption of the Company's Consolidated Statement of Earnings and Balance Sheet was a follows:

Statement of Earnings - For the Fiscal year ended June 30, 2022

	As Reported	Effect of Change	Balance without adoption of ASC 606
Sales to customers	$ 1,718,265	0	1,718,265
Net Earnings	(136,040)	0	(136,040)

Balance Sheet - As of June 30 2022

	As Reported	Effect of Change	Balance without adoption of ASC 606
Assets	1,067,037	0	1,067,037
Liabilities	818,856	0	818,856
Equity	$ 248,181	0	248,181

Statement of Earnings - For the Fiscal year ended June 30, 2021

	As Reported	Effect of Change	Balance without adoption of ASC 606
Sales to customers	$ 1,911,354	0	1,911,354
Net Earnings	46,858	0	46,858

Balance Sheet - As of June 30 2021

	As Reported	Effect of Change	Balance without adoption of ASC 606
Assets	1,387,643	0	1,387,643
Liabilities	1,003,002	0	1,003,002
Equity	$ 384,641	0	384,641

Statement of Earnings - For the Fiscal year ended June 30, 2020

	As Reported	Effect of Change	Balance without adoption of ASC 606
Sales to customers	$ 1,373,685	0	1,373,685
Net Earnings	(242,512)	0	(242,512)

Balance Sheet - As of June 30 2020

	As Reported	Effect of Change	Balance without adoption of ASC 606
Assets	1,199,468	0	1,199,468
Liabilities	862,105	0	862,105
Equity	$ 337,363	0	337,363

2. Basis of Presentation:

Under FTC Rule 436 (Franchise Rule) the financial statements are presented in comparative format covering two years balance sheet and statements of income and members' equity and cash flows for the periods included.

3. Limited Liability Company/Income Taxes:

The financial statement included only those assets, liabilities and results of operations which relate to the business of True Rest Franchising, LLC. The financial statements do not include any asset, liabilities, revenues or expenses attributable to the members' individual activities.

The Company will file its income tax return on the accrual basis as a partnership for federal and state income tax purposes. As such, the Company will not pay income taxes, as any income or loss will be included in the tax returns of the individual members. As a limited liability company, each member's liability is limited to amounts reflected in their respective member accounts.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUE)

4. Property and Equipment:

All property and equipment are recorded at cost and depreciated over the estimated useful lives, using the straight-line method. Upon sale or retirement, the cost and related accumulated depreciation are eliminated from the respective accounts, and the resulting gain or loss is included in the results of operations. Repairs and maintenance charges which do not increase the useful lives of the assets are charged to income as incurred.

5. Concentration of Credit Risk:

The Company maintains its cash in bank deposit accounts at a high quality financial institution. The balance, at times, may exceed federally insured limits. At June 30, 2022, 2021 and 2020, the Company did not exceeded the insured limit.

6. Management Estimates:

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that effect the reported amounts of certain 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.

NOTE C - CASH ON HAND AND IN BANKS

	2022	2021	2020
Cash in banks:			
Checking	$ 140,766	$ 336,475	$ 142,205
	140,766	336,475	142,205

NOTE D - FIXED ASSETS (at cost)

	2022	2021	2020
Furniture & Fixtures	$ 24,512	$ 24,512	$ 24,512
Leasehold improvements.	32,100	32,100	32,100
Less: Accumulated depreciation	(56,612)	(50,917)	(42,633)
	$ 0	$ 5,695	$ 13,979

NOTE E - DEPRECIATION

Depreciation deducted in the statement of income were computed using the straight-line method and aggregated $5,695, $8,284 and $8,284, respectively, for the years ended June 30, 2022, 2021 and 2020.

NOTE F - NOTES AND LOANS RECEIVABLE

The related party receivables include $0, $0 and $297,866 in receivables from other True Rest franchises, respectively, for the years ended June 30, 2022, 2021 and 2020. Interest on the notes is non interest bearing. Although the receivables are due on demand, collection on them during the current fiscal year are not expected to be significant.

NOTE G - INVESTMENT IN PARTNERSHIPS

Monies collected and reserved for an investment in a franchise located in TRLA1, LLC.

NOTE H - LONT-TERM DEBT

Notes payable of $150,000 is payable to Bill Scott, a related party whom is a member of the board of advisors, $136,727 from Nicholas Janicki, a related party and $9,461 from Jim Rowe, a related party. Interest on the $150,000 note is 10% annually and the $136,727 & $9,461 notes are non interest bearing. Notes Payable of $82,500 is payable to Jim Pearce and $82,500 is payable to Jim Rowe, a related party. Although the loans are due on demand, payment on them during the current fiscal year are not expected to be significant.

An unsecured SBA loan with an amount of $149,900 at years ended June 30, 2021. The subject loan has a 30 year term with a 3.75% interest rate. For the first twelve months no payment is required to the SBA Loan.

Exhibit D
To Franchise Disclosure Document

~~**STATEMENT OF PROSPECTIVE FRANCHISEE**~~

TRUE REST

STATEMENT OF PROSPECTIVE FRANCHISEE

[Note: Dates and Answers Must Be Completed in the Prospective Franchisee's Own Handwriting.]

Since the Prospective Franchisee (also called "me," "our," "us," "we" and/or "I" in this document) and True REST Franchising, LLC (also called the "Franchisor" or "True REST") both have an interest in making sure that no misunderstandings exist between them, and understanding that the Franchisor is relying on the statements I/we make in this document, I/we assure the Franchisor as follows:

A. The following dates and information are true and correct:

1.	_____, 20___ **Initials** _____	The date on which I/we received a Uniform Franchise Disclosure Document about a Franchise.
2.	_____, 20___ **Initials** _____	The date when I/we received a fully completed copy (other than signatures) of the Franchise Agreement and all other documents I/we later signed.
3.	_____, 20___ **Initials** _____	The earliest date on which I/we signed the Franchise Agreement or any other binding document (not including any Letter or other Acknowledgment of Receipt.)
4.	_____, 20___ **Initials** _____	The earliest date on which I/we delivered cash, check or other consideration to the Franchisor, or any other person or company.

B. Representations and Other Matters:

1. No oral, written, visual or other promises, agreements, commitments, representations, understandings, "side deals," options, rights-of-first-refusal or otherwise of any type (collectively, the "representations"), including, but not limited to, any which expanded upon or were inconsistent with the Disclosure Document, the Franchise Agreement, or any other written documents, have been made to or with me/us with respect to any matter (including, but not limited to, advertising, marketing, site location and/or development, operational, marketing or administrative assistance, exclusive rights or exclusive or protected territory or otherwise) nor have I/we relied in any way on any such representations, except as expressly set forth in the Franchise Agreement, or a written Addendum thereto signed by the Prospective Franchisee and the Franchisor, except as follows:

_____.

(If none, the Prospective Franchisee should write NONE in his/her/their own handwriting.)

Prospective Franchisee's Initials: _____

2. No oral, written, visual or other claim, guarantee or representation (including, but not limited to, charts, tables, spreadsheets or mathematical calculations to demonstrate actual or possible results based on a combination of variables, such as multiples of price and quantity to reflect gross sales, or otherwise), which stated or suggested any specific level or range of actual or potential sales, costs, income, expenses, profits, cash flow, tax effects or otherwise (or from which such items might be ascertained), from franchised or non-franchised units, was made to me/us by Franchisor, its affiliates or agents/representatives, nor have I/we

relied in any way on any such, except for information (if any) expressly set forth in Item 19 of the Franchisor's Disclosure Document (or an exhibit referred to therein), except as follows:

Prospective Franchisee's Initials: _____

3. No contingency, prerequisite, reservation or otherwise exists with respect to any matter (including, but not limited to, the Prospective Franchisee obtaining any financing, the Prospective Franchisee's selection, purchase, lease or otherwise of a location, any operational matters or otherwise) or the Prospective Franchisee fully performing any of the Prospective Franchisee's obligations, nor is the Prospective Franchisee relying on the Franchisor or any other entity to provide or arrange financing of any type, nor have I/we relied in any way on such, except as expressly set forth in the Franchise Agreement or a written Addendum thereto signed by the Prospective Franchisee and the Franchisor, except as follows:

_____.

(If none, the Prospective Franchisee should write NONE in his/her/their own handwriting.)

Prospective Franchisee's Initials: _____

4. The individuals signing for the "Prospective Franchisee" constitute all of the executive officers, partners, shareholders, investors and/or principals of the Prospective Franchisee and each of such individuals has received the Uniform Franchise Disclosure Document and all exhibits and carefully read, discussed, understands and agrees to the Franchise Agreement, each written Addendum and any Personal Guarantees.

Prospective Franchisee's Initials: _____

5. I/we have had an opportunity to consult with an independent professional advisor, such as an attorney or accountant, prior to signing any binding documents or paying any sums, and the Franchisor has strongly recommended that I/we obtain such independent professional advice. I/we have also been strongly advised by the Franchisor to discuss my/our proposed purchase of, or investment in, a True REST Float Spa Franchise with existing Franchisees prior to signing any binding documents or paying any sums and I/we have been supplied with a list of existing True REST Float Spa Franchisees.

Prospective Franchisee's Initials: _____

6. I confirm that, as advised, I've spoken with past and/or existing True REST Float Spa Franchisees, and that I made the decision as to which, and how many, True REST Float Spa Franchisees to speak with.

Prospective Franchisee's Initials: _____

If there are any matters inconsistent with the statements in this document, or if anyone has suggested that I sign this document without all of its statements being true, correct and complete, I/we will (a) **immediately** inform the Franchisor's attorney (858-793-1094) and an officer of the Franchisor and (b) make a written statement regarding such next to my signature below so that the Franchisor may address and resolve any such issue(s) at this time and before either party goes forward.

I/we understand and agree that the Franchisor does not furnish or endorse, or authorize its salespersons or others to furnish or endorse, any oral, written or other information concerning actual or potential sales, costs, income, expenses, profits, cash flow, tax effects or otherwise (or from which such items might be ascertained), from franchised or non-franchised units, that such information (if any) not expressly set forth in Item 19 of the Franchisor's Disclosure Document (or an exhibit referred to therein) is not reliable and that I/we have not relied on it, that no such results can be assured or estimated and that actual results will vary from unit to unit, Franchise to Franchise, and may vary significantly.

Prospective Franchisee's Initials: _____

I/we understand and agree to all of the foregoing and represent and warrant that all of the above statements are true, correct and complete.

Date: _____

PROSPECTIVE FRANCHISEE (Individual)

_____

Signature

_____

Printed Name

_____

Signature

_____

Printed Name

PROSPECTIVE FRANCHISEE (Corp., LLC or Partnership) [Must be accompanied by appropriate personal guarantee(s)]

_____

Legal Name of Entity

a _____ _____

State of incorporation, formation, etc.

By: _____

Printed Name: _____

Title: _____

~~**Exhibit E**~~

~~**To Franchise Disclosure Document**~~

TABLE OF CONTENTS OF THE OPERATIONS MANUAL

TRUE REST
OPERATIONS MANUAL
TABLE OF CONTENTS

	Page No.	Pages in Section
Table of Content	**5**	**14**
CHAPTER 1: INTRODUCTION	**14**	**7**
Confidential Disclosure Agreements	15	
CHAPTER 2: WELCOME TO TRUE REST	**21**	**13**
History of True REST	22	
The True REST Leadership Team	26	
The Advisory Board	28	
Affiliated Vendors	28	
Franchisee Support Matrix	28	
True REST Mission Principles & Promises	30	
CHAPTER 3: HOW TO SPEAK FLOAT LANGUAGE	**34**	**14**
True REST's Vision of Floating	34	
What is Floatation Therapy and Why Does it Work?	34	
The Elevator Speech	40	
History of Floatation Therapy	41	
Benefits of Floating	44	
CHAPTER 4: PRE-OPENING TIMETABLE & OBLIGATIONS	**48**	**31**
True REST Pre-opening Timetable	48	
Week One	51	
Week Two	55	
Week Three	57	
Week Four	58	
Week Five	59	
Week Six	62	
Week Seven	63	
Week Eight	64	
Week Nine	64	
Week Ten	64	
Week Eleven	64	
Week Twelve	65	
Week Thirteen	65	
Week Fourteen	67	
Week Fifteen	68	
Week Sixteen	70	
Week Seventeen	71	
Week Eighteen	71	
Week Nineteen	71	
Week Twenty	71	
Week Twenty-One	71	
Week Twenty-Two	72	
Week Twenty-Three	72	

	Page No.	Pages in Section
Week Twenty-Four	73	
Pre-opening Checklist	73	
CHAPTER 5: FRANCHISEE TRAINING REQUIREMENTS	**79**	**4**
True REST University	79	
True REST Intranet	80	
Staff Training & Additional Training	80	
Annual True REST Convention	81	
CHAPTER 6: STAFFING YOUR TRUE REST FRANCHISE	**83**	**22**
Your True REST Franchise Staff	85	
Position Descriptions with Profiles	87	
True REST Daily Shifts	95	
Wages	95	
Recruiting Applicants	96	
Interviewing Applicants	97	
Hiring & Training Process	98	
Dress Code & Hygiene	100	
Employee Documentation	101	
Free Time / Computer and Telephone Usage	102	
Non-Discrimination	102	
Break Policy	103	
Employee Floating	103	
CHAPTER 7: TRUE REST POLICIES	**105**	**12**
Recommended Hours of Operation & Holidays	105	
Quality Standard	106	
Guest Service Policies	109	
Unruly Customers and Typical Complaints	111	
Cancellation Policy	112	
100% Satisfaction Guarantee	113	
Refund Policy	114	
The Birthday Float	114	
Age Requirements	114	
Safety / Emergencies	115	
Gift Card / Certificate Policies	116	
True REST Nation-Wide Benefits	116	
CHAPTER 8: SPA OPERATION PROCEDURES	**117**	**3**
General Housekeeping & Spa Cleanliness	117	
Essential Materials	117	
Operations Procedures and Checklists	118	
COVID-19 Health Declarations	119	
COVID-19 Operating Procedures	119	
CHAPTER 9: ESSENTIAL FORMS	**120**	**2**
Administration / Manager Checklist	120	
Inventory Spreadsheet	120	

	Page No.	Pages in Section
True REST Waiver	120	
Safety – Alarms / Locks / Security	121	
CHAPTER 10: FLOAT POD OPERATIONS AND MAINTENANCE	**122**	**15**
Introduction to the Float Pod	122	
The Pod Room Tour	122	
Float Pod Software Tutorial	123	
Cleaning the Float Pod	129	
Sanitation Schedule	130	
Using a Hydrometer	134	
Float Pod Troubleshooting / Tech Support	134	
CHAPTER 11: POS, WUFOO, & MAILCHIMP	**137**	**4**
Introduction to POS	137	
POS Bundle & Office Equipment	137	
POS Training	138	
POS Automated Emails	138	
POS Online Booking	139	
Wufoo Forms	139	
Mailchimp	139	
CHAPTER 12: ADMINISTRATION	**141**	**5**
Record Keeping	141	
Accounting Services	143	
Billing and Accounts Receivable Management	145	
CHAPTER 13: REPORTS, AUDITS & INSPECTIONS	**146**	**1**
Franchisee Reports & Required Reporting	146	
Paying Royalties and National Marketing Fee	146	
CHAPTER 14: TRUE REST MARKETING	**147**	**13**
True REST Franchisee Marketing Requirements	147	
Executing your Marketing Plan	151	
Marketing Templates	157	
Obtaining Marketing Approval	157	
Your General Obligations	157	
Groupon	157	
Facebook	157	
Other Social Media	159	
CHAPTER 15: SALES & PRICING	**160**	**5**
Float Pricing	160	
Two-Hour Floats / Extended Floats	160	
Discounts & Pricing Policies	160	
Loyalty Points	161	
Oxygen Bar & Misc. Pricing	162	
Referrals	162	

	Page No.	Pages in Section
CHAPTER 16: MEMBERSHIPS	**165**	**6**
True REST Memberships	165	
True REST Membership Script	166	
Membership Terms & Conditions	168	
Charging Members	168	
Suspended Members	168	
Cancelling Members	169	
CHAPTER 17: INSURANCE REQUIREMENTS & RISK MANAGEMENT	**171**	**6**
General Insurance Coverage	171	
Risk Management	174	
Managing Risk at the Franchise Location or Job Site	175	
Franchisee Site Security	175	
Reporting Incidents	176	
CHAPTER 18: CORPORATE STRUCTURE AND FINANCING	**177**	**8**
Setting up Your Entity	177	
Legal Business Structures	177	
Types of Structures	178	
Setting up the New Corporation	184	
Financing Arrangements	184	
Financing Alternatives	184	
TOTAL PAGES		**185**

Exhibit ~~F~~E
To Franchise Disclosure Document

GENERAL RELEASE OF ALL CLAIMS

GENERAL RELEASE OF ALL CLAIMS

_____("**FRANCHISEE**") and **_____, an individual** ("**GUARANTOR**") enter into this General Release on **_____**, with reference to the following facts:

1. On **_____, True REST Franchising, LLC,** an Arizona limited liability company ("**FRANCHISOR**"), and FRANCHISEE entered into a Franchise Agreement (the "**Franchise Agreement**") to operate a True REST Float Spa located at _____ (the "**Premises**"). GUARANTOR guaranteed FRANCHISEE'S performance under the Franchise Agreement pursuant to a Guarantee and Assumption of Obligations (the "Guarantee"). In consideration of FRANCHISOR'S processing and approval of _____, the Franchise Agreement provides that FRANCHISEE must sign this General Release as a condition to such _____. All capitalized terms not otherwise defined in this General Release shall have the same meaning as in the Franchise Agreement and/or the Guarantee.

2. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FRANCHISEE and GUARANTOR hereby release and forever discharge FRANCHISOR, its parents and subsidiaries and the directors, officers, employees, attorneys and agents of said corporations, and each of them, from any and all claims, obligations, liabilities, demands, costs, expenses, damages, actions and causes of action, of whatever nature, character or description, known or unknown (collectively "**Damages**"), which arose on or before the date of this General Release, including any Damages with respect to the Franchise Agreement, the Franchised Business, the Premises and the Guarantee. FRANCHISEE waives any right or benefit which FRANCHISEE or GUARANTOR may have under Section 1542 of the California Civil Code or any equivalent law or statute of any other state. Section 1542 of the California Civil Code reads as follows:

> "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

3. This General Release sets forth the entire agreement and understanding of the parties regarding the subject matter of this General Release and any agreement, representation or understanding, express or implied, heretofore made by any party or exchanged between the parties are hereby waived and canceled.

4. This General Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

~~4~~5. This Agreement shall be binding upon each of the parties to this General Release and their respective heirs, executors, administrators, personal representatives, successors and assigns.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year set forth above.

FRANCHISEE:

By: _____

Print Name: _____

Title: _____

GUARANTOR:
(An individual)

By: _____

Print Name: _____

Exhibit ~~G~~F
To Franchise Disclosure Document

STATE SPECIFIC ADDENDA

ADDITIONAL STATE DISCLOSURES

If the franchise is located in or if franchisee is a resident of any of the following states, then the designated provisions in the Uniform Franchise Disclosure Document ("Disclosure Document") and Franchise Agreement will be amended as follows:

CALIFORNIA

ADDENDUM TO DISCLOSURE DOCUMENT

California Corporations Code, Section 31125 requires the franchisor to give the franchisee a disclosure document, approved by the Department of Financial Protection and Innovation, prior to a solicitation of a proposed material modification of an existing franchise.

Our website, www.~~truerestfranchising~~truerest.com, has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the content of this website may be directed to the California Department of Financial Protection and Innovation at https://dfpi.ca.gov

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT 14 DAYS PRIOR TO EXECUTION OF THE AGREEMENT.

1. The following language is added to the end of Item 3 of the Disclosure Document:

   Neither True REST Franchising, LLC, nor any person identified in Item 2, or an affiliate or franchise broker offering franchises under our principal trademark is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such person from membership in such association or exchange.

2. The following paragraphs are added at the end of Item 17 of the Disclosure Document:

   The Franchise Agreement requires Franchisee to execute a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void.

   California Business and Professions Code Sections 20000 through 20043 provide rights to franchisees 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.

   The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

   The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law but we will enforce it to the extent enforceable.

The Franchise Agreement requires application of the laws of the state where the business is located. This provision may not be enforceable under California law, but we will enforce it to the extent enforceable.

The Franchise Agreement requires binding arbitration. The arbitration will occur in San Diego, California, with the costs being borne by the non-prevailing party. The prevailing party shall be entitled to recover reasonable compensation for expenses, costs and fees in connection with arbitration, including reasonable attorney's fees. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5 Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

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

3. The following risks are added to the "**Special Risks to Consider About *This* Franchise**" page:

Any interest rate charged to a California franchisee shall comply with the California Constitution. The interest rate shall not exceed either (a) 10% annually or (b) 5% annually plus the prevailing interest rate charged to banks by the Federal Reserve Bank of San Francisco, whichever is higher.

The Antitrust Law Section of the Office of the California Attorney General views maximum price agreements as per se violations of the Cartwright Act. Note: maximum price agreements are not per se violations of the Sherman Act.

4. 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.

45. 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.

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

7. **Franchise Agreement Provisions Void as Contrary to Public Policy:** In accordance with California Corporations Code **Section 31512.1**:

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.

HAWAII

ADDENDUM TO DISCLOSURE DOCUMENT

These franchises will be/ have been filed under the Franchise Investment Law of the State of Hawaii. Filing does not constitute approval, recommendation or endorsement by the Director of Commerce and Consumer Affairs or a finding by the Director of Commerce and Consumer Affairs that the information provided herein is true, complete, and not misleading.

The Franchise Investment Law makes it unlawful to offer or sell any franchise in this state without first providing to the prospective franchisee, or subfranchisor, at least seven days prior to the execution by the prospective franchisee of any binding franchise or other agreement, or at least seven days prior to the payment of any consideration by the franchisee, or subfranchisor, whichever occurs first, a copy of the Disclosure Document, together with an copy of all proposed agreements relating to the sale of the franchise.

This Disclosure Document contains a summary only of certain material provisions of the franchise agreement. The contract or agreement should be referred to for a statement of all rights, conditions, restrictions and obligations of both the franchisor and the franchisee.

ILLINOIS

ADDENDUM TO DISCLOSURE DOCUMENT

1. The "**Summary**" section of Item 17(v), entitled **Choice of forum**, is deleted in its entirety.

2. The "**Summary**" section of Item 17(w), entitled **Choice of law**, is deleted and replaced with the following:

   Illinois law applies.

3. Illinois law governs the agreement(s) between the parties to this franchise.

4. Any provision in a franchise agreement that designates jurisdiction or venue in a forum outside of Illinois is void, provided that arbitration may take place outside of Illinois. 815 ILCS 705/4 (West 2010)

5. Any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of Illinois is void. 815 ILCS 705/41 (West 2010)

ILLINOIS

AMENDMENT TO FRANCHISE AGREEMENT

The Franchise Agreement is specifically amended as follows:

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987 (as amended), the parties to the attached Franchise Agreement ("**Agreement**") agree as follows:

1. Section 19, "**ENTIRE AGREEMENT"** is amended by adding the following:

   No other representation has induced Franchisee to execute this Agreement and there are no representations (except for those made in the Franchise Disclosure Document that Franchisee received from Franchisor), inducements, promises or agreements, oral or otherwise, between the parties not embodied herein, which are of any force or effect with reference to this Agreement or otherwise.

2. Section 16.7, "**CHOICE OF LAWS,**" is deleted in its entirety and replaced with the following:

   EXCEPT TO THE EXTENT GOVERNED BY THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), THE FEDERAL ARBITRATION ACT, OR OTHER FEDERAL LAW, THIS AGREEMENT AND THE RIGHTS OF THE PARTIES HEREUNDER SHALL BE INTERPRETED AND CONSTRUED UNDER THE LAWS OF THE STATE OF ILLINOIS.

3. Section 16.2, "**VENUE,**" is deleted in its entirety.

4. Under the law of Illinois, any condition, stipulation or provision that purports to bind a person acquiring a franchise to waive compliance with the Franchise Disclosure Act of Illinois is void. Accordingly, insofar as the Franchise Agreement requires you to waive your rights under the Illinois franchise law, these requirements are deleted from the Franchise Agreement. This provision will not prevent the franchisor from requiring you to sign a general release of claims as part of a negotiated settlement of a dispute or actual lawsuit filed under any of the provisions of the Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

5. No statement, questionnaire, or acknowledgement 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 with the franchise.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, understands and consents to be bound by all of its terms.

True REST Franchising, LLC	Franchisee:_____
By: _____	By: _____
Title:_____	Title: _____

ILLINOIS

AMENDMENT TO MULTI-UNIT DEVELOPMENT AGREEMENT

The Multi-Unit Development Agreement is specifically amended as follows:

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987 (as amended), the parties to the attached Multi-Unit Development Agreement ("**Agreement**") agree as follows:

1. Illinois law governs the agreements between the parties to this franchise.

2. Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

3. Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

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

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, understands and consents to be bound by all of its terms.

True REST Franchising, LLC	Franchisee:_____
By: _____	By: _____
Title:_____	Title: _____

MARYLAND

ADDENDUM TO DISCLOSURE DOCUMENT

1. The "**Summary**" section of Item 17(c) entitled **Requirements for you to renew or extend**, and the "Summary" section of Item 17(m) entitled **Conditions for our approval of transfer**, is amended by adding the following:

> Any general release you sign shall not apply to the extent prohibited by the Maryland Franchise Registration and Disclosure Law.

2. The "**Summary**" section of Item 17(h) entitled **"Cause" defined (defaults which cannot be cured)**, is amended by adding the following:

> The Franchise Agreement provides for termination upon your bankruptcy. This provision might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.), but we will enforce it to the extent enforceable.

3. The following are added to the end of the chart in Item 17:

> Despite any contradicting provision in the Franchise Agreement, you have 3 years from the date on which we grant you the franchise to bring a claim under the Maryland Franchise Registration and Disclosure Law.
>
> A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. Despite the payment provisions noted in Item 5, all initial fees and payments shall be deferred until such time as Franchisor completes its initial obligations under the Franchise Agreement.

5. No statement, questionnaire, or acknowledgement 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 with the franchise.

MARYLAND

AMENDMENT TO FRANCHISE AGREEMENT

The Franchise Agreement is specifically amended as follows:

Any provision requiring Franchisee to execute a general release of any and all claims against Franchisor shall not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

Termination upon bankruptcy of the Franchisee might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.), but Franchisor intends to enforce it to the extent enforceable.

Sections 17.3 and 17.4 shall be supplemented by the following additional language:

> PROVIDED, HOWEVER, THAT THIS LIMITATION OF CLAIMS SHALL NOT ACT TO REDUCE THE THREE (3) YEAR STATUTE OF LIMITATIONS AFFORDED FRANCHISEE FOR BRINGING A CLAIM UNDER THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW.

Section 14-226 of the Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a prospective franchisee to assent to any release, estoppel, or waiver of liability as a condition of purchasing a franchise. Any provision of this Franchise Agreement which requires a prospective franchisee to disclaim the occurrence and/or non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law in order to purchase a franchise are not intended to, nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

Section 5.1, Initial Franchise Fee, shall be supplemented by the following additional language:

Despite the payment provisions noted in this Section 5.1, all initial fees and payments shall be deferred until such time as Franchisor completes its initial obligations under the Franchise Agreement.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, understands and consents to be bound by all of its terms.

True REST Franchising, LLC	Franchisee:_____
By: _____	By: _____
Title:_____	Title: _____

MARYLAND

AMENDMENT TO MULTI-UNIT DEVELOPMENT AGREEMENT

The Multi-Unit Development Agreement is specifically amended as follows:

Section III, Development Fee, of the Multi-Unit Development Agreement is amended as follows:

Despite the payment provisions noted in this Section III, all initial fees and payments shall be deferred until such time as Franchisor completes its initial obligations under the Multi-Unit Development Agreement. In addition, all Development Fees and initial payments by Developer shall be deferred until the first franchise under the Multi-Unit Development Agreement opens.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, understands and consents to be bound by all of its terms.

True Rest Franchising, LLC	Franchisee:_____
By: _____	By: _____
Title:_____	Title: _____

MARYLAND

AMENDMENT TO THE STATEMENT OF PROSPECTIVE FRANCHISEE (DISCLOSURE QUESTIONNAIRE)

The Statement of Prospective Franchisee (Disclosure Questionnaire) is specifically amended as follows:

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law (as amended), Md. Code Bus. Reg. Sections 14-201 through 14-233, the following paragraph is added to the Franchisee Disclosure Questionnaire:

> Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a prospective franchisee to assent to any release, estoppel, or waiver of liability as a condition of purchasing a franchise. Representations in this questionnaire 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.

_____

Name of Franchisee/Applicant

Date: _____

_____

Signature

_____

Name and Title of Person Signing

MICHIGAN

ADDENDUM TO DISCLOSURE DOCUMENT

The following disclosures are required by the State of Michigan:

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

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

A. A prohibition on the right of a franchisee to join an association of franchisees.

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

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

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

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

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

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

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

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

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

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

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

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

2. If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000.00 the franchisor shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

3. THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENFORCEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be direct to:

State of Michigan
Consumer Protection Division
Attention: Franchise
670 G. Mennen Williams Building
525 West Ottawa
Lansing, MI 48933
(517) 373-1160

Note: Despite paragraph F above, we intend to enforce fully the provisions of the arbitration section contained in the Franchise Agreement. We believe that paragraph F is unconstitutional and cannot preclude us from enforcing our arbitration section. You acknowledge that we will seek to enforce this section as well.

MINNESOTA

ADDENDUM TO DISCLOSURE DOCUMENT

In accordance with the requirements of the state of Minnesota the following disclosure should be read in conjunction with the Disclosure Document. Any inconsistency with the information contained in the Disclosure Document will be resolved in favor of this Minnesota Addendum.

1. Item 13 **Trademarks** is amended by adding the following:

   As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), we will reimburse you for any of your costs incurred in the defense of your right to use the Marks, so long as you were using the Marks in the manner authorized by us, and so long as we are timely notified of the claim and are given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

2. Item 17 **Renewal, Termination, Transfer and Dispute Resolution** is amended by adding the following:

   A. **Renewal and Termination**
   With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Agreement.

   B. **Choice of Forum**
   Nothing in the Disclosure Document or Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes 1984, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

   C. **Releases**
   A general release shall not relieve any person from liability imposed by the Minnesota Franchise Law, Minn. Stat., Chapter 80C, Section 80C.22.

3. These franchises have been registered under the Minnesota Franchise Act, registration does not constitute approval, recommendation, or endorsement by the Commissioner of Commerce of Minnesota or a finding by the Commissioner that the information provided herein is true, complete, and not misleading.

4. The Minnesota Franchise Act makes it unlawful to offer or sell any franchise in this state which is subject to registration without first providing to the franchisee, at least 7 days prior to the execution by the prospective franchisee of any binding franchise or other agreement, or at least 7 days prior to the payment of any consideration, by the franchisee, whichever occurs first, a copy of this Disclosure Document, together with a copy of all proposed agreements relating to the franchise. This Disclosure Document contains a summary only of certain material provisions of the Franchise Agreement. The contract or agreement should be referred to for an understanding of all rights and obligations of both the franchisor and the franchisee.

5. With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Section 80C.17, Subd. 5, which requires that no action may be commenced more than three years after the cause of action accrues.

6. Minn. Rule Part 2860.4400J prohibits a franchisee from waiving rights to a jury trial; waiving rights to any procedure, forum or remedies provided by the laws of the jurisdiction; or consenting to liquidated damages, us obtaining injunctive relief, termination penalties or judgment notes. However, we and you will enforce these provisions in the Franchise Agreement and/or Multi-Unit Development Agreement to the extent the law allows.

7. No statement, questionnaire, or acknowledgement 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 with the franchise.

MINNESOTA

AMENDMENT TO FRANCHISE AGREEMENT

The Franchise Agreement is specifically amended as follows:

In recognition of the Minnesota Franchise Law, Minn. Stat., Chapter 80C, Sections 80C.01 through 80C.22, and the Rules and Regulations promulgated pursuant thereto by the Minnesota Commission of Securities, Minnesota Rule 2860.4400, et seq., the parties to the attached Franchise Agreement ("Agreement") agree as follows:

With respect to franchises governed by Minnesota law, Franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Agreement.

As required by Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), Franchisor will reimburse Franchisee for any costs incurred by Franchisee in the defense of Franchisee's right to use the Marks, so long as Franchisee was using the Marks in the manner authorized by Franchisor, and so long as Franchisor is timely notified of the claim and is given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

A general release shall not relieve any person from liability imposed by the Minnesota Franchise Law, Minn. Stat., Chapter 80C, Section 80C.22.

With respect to franchises governed by Minnesota law, Franchisor will comply with Minn. Stat. Sec. 80C.17, Subd. 5, which requires that no action may be commenced more than three years after the cause of action accrues.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J might prohibit Franchisor from requiring litigation to be conducted outside Minnesota. Those provisions also provide that nothing in the Disclosure Document or Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes 1984, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

Minn. Rule Part 2860.4400J prohibits a Franchisee from waiving rights to a jury trial; waiving rights to any procedure, forum or remedies provided by the laws of the jurisdiction; waiving any bond required by a court; or consenting to liquidated damages, Franchisor obtaining injunctive relief, termination penalties or judgment notes. However, Franchisor and Franchisee will enforce these provisions in the Agreement to the extent the law allows.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, understands and consents to be bound by all of its terms.

True REST Franchising, LLC	Franchisee:_____
By: _____	By: _____
Title:_____	Title: _____

NEW YORK

ADDENDUM TO DISCLOSURE DOCUMENT

The Disclosure Document is amended as follows:

1. The following paragraphs are added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT B 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 DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK, 10271-0332.

WE MAY, IF WE CHOOSE, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS. HOWEVER, WE 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 we nor any of our affiliates, predecessors, officers, or general partners have, during the 10-year period immediately before the date of the Franchise Disclosure Document: (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 U.S. Bankruptcy Code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of ours held this position in such company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Items 17(d), titled "**Termination by franchisee"**:

You may terminate the agreement on any grounds available by law.

7. The following language 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 language 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 forgoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

NORTH DAKOTA

ADDENDUM TO DISCLOSURE DOCUMENT

1. The following language is added to the "Summary" section of Item 17(c) entitled **Requirements for you to renew or extend** and Item 17(m) entitled **Conditions for our approval of a transfer**:

The execution of a general release upon renewal, assignment or termination will be inapplicable to franchises operating under the North Dakota Franchise Investment Law.

2. The applicable portion of the "Summary" section of Item 17(i) entitled **Your obligations on termination/non-renewal** is amended to read as follows:

If we prevail in any enforcement action, you will pay all damages and costs we incur in enforcing the termination provisions of the Franchise Agreement.

Any requirement that Franchisee consent to termination penalties or liquidated damages may not be enforceable under North Dakota law.

The waiver of punitive or exemplary damages may not be enforceable under the North Dakota Franchise Investment Law.

3. The following is added to the "Summary" section of Item 17(u) entitled **Dispute resolution by arbitration or mediation**:

To the extent required by the North Dakota Franchise Investment Law (unless such requirement is preempted by the Federal Arbitration Act), arbitration will be at a site to which we and you mutually agree.

The waiver of trial by jury may not be enforceable under the North Dakota Franchise Investment Law.

4. The following is added to the "Summary" section of Item 17(r) entitled **Non-competition covenants after the franchise is terminated or expires**:

Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.

5. The following is added to the "Summary" section of Item 17(v) entitled **Choice of forum**:

However, to the extent allowed by the North Dakota Franchise Investment Law, you may commence any cause of action against us in any court of competent jurisdiction, including the state or federal courts of North Dakota.

6. The following is added to the "Summary" section of Item 17(w) entitled Choice of Law:

To the extent California law conflicts with North Dakota law, North Dakota law will control.

NORTH DAKOTA

AMENDMENT TO FRANCHISE AGREEMENT

1. The following is added to Section 3.2, **"RENEWAL"** and Section 14 "**TRANSFER OF INTEREST**":

   The execution of a general release upon renewal, assignment or termination will be inapplicable to franchises operating under the North Dakota Franchise Investment Law.

2. The following is added to Section 16.2, "**VENUE**":

   However, to the extent allowed by the North Dakota Franchise investment Law, Franchisee may commence any cause of action against Franchisor in any court of competent jurisdiction, including the state or federal courts of North Dakota.

3. The following is added to Section 16.1, "**MANDATORY BINDING ARBITRATION"**

   To the extent required by the North Dakota Franchise Investment Law (unless such requirement is preempted by the Federal Arbitration Act), arbitration will be at a site to which Franchisor and Franchisee mutually agree.

4. Section 18, "**ACKNOWLEDGMENTS**" is amended by the addition of the following language to the original language that appears therein to read as follows:

   Franchisee acknowledges that Franchisee received a copy of this Agreement, the attachments hereto, if any, and agreements relating thereto, if any, at least seven (7) days prior to the date on which this Agreement was executed.

5. Section 13.1 (regarding post-term restrictions) is amended by the addition of the following language to the original language that appears therein:

   Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.

6. In Sections 15.4 and 15.5, any requirement that Franchisee consent to termination penalties or liquidated damages may not be enforceable under North Dakota law.

7. The following language is added at the end of Section 16.3, "**CHOICE OF LAWS**":

   To the extent California law conflicts with North Dakota law, North Dakota law will control.

8. The following is added to Section 16.1, "**WAIVER OF COURT TRIAL**":

   The waiver of trial by jury may not be enforceable under the North Dakota Franchise Investment Law.

9. The following is added to Section 16, "**RESOLUTION OF DISPUTES**":

   The waiver of punitive or exemplary damages may not be enforceable under the North Dakota Franchise Investment Law.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, understands and consents to be bound by all of its terms.

True REST Franchising, LLC	Franchisee:_____
By: _____	By: _____
Title: _____	Title: _____

NORTH DAKOTA

AMENDMENT TO AREA DEVELOPMENT AGREEMENT

1. In Section VIII, any requirement that Franchisee consent to termination penalties or liquidated damages may not be enforceable under North Dakota law.

2. Section X (regarding covenants not to compete) is amended by the addition of the following language to the original language that appears therein:

Covenants not to compete such as those mentioned in this Section X are generally unenforceable in the State of North Dakota except in limited instances as provided by law.

3. The following is added to Section XIX (a), "**MANDATORY BINDING ARBITRATION"**

To the extent required by the North Dakota Franchise Investment Law (unless such requirement is preempted by the Federal Arbitration Act), arbitration will be at a site to which Franchisor and Franchisee mutually agree.

4. The following is added to Section XIX(b), "**VENUE**":

However, to the extent allowed by the North Dakota Franchise Investment Law, Franchisee may commence any cause of action against Franchisor in any court of competent jurisdiction, including the state or federal courts of North Dakota.

5. The following language is added at the end of Section XIX(g), "**CHOICE OF LAWS**":

To the extent California law conflicts with North Dakota law, North Dakota law will control.

6. The following is added to Section XIX(c), "**WAIVER OF TRIAL BY JURY":**

The waiver of trial by jury may not be enforceable under the North Dakota Franchise Investment Law.

7. The following is added to Section XIX(d) **"LIMITATIONS ON CLAIMS"**:

The waiver of punitive or exemplary damages may not be enforceable under the North Dakota Franchise Investment Law.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, understands and consents to be bound by all of its terms.

True REST Franchising, LLC	Franchisee:_____
By: _____	By: _____
Title: _____	Title: _____

RHODE ISLAND

ADDENDUM TO DISCLOSURE DOCUMENT

The following language is added to Item 17(v) entitled **Choice of forum**:

, except as otherwise required by the Rhode Island Franchise Investment Act

RHODE ISLAND

AMENDMENT TO FRANCHISE AGREEMENT

In recognition of the requirements of the Rhode Island Franchise Investment Act (Section 19-28.1-14), the parties to the attached Franchise Agreement agree as follows:

Section 17.4, "**CHOICE OF FORUM"** is amended by adding the following:

> §19-24.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, understands and consents to be bound by all of its terms.

True REST Franchising, LLC	Franchisee:_____
By: _____	By: _____
Title: _____	Title: _____

SOUTH DAKOTA

AMENDMENT TO FRANCHISE AGREEMENT

The Franchise Agreement is specifically amended as follows:

The following provisions shall apply and supersede any provision in the Franchise Agreement to the contrary:

1. Franchise registration, employment, covenants not to compete and other matters of local concern will be governed by the laws of the State of South Dakota. As to contractual and all other matters, the Franchise Agreement will be and remain subject to the construction, enforcement and interpretation of the laws of the State specified in Article 16 of this Agreement. Any provision in the Franchise Agreement which designates jurisdiction or venue, or requires the franchisee to agree to jurisdiction or venue, in a forum outside of South Dakota, is deleted from any Franchise Agreement issued in the State of South Dakota.

2. Any provision that provides that the parties waive their right to claim punitive, exemplary, incidental, indirect, or consequential damages or any provision that provides that parties waive their right to a jury trial may not be enforceable under South Dakota law.

3. No release language set forth in the Franchise Agreement shall relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of South Dakota.

4. Termination provisions covering breach of the Franchise Agreement, failure to meet performance and quality standards, and failure to make Royalty payments contained in the Franchise Agreement shall afford you thirty (30) days written notice with an opportunity to cure the default before termination.

5. To the extent this Amendment is inconsistent with any terms or conditions of the Franchise Agreement, schedules or attachments thereto, or the Disclosure Document, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, understands and consents to be bound by all of its terms.

True REST Franchising, LLC	Franchisee:_____
By: _____	By: _____
Title: _____	Title: _____

VIRGINIA

ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for True REST Franchising, LLC for use in the Commonwealth of Virginia shall be amended as follows:

The following statement is added to Item 17.h:

> "Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to 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."

WASHINGTON

ADDENDUM TO DISCLOSURE DOCUMENT

The state of Washington has a statute, RCW 19.100.180 which may supersede the franchise agreement in your relationship with True REST Franchising, LLC 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 True REST Franchising, LLC 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.

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 the 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 True REST Franchising, LLC's reasonable estimated or actual costs in effecting a transfer.

The following disclosure is added to Item 1 of the Disclosure Document, as the last paragraph under the subheading, "Franchisee Referral Program":

"Franchisees who receive financial incentives to refer franchise prospects to Franchisors may be required to register as franchise brokers under the laws of Washington State. At this time, we do not pay any referral fees or award any type of incentive for referrals by existing franchisees in the state of Washington."

Liquidated damages in the amount of $10,000 for compromising the secure access to the Manual, as disclosed in Item 6 and Item 11 of the Disclosure Document, will not be charged to franchisees located in the State of Washington.

The following paragraph is added at the end of Item 5:

"In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee (a) has received all initial training that it is entitled to under the franchise agreement or offering circular, and (b) is open for business. Because franchisor has material pre-opening obligations with respect to each franchised business Franchisee opens under the Multi-Unit Development Agreement, payment of the Development Fee will be released proportionally with respect to each franchise outlet opened and is deferred until franchisor has met all its pre-opening obligations under the Agreement and Franchisee is open for business with respect to each such location."

WASHINGTON

ADDENDUM TO FRANCHISE AGREEMENT AND MULTI-UNIT DEVELOPMENT AGREEMENT

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.

Franchisees who receive financial incentives to refer franchise prospects to Franchisors may be required to register as franchise brokers under the laws of Washington State.

The following language, which pertains to liquidated damages, is deleted from Section 6.4 "Operations Manual" of the Franchise Agreement:

"If Franchisee in any way compromises the secure access to the online version of the Manual, including, but not limited to, allowing unauthorized users access to the Manual and its confidential contents, Franchisee will be required to pay Franchisor liquidated damages in the amount of $10,000 for each such unauthorized access or disclosure, to compensate Franchisor for the breach and related damage to the Franchise Program."

The following language is added as the last paragraph in Section 5.1 of the Franchise Agreement and Section III of the Multi-Unit Development Agreement:

"In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee (a) has received all initial training that it is entitled to under the franchise agreement or offering circular, and (b) is open for business. Because franchisor has material pre-opening obligations with respect to each franchised business Franchisee opens under the Multi-Unit Development Agreement, payment of the Development Fee will be released proportionally with respect to each franchise outlet opened and is deferred until franchisor has met all its pre-opening obligations under the Agreement and Franchisee is open for business with respect to each such location."

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, understands and consents to be bound by all of its terms.

True REST Franchising, LLC	Franchisee:_____
By: _____	By: _____
Title: _____	Title: _____

Exhibit ~~H~~G
To Franchise Disclosure Document

LIST OF FRANCHISEES AND THEIR OUTLETS

LIST OF FRANCHISEES AND THEIR OUTLETS AT OUR FISCAL YEAR END JUNE 30, ~~2022~~2023

FRANCHISEE	CONTACT	STREET ADDRESS	CITY	STATE	ZIP	PHONE	EMAIL
Willhoite Float Spas LLC	Jill and John Willhoite	2430 S Gilbert Rd, Suite 8	Chandler	AZ	85286	(480) 525-6211	chandler@truerest.com
Gilbert Float Spa Inc.	Jill and John Willhoite	1525 N. Gilbert Rd, Suite 109	Gilbert	AZ	85234	(480) 219-7990	gilbert@truerest.com
Insights for Life LLC	Walt and Martha Reed	18589 N 59th Ave, Suite 109	Glendale	AZ	85308	(623) 249-5888	glendale@truerest.com
Charles A. Russell and Rene E. Russell*	Charles and Rene Russell (Float Kiosk)	1910 West Highway 89A, Suite #101	Sedona	AZ	86336	(928) 284-8668	sedona@truerest.com
Vergeo Enterprise LLC	Veronica and George Carpenter	1357 E 8th Street	Chico	CA	95928	(844) 356-2899	chico@truerest.com
True Blue Enterprises, LLC	Mike and Britney Easton	1144 E. Champlain Ave., Suite 101	Fresno	CA	93720	(559) 721-4336	fresno@truerest.com
Awaken Float, LLC	Ross White~~*~~	3270 California Blvd	Napa	CA	94558	(707) 681-5919	napa@truerest.com
GDMorr RV LLC	Dawn Morrisson	711 Pleasant Grove Blvd, Suite 130	Roseville	CA	95678	(916) 773-0246	roseville@truerest.com
Palm Beach Float Holdings, LLC	Matt Ringler*	5360 Donald Ross Rd., Suite 105	Palm Beach Gardens	FL	33418	(561) 203-2034	pbgardens@truerest.com
Float Associates, LLC	Shawn Stansberry*	80 Vinings Drive, Suite 90-94	McDonough	GA	30253	(678) 782-5520	mdonough@truerest.com
Float Associates Peachtree, LLC	Shawn Stansbery and Tim Scott*	1203 N Peachtree Pkwy	Peachtree City	GA	30269	(678) 989-4555	peachtreecity@truerest.com
One True Therapy, LLC	Dawna Leggett	9466 Skokie Blvd	Skokie	IL	60077	(847) 410-9035	skokie@truerest.com
Kahuna Enterprises, LLC	Jeff Krause & Noah Cheek*	30911 Orchard Lake Rd	Farmington Hills	MI	48334	(248) 702-6805	fh@truerest.com
Utica Float Spa, LLC	Jeff Krause and Noah Cheek*	13291 Hall Road	Utica	MI	48315	(586) 799-7118	utica@truerest.com
True Blue Indigo Vegas, LLC	Chuck and Rene Russell	5875 S. Rainbow Blvd.	Las Vegas	NV	89118	(702) 202-0181	vegas@truerest.com

FRANCHISEE	CONTACT	STREET ADDRESS	CITY	STATE	ZIP	PHONE	EMAIL
The Keene Float Center, Inc.	Tracey Krasnow	437 West St, Keene	Keene	NH	03431	(603) 354-3191	keene@truerest.com
Scott DeLorenzo*	Scott DeLorenzo	990 Cedar Bridge Ave.	Brick	NJ	08723	(723) 477-1515	brick@truerest.com
Rest Ocean Township, LLC	Scott DeLorenzo*	3209 Sunset Ave.	Ocean Township	NJ	07712	(732) 898-7100	oceantownship@truerest.com
The Balanced Mind Spa, LLC	Jim and Maria Dernocoeur	Holly Ave NE, Suite K	Albuquerque	NM	87113	(505) 832-7014	albuquerque@truerest.com
Triangle Float Therapy, LLC	Janelle and Joshua Slack*	208 Ledgestone Way	Cary	NC	27519	(919) 238-1980	cary@trurest.com
Stayafloat, LLC	Mike Shoniker and Doug Centola	906 Pecan Dr	Charlotte	NC	28205	(704) 325-9806	charlotte@truerest.com
Raleigh Float Therapy, LLC	Janelle and Joshua Slack*	9660 Falls of Neuse Rd, #165	Raleigh	NC	27615	(919) 890-5007	northraleigh@truerest.com
Janelle Slack and Joshua Slack	Janelle and Joshua Slack* (Float Kiosk)	3715 Patriot Way, Unit 131	Wilmington	NC	28412	(910) 216-9300	wilmington@truerest.com
Gamma Sgr Inc.	Greg Supelak	4185 Weaverton Lane	Columbus	OH	43219	(614) 798-8783	supelak@truerest.com
Dayton Float Therapy, LLC	Shawn Stansbery and Tim Scott*	665 Lyons Rd.	Dayton	OH	43571	(937) 985-9388	dayton@truerest.com
Alternative Therapeutic Solutions, LLC	Tim Scott*	5140 Chappel Drive	Perrysburg	OH	43551	(419) 931-9988	perrysburg@truerest.com
Gamma Sgr Inc.	Greg Supelak	393 W Olentangy Street	Powell	OH	43065	(614) 798-8783	supelak@truerest.com
Float Life, LLC	Sharif Tayeh*	21643 Center Ridge Rd.	Rocky River	OH	44116	(440) 333-7378	rockyriver@truerest.com
Float Therapy, LLC	Tim Scott*	5239 Monroe St	Toledo	OH	43623	(567) 402-4307	toledo@truerest.com
Winkler FS 2, LLC	Adam and Tonya Winkler*	4080 Washington Road, Suite 106	McMurray	PA	15317	(412) 838-4344	mcmurray@truerest.com
Winkler FS, LLC	Adam and Tonya Winkler*	2101 Greentree Road	Pittsburgh	PA	15220	(412) 883-3670	southhills@truerest.com

FRANCHISEE	CONTACT	STREET ADDRESS	CITY	STATE	ZIP	PHONE	EMAIL
Winkler FS, LLC	Adam and Tonya Winkler*	12041 Perry Highway	Wexford	PA	15090	(724) 799-8772	wexford@truerest.com
TrueREST South Charlotte, LLC	Mike Shoniker and Doug Centola	9664 Red Stone Dr	Indian Land	SC	29707	(704) 526-0402	fortmill@truerest.com
~~Cool Floats~~ Float Associates Nashville, LLC	~~Jamie Simmons~~ Shawn Stansberry and Tim Scott*	100 International Drive, Suite 106	Franklin	TN	37067	(615) 979-5997	coolsprings@truerest.com
MgS04, LLC	Tanner Heim	2919 Menchaca Rd, #105A	Austin	TX	78804	(512) 954-7118	southaustin@truerest.com
Zen Floats, LLC **	Todd Bushman	10721 Research Blvd, Suite B-170	Austin	TX	78759	(512) 432-5189	austin@truerest.com
Waterworks ATX, LLC	Tanner Heim and Taryn Ostendorf*	1335 E Whitestone Blvd Suite #165	Cedar Park	TX	78613	(512) 645-7585	cedarpark@truerest.com
Izzah Spa, LLC	Kiran Momin	5190 Buffalo Speedway	Houston	TX	77005	(832) 520-8810	houston@truerest.com
Float on Utah, LLC	Jason Parker	210 E 12300 S	Draper	UT	84020	(385) 297-7123	draper@truerest.com
Float on Utah, LLC	Jason Parker	4801 N University Ave., #670	Provo	UT	84604	(801) 396-1064	provo@truerest.com

* This franchisee is also a developer under a Multi-Unit Development Agreement.

~~** PREVIOUSLY-OWNED FRANCHISED OUTLET SOLD BY FRANCHISOR~~

~~PRIOR FRANCHISEE~~	~~CONTACT~~	~~CITY~~	~~STATE~~	~~PHONE~~	~~DATES OWNED BY PRIOR FRANCHISEE~~	~~REASON FOR OWNERSHIP CHANGE~~	~~PERIOD FRANCHISOR CONTROLLED OUTLET~~
~~Charles Bolton~~	~~Charles Bolton~~	~~Austin~~	~~TX~~	~~(903) 517-0910~~	~~September 2015 to June 2018~~	~~Voluntary transfer to Franchisor's affiliate, True REST Austin, a California general partnership~~	~~After transfer until sold to new franchisee (June 2018 to March 2022)~~

FRANCHISE AGREEMENTS SIGNED, BUT OUTLETS NOT OPENED IN OUR FISCAL YEAR ~~2022~~2023

FRANCHISEE	CONTACT	STREET ADDRESS	CITY	STATE	ZIP	PHONE	EMAIL ADDRESS
True Blue Enterprises, LLC	Mike and Britney Easton	To be determined.	To be determined.	CA		(559) 721-4336	
GDMorr, Inc.	Dawn Morrison	1639 E Monte Vista, Suite 150	Vacaville	CA	95688	(916) 773-0246	
Wynn Floating, LLC	Daniel, Anjelica, and Tyler Wynn	1055 E 9 Mile Rd, Suite A	Pensacola	FL	32514	(850) 332-4799	pensacola@truerest.com
Valina Relax Inc.	Visilii Savtchouk	125 Rainier Lane, Suite 3	St. Johns	FL	32259		saintjohns@truerest.com
~~Utica Float Spa~~NovoJoy, LLC	~~Jeff Krause and Noah Cheek~~Amber McAfee	~~13449 Hall Road~~410 Peachtree Pkwy Suite 230	~~Utica~~Cumming	~~MI~~GA	~~48315~~30041	~~(586) 799-7118~~	~~utica~~forsyth@truerest.com
DaydreamerTR, LLC	Steve Robertson	618 Highway 12 East	Starkville	MS	39759		starkville@truerest.com
Dana DeLorenzo	Dana DeLorenzo	790 US Route 46	Parsippany	NJ	07054	(201) 704-4058	dana@truerest.com
~~Raleigh Float Therapy, LLC~~	~~Janelle Slack*~~	~~9660 Falls of Neuse Rd~~	~~Raleigh~~	~~NC~~	~~27615~~	~~(919) 238-1980~~	
~~Float Life, LLC~~	~~Yaseen Tayeh*~~	~~To be determined.~~	~~Copley~~	~~OH~~			~~tayeh@truerest.com~~
Salt Water Works, LLC	Jay Jiwani*	~~To be determined.~~810 Knights Cross Dr, Suite 105	San Antonio	TX	78258	(678) 235-4460	sanantonio@truerest.com
Float On Utah, LLC	Jason Parker	To be determined.	St. George	UT		(385) 297-7123	parker@truerest.com
Amber Nair	Amber Nair	1640 Belle View Blvd	Alexandria	VA	22307	(347) 564-4628	alexandria@truerest.com

* This franchisee is also a developer under a Multi-Unit Development Agreement.

Exhibit ~~I~~H
To Franchise Disclosure Document

LIST OF FRANCHISEES WHO CEASED TO DO BUSINESS
UNDER THE FRANCHISE AGREEMENT

FRANCHISEES WHO CEASED TO DO BUSINESS UNDER THE FRANCHISE AGREEMENT IN OUR FISCAL YEAR ~~2022~~2023

Following is the name and contact information of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who has not communicated with the franchisor within 10 weeks of the disclosure document issuance date.

OUTLETS NEVER OPENED

FRANCHISEE	CONTACT	CITY	STATE	ZIP	EMAIL ADDRESS
~~Bods in Pods~~Float Life, LLC~~*~~	~~Carmel Mooney~~Yaseen Tayeh*	~~McKinney~~Copley	~~TX~~OH	~~75070~~44321	~~mooneycarmel1@gmail~~yaseentayeh@yahoo.com
~~Silvia Flores**~~	~~Silvia Flores~~	~~Rio Rancho~~	~~NM~~	~~87124~~	~~sylviaf318@gmail.com~~

* This franchisee ~~transferred its Franchise~~was also a developer under a Multi-Unit Development Agreement ~~to GDMorr, Inc. (Dawn Morrison) in Vacaville, California, before it opened an outlet~~.

~~**This franchisee transferred her Franchise Agreement to Visilii Savtchouk in St. Johns, Florida, before she opened an outlet.~~

FRANCHISEES WHO TRANSFERRED AN OUTLET DURING OUR FISCAL YEAR ~~2022~~2023

FRANCHISEE	CONTACT	CITY	STATE	ZIP	EMAIL ADDRESS
~~Regenerate~~Cool Floats, LLC	~~Dave Samuelson~~Jamie Simmons	~~Roseville~~Franklin	~~CA~~TN	~~94589~~37067	~~drdave@gmail~~jamie@thesimmonsgrp.com
~~K & S Gunther, LLC~~	~~Kris and Sandy Gunther~~	~~Provo~~	~~UT~~	~~84604~~	~~kris.gunther@yahoo.com~~

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

Exhibit ~~J~~I
To Franchise Disclosure Document

MULTI-UNIT DEVELOPMENT AGREEMENT

TRUE REST FRANCHISING, LLC

MULTI-UNIT DEVELOPMENT AGREEMENT

TABLE OF CONTENTS

SECTION		PAGE
I.	GRANT	1
II.	NO EXCLUSIVITY	2
III.	DEVELOPMENT FEE	3
IV.	DEVELOPMENT SCHEDULE AND MANNER OF EXERCISING OPTIONS	3
V.	TERM	4
VI.	DEVELOPER'S DUTIES	4
VII.	PROPRIETARY MARKS/CONFIDENTIALITY	5
VIII.	DEFAULT AND TERMINATION	5
IX.	TRANSFERABILITY	6
X.	COVENANTS	8
XI.	NOTICES	9
XII.	INDEPENDENT CONTRACTOR AND INDEMNIFICATION	9
XIII.	APPROVALS	10
XIV.	NON-WAIVER	10
XV.	SEVERABILITY AND CONSTRUCTION	10
XVI.	ENTIRE AGREEMENT	11
XVII.	SUPERIORITY OF FRANCHISE AGREEMENT	11
XVIII.	ENFORCEMENT	11
XIX.	DISPUTE RESOLUTION	11
XX.	"DEVELOPER" DEFINED AND GUARANTY	15
XXI.	ELECTRONIC MAIL	15
XXII.	ACKNOWLEDGMENTS	15
XXIII.	NO WAIVER OR DISCLAIMER OF RELIANCE IN CERTAIN STATES	16

EXHIBITS

A. DESCRIPTION OF TERRITORY

B. DEVELOPMENT SCHEDULE

C. GUARANTY AND ASSUMPTION OF OBLIGATIONS

TRUE REST
MULTI-UNIT DEVELOPMENT AGREEMENT

THIS MULTI-UNIT DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into this ~~____day~~ ___day of _____, by and between TRUE REST FRANCHISING, LLC, an Arizona limited liability company, doing business as "True REST" ("Franchisor) and _____ _____ ~~-~~ ____ ~~__, a/an~~ _____ _____ ~~–~~ _____, a/an _____ ("Developer").

RECITALS

A. **WHEREAS**, Franchisor owns and has developed and administers a system, including a float pod, floatation therapy techniques and methods, trade secrets, copyrights, confidential and proprietary information and other intellectual property rights (the "System") for the establishment and operation of businesses offering floatation therapy at spas containing 4 to 8 float pods ("Float Spas") identified by the "True REST" trade name and other trademarks and service marks licensed hereunder (the "Marks").

B. **WHEREAS,** the System includes the Marks and trade secrets, proprietary methods and information and procedures for the establishment and operation of True REST® Float Spas, including, without limitation, confidential manuals (collectively, the "Manual"), floatation therapy methods, floatation equipment and chemicals, furniture and fixtures, marketing, advertising and sales promotions, cost controls, accounting and reporting procedures, personnel management, distinctive interior design and display procedures, and color scheme and decor.

C. **WHEREAS**, Franchisor grants to qualified persons who are willing to undertake the required investment and effort, a license to establish and operate a True REST® Float Spa.

D. **WHEREAS**, Developer has applied for an option to obtain licenses to establish and operate multiple True REST® Float Spas and such application has been approved by Franchisor in reliance upon all of the representations made therein.

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other set forth in this Agreement, hereby agree as follows:

I. GRANT

(a) Franchisor hereby grants to Developer, pursuant to the terms and conditions of this Agreement, options to obtain licenses to establish and operate _____ (___) Float Spas within the territory described in Exhibit A attached hereto and incorporated herein by this reference ("Designated Territory").

(b) Developer shall be bound by the Development Schedule ("Development Schedule") set forth in Exhibit B. Time is of the essence to this Agreement. Each Float Spa shall be established and operated pursuant to a separate franchise agreement ("Franchise Agreement") to be entered into by Developer and Franchisor. Each Franchise Agreement shall be in Franchisor's then-current form of the Franchise Agreement. Developer acknowledges and agrees that all Franchise Agreements entered into in connection with Float Spas within the Designated Territory are independent of this Agreement. The

continued existence of such Franchise Agreement shall not depend on the continuing existence of this Agreement.

(c) This Agreement is not a Franchise Agreement, and Developer shall have no right to use the Marks in any manner by virtue hereof or to engage in the business of offering, selling or distributing goods or services under the Marks or the System in any manner.

(d) Developer shall have no right under this Agreement to license others to operate a business or use the System or the Marks.

II. NO EXCLUSIVITY

(a) Developer receives no exclusive rights to the Designated Territory under this Agreement. So long as Developer is in good standing and in compliance with this Agreement, Franchisor will not establish or license another to establish a Float Spa in the Designated Territory.

(b) During the term of this Agreement, Franchisor reserves the right to:

(i) establish and operate, and allow others to establish and operate, Float Spas using the Marks and the System, at any location outside the Designated Territory, on such terms and conditions Franchisor deems appropriate;

(ii) establish and operate, and allow others to establish and operate, Competitive Businesses that may offer products and services which are identical or similar to products and services offered by Float Spas, under trade names, trademarks, service marks and commercial symbols different from the Marks;

(iii) establish, and allow others to establish, other businesses and distribution channels (including, but not limited to, temporary or mobile facilities, sales through retail stores that do not operate under the Marks, sales made at wholesale, or sales via the Internet), wherever located or operating and regardless of the nature or location of the customers with whom such other businesses and distribution channels do business, that operate under the Marks or any other trade names, trademarks, service marks or commercial symbols that are the same as or different from Float Spas, and that sell products and/or services that are identical or similar to, and/or competitive with, those that Float Spas customarily sell;

(iv) acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided at Float Spas, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating (including in the Designated Territory);

(v) be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by a business providing products and services similar to those provided at Float Spas, or by another business, even if such business operates, franchises and/or licenses competitive businesses in the Designated Territory; and

(vi) engage in all other activities not expressly prohibited by this Agreement.

III. DEVELOPMENT FEE

(a) As consideration for the rights and options granted herein, Developer shall pay to Franchisor a development fee ("Development Fee") in the amount of _____ (_____) for the Float Spas to be developed under the terms of this Agreement. The Development Fee is to be paid simultaneously with the execution of this Agreement. The Development Fee is non-refundable, notwithstanding any provision to the contrary contained herein or in any Franchise Agreement.

(b) Notwithstanding anything to the contrary contained in the Franchise Agreement, the Initial Franchise Fee due for each Float Spa developed hereunder shall be reduced by 20% if Franchisee agrees to develop 2 Float Spas; 30% if Franchisee agrees to develop 3 Float Spas; 40% if Franchisee agrees to develop 4 Float Spas; and 50% if Franchisee agrees to develop 5 Float Spas or more.

(c) The Development Fee shall be credited to the Initial Franchise Fee due for each of the Float Spas developed hereunder, upon the execution of the Franchise Agreement, such that no further amount is due and owing by Developer/Franchisee to Franchisor in connection with any or all of the Float Spas listed on the Development Schedule attached hereto.

(d) Developer shall submit separate site information for each Float Spa to be established within the Designated Territory by Developer. Upon approval of the site for the Float Spa by Franchisor, a separate Franchise Agreement shall be executed for each such Float Spa. Upon the execution of each Franchise Agreement, the terms and conditions of such Franchise Agreement shall control the establishment and operation of such Float Spa.

IV. DEVELOPMENT SCHEDULE AND MANNER OF EXERCISING OPTIONS

(a) Developer agrees to have open and in operation at the end of each development period set forth on the Development Schedule the cumulative number of Float Spas set forth on the Development Schedule. During each Development Period, Developer shall exercise options by entering into Franchise Agreements with Franchisor pursuant to this Agreement for the number of Float Spas described under the Development Schedule and have such number of Float Spas open for business. Developer shall at all times after the expiration of each of the Development Periods continuously maintain in operation pursuant to each Franchise Agreement at least the number of Float Spas set forth on the Development Schedule, provided however that such obligation does not apply to Float Spas that are transferred in accordance with the provisions of the Franchise Agreement, or are closed due to force majeure.

(b) Developer shall exercise each option granted herein only as follows:

(i) By giving Franchisor written notice of Developer's intention to exercise such option at least thirty (30) days before the execution of the Franchise Agreement for the applicable business; and

(ii) By executing the then-current form of the Franchise Agreement for the applicable Float Spa and complying with its terms, including, without limitation, the payment of the unpaid balance of the applicable Initial Franchise Fee.

(c) Franchisor shall execute the Franchise Agreement only if (i) Developer is in compliance with all requirements and obligations of this Agreement and all other agreements between Franchisor and Developer, and (ii) Developer is in strict compliance with all of Developer's respective obligations under each Franchise Agreement, including, without limitation, its financial obligations and obligation to operate each Float Spa in compliance with the System. In order to meet the Development Schedule, the Franchise Agreement must be executed by Developer and Franchisor and the Float Spa to be operated under such Franchise Agreement must be open for business within the applicable Development Period. Developer must comply with all of the terms and conditions of each Franchise Agreement.

V. TERM

Unless sooner terminated in accordance with the terms of this Agreement, the term of this Agreement and all rights granted hereunder to Developer shall expire on the date of Franchisor's acceptance and execution of a Franchise Agreement for the last of Float Spas to be established pursuant to the Development Schedule attached hereto.

VI. DEVELOPER'S DUTIES

Developer shall perform the following obligations:

(a) Developer shall comply with all terms and conditions set forth in this Agreement.

(b) Developer shall comply with all of the terms and conditions of each Franchise Agreement, including, without limitation, the operating requirements specified in each Franchise Agreement. However, Developer will not be required to attend the initial franchisee training conducted by Franchisor in connection with the second or any subsequent Float Spa.

(c) At Franchisor's option, at any time during this Agreement, Franchisor may require Developer to engage a district manager to oversee the development and operation of Developer's Float Spas. Such district manager shall be in addition to, not in lieu of, the managers responsible for the day to day operations of the Float Spas, as required under the Franchise Agreements.

(d) Developer shall at all times preserve in confidence any and all materials and information furnished or disclosed to Developer by Franchisor, and Developer shall disclose such information or materials only to such of Developer's employees or agents who must have access to it in connection with their employment. All of Developer's employees or agents who must have access to such information or materials shall be required to execute nondisclosure agreements in the form acceptable to Franchisor. Developer shall not 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.

(e) Developer shall comply with all requirements of federal, state and local laws, rules and regulations.

(f) Developer shall return to Franchisor all manuals and other confidential information that Developer received from Franchisor in the course of operating the Float Spa when Developer leaves the System.

VII. PROPRIETARY MARKS/CONFIDENTIALITY

Notwithstanding any provision to the contrary under this Agreement, it is understood and agreed that this Agreement does not grant Developer any right to use the Marks or to use any of Franchisor's confidential information. Further, it is understood and agreed that this Agreement does not grant Developer, and Developer does not have any right to, any copyright or patent which Franchisor now owns or may hereinafter own. Rights to the Marks, confidential information or copyrights are granted only under the Franchise Agreements to be executed by Franchisor and Developer.

VIII. DEFAULT AND TERMINATION

(a) The options granted to Developer in this Agreement have been granted in reliance on Developer's representations and warranties, and strictly on the conditions set forth in this Agreement, including, without limitation, the condition that Developer strictly complies with the Development Schedule.

(b) Developer shall be deemed in default under this Agreement, and all rights granted herein to Developer shall automatically terminate without notice: (i) if Developer is adjudicated bankrupt, becomes insolvent, commits any affirmative action of insolvency or files any action or petition of insolvency, or if a receiver (permanent or temporary) of Developer's property or any part thereof is appointed by a court of competent authority or if Developer makes a general assignment for the benefit of Developer's creditors; (ii) if a final judgment remains unsatisfied of record for thirty (30) days or longer (unless supersedeas bond is filed); (iii) if execution is levied against Developer's business or property, or; (iv) if suit to foreclose any lien or mortgage against Developer's premises or equipment is instituted against Developer and not dismissed within thirty (30) days, or is not in the process of being dismissed; provided, however, that Franchisor reserves the right to be named as trustee or receiver in any voluntary petition for bankruptcy or insolvency filed by Developer.

(c) If Developer fails to exercise options and enter into Franchise Agreements with Franchisor pursuant to this Agreement for Float Spas within any Options Period, as set forth on the Development Schedule; fails to comply with any other term or condition of this Agreement; makes or attempts to make a transfer or assignment in violation of this Agreement; fails to comply with or meet any operational standards, including, but not limited to, the System Standards and Performance Standards in any individual Franchise Agreement with Franchisor; or fails to comply with the terms and conditions of any individual Franchise Agreement with Franchisor or of any other agreement to which Developer and Franchisor are parties, any such event shall constitute a default under this Agreement. Upon any such default, Franchisor, in Franchisor's discretion, may do any one or more of the following:

(i) Terminate this Agreement and all rights granted hereunder to Developer without affording Developer any opportunity to cure the default effective immediately upon receipt by Developer of written notice from Franchisor;

(ii) Reduce the number of Float Spas, without refunding any of the Development Fee, which are subject to options granted to Developer pursuant to this Agreement; or

(iii) Exercise any other rights and remedies that Franchisor may have.

(d) Upon termination of this Agreement, all remaining options granted Developer to establish Float Spas under this Agreement shall automatically be null and void. Developer shall have no right to establish or operate any Float Spa for which a Franchise Agreement has not been executed by Franchisor. Notwithstanding the above, the terms and conditions of each Franchise Agreement must be complied with by Developer thereunder and shall control in determining whether any default exists under such Franchise Agreement.

(e) 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 equity.

(f) If Developer is in substantial compliance with this Agreement and Franchisor materially breaches this Agreement and fails to cure or remedy such breach within thirty (30) days after written notice thereof delivered from Developer, Developer may terminate this Agreement and/or seek relief in equity or at law.

IX. TRANSFERABILITY

(a) Developer acknowledges that Franchisor maintains a staff to manage and operate the franchise system and that staff members can change as employees come and go. Developer represents that Developer has not signed this Agreement in reliance on any particular owners, directors, officers or employees remaining with Franchisor in that capacity. Franchisor may change Franchisor's ownership or form and/or assign this Agreement and any other agreement to a third party without restriction.

(b) Developer understands and acknowledges that the rights and duties set forth in this Agreement are personal to Developer and are granted in reliance upon Developer's personal qualifications. Developer has represented and hereby represents to Franchisor that Developer is entering into this Agreement with the intention of complying with its terms and conditions and not for the purpose of resale of the developmental or option rights hereunder.

(c) Neither Developer, nor any of Developer's partners (if Developer is a partnership), members (if Developer is a limited liability company) or shareholders (if Developer is a corporation), without Franchisor's prior written consent, by operation of law or otherwise, shall sell, assign, transfer, convey, give away or encumber to any person, firm or corporation, all or any part of Developer's interest in this Agreement or Developer's interest in the rights granted hereby or Developer's interest in any proprietorship, partnership, limited liability company, corporation or other entity which owns any interest in such rights, nor offer, permit or suffer the same to be sold, assigned, transferred, conveyed, given away or encumbered in any way to any person, firm or corporation. Developer may not, without Franchisor's prior written consent, fractionalize any of Developer's rights granted pursuant to this Agreement. Any purported assignment of any of Developer's or any of Developer's partner's, member's or shareholder's rights herein not having the aforesaid consent shall be null and void and shall constitute a material default hereunder. Any assignment or transfer may only be made if the proposed assignees or transferees: (i) are of good moral character and have sufficient business experience, aptitude and financial resources, (ii) otherwise meet Franchisor's then applicable standards for developers, (iii) are willing to assume all of Developer's obligations hereunder and to execute and be bound by all provisions of Franchisor's then-current form of the Multi-Unit Development Agreement for a term equal to the remaining term hereof; and (iv) willing to assume all of Developer's obligations under each and every Franchise Agreement Developer entered with Franchisor. As a condition to granting Franchisor's approval of any such assignment or transfer, Franchisor may require Developer or

the assignee or transferee to pay to Franchisor, Franchisor's then-current assignment fee to defray expenses incurred by Franchisor in connection with the assignment or transfer, legal and accounting fees, credit and other investigation charges and evaluation of the assignee or transferee and the terms of the assignment or transfer. Franchisor shall have the right to require Developer and Developer's owners to execute a general release of Franchisor and Franchisor's owners, directors, officers, successors and assigns, in form and content satisfactory to Franchisor as a condition to Franchisor's approval of the assignment of this Agreement or ownership of Developer.

(d) This Agreement may be assigned to a partnership, limited liability company or corporation which conducts no business other than the business contemplated hereunder and the operation of Float Spas, which is actively managed by Developer and in which Developer owns and controls, and continues to own throughout the term of this Agreement, not less than fifty-one percent (51%) of the general partnership interest, limited liability company interest or the corporate equity and voting power, provided that all partners, members or shareholders shall execute an assignment agreement in a form approved by Franchisor undertaking to be bound jointly and severally by all provisions of this Agreement and all issued and outstanding stock certificates of such corporation or other evidence of ownership interest in a partnership or limited liability company shall bear a legend reflecting or referring to the restrictions of this Agreement as designated by Franchisor.

(e) If Developer or Developer's owners shall at any time determine to sell the rights under this Agreement or any of Developer's respective ownership interests in Developer or any of Developer's assets (except in the ordinary course of business), Developer or Developer's owners shall obtain a bona fide, executed written offer from a responsible and fully disclosed purchaser and shall submit an exact copy of such offer to Franchisor, which shall, for a period of fifteen (15) days from the date of delivery of such offer, have the right, exercisable by written notice to Developer or Developer's owners, to purchase such rights under this Agreement or such ownership interests for the price and on the terms and conditions contained in such offer, provided that Franchisor may substitute cash for any form of payment proposed in such offer and that Franchisor shall have not less than sixty (60) days to prepare for closing. If Franchisor does not exercise this right of first refusal, Developer or Developer's owners, as applicable, may complete the sale of such interest in this Agreement or such ownership interest, subject to Franchisor's approval of the purchaser as provided in this Section IX, provided that if such sale is not completed within ninety (90) days after delivery of such offer to Franchisor, Franchisor shall again have the right of first refusal provided herein.

(f) Developer must give Franchisor ninety (90) days' written notice prior to any sale or assignment of a full or partial interest in Developer by Developer or any of Developer's owners. The purpose of this Subsection is to enable Franchisor to comply with any applicable state or federal franchise disclosure laws. Developer agrees to indemnify and hold Franchisor harmless for Developer's failure to comply with this Subsection.

(g) Developer must, within fifteen (15) days of receipt of an offer to buy, give Franchisor written notice whenever Developer or any of Developer's owners have received an offer to buy Developer's or such owner's interest in this Agreement or an interest in Developer itself or any options pursuant to this Agreement. Developer must also give Franchisor written notice simultaneously with an offer to sell any interest in this Agreement or an interest in Developer or any options pursuant to this Agreement, made by, for or on behalf of Developer or any of Developer's owners.

(h) No sale, assignment, transfer, conveyance, encumbrance or gift of any interest in this Agreement or in the options granted thereby, shall relieve Developer and the shareholders, members or partners participating in any transfer, of the obligations of the covenants not to compete with Franchisor contained in this Agreement except where Franchisor shall expressly authorize in writing.

X. COVENANTS

(a) Developer acknowledges that Franchisor has granted Developer the rights under this Agreement in consideration of and reliance upon Developer's agreement to deal exclusively with Franchisor. Developer therefore agrees that, during this Agreement's term, neither Developer, any of Developer's owners, nor any of Developer's or Developer's owners' immediate family members will:

(i) have any direct or indirect interest as an owner – whether of record, beneficially, or otherwise – in a Competitive Business, wherever located or operating (except that equity ownership of less than five percent (5%) of a Competitive Business whose stock or other forms of ownership interest are publicly traded on a recognized United States stock exchange will not be deemed to violate this Subsection);

(ii) perform services as a director, officer, manager, employee, consultant, representative, or agent for a Competitive Business, wherever located or operating;

(iii) recruit or hire any person then employed, or who was employed within the immediately preceding twenty-four (24) months, at a Float Spa operated by Franchisor, any of Franchisor's affiliates, or by a franchisee without obtaining the employer's prior written permission;

(iv) divert or attempt to divert any actual or potential business or customer of a Float Spa to a Competitive Business; or

(v) engage in any other activity which might injure the goodwill of the Marks and/or the System.

The term "Competitive Business" means any business (other than a Float Spa) principally offering products and services substantially similar to the products and services then being offered by the majority of the Float Spas.

(b) Developer covenants that, except as otherwise approved in writing by Franchisor, Developer shall not, for a period of two (2) year after the expiration or termination of this Agreement, regardless of the cause of termination, either directly or indirectly, for itself, or through, on behalf of or in conjunction with any person, persons, partnership, limited liability company or corporation, own, maintain, engage in, consult with or have any interest in any Competitive Business within the Designated Territory or within a five (5) mile radius of any other Float Spa in operation or under construction on the later of the effective date of termination or expiration of this Agreement or on the date on which all persons restricted by this Subsection begin to comply with this Subsection.

(c) 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 Section X 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 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 Section X.

(d) Developer understands and acknowledges that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Section X(a) or X(b) of this Agreement, or any portion thereof, without Developer's consent, effective immediately upon receipt by Developer of written notice thereof, and Developer agrees that Developer shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section XVI hereof.

(e) Franchisor shall have the right to require all of Developer's personnel performing managerial or supervisory functions and all personnel receiving special training from Franchisor to execute similar covenants in a form satisfactory to Franchisor.

(f) In addition to the foregoing covenants, Developer shall be bound by and comply with the covenants contained in each Franchise Agreement executed by Franchisor and Developer.

XI. NOTICES

All written notices permitted or required to be delivered by the provisions of this Agreement, shall be deemed so delivered on the date when hand delivered; one (1) day after sending by telegraph or after the date of deposit, if deposited with a commercial delivery service which guarantees next day delivery; or three (3) days after placed in the mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed to the party to be notified at its most-current principal business address of which the notifying party has been notified.

XII. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

(a) It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them, that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee or servant of the other for any purpose whatsoever. Each party to this Agreement is an independent contractor, and neither shall be responsible for the debts or liabilities incurred by the other.

(b) Developer shall hold itself out to the public to be an independent contractor operating pursuant to this Agreement. Developer agrees to take such actions as shall be necessary to that end.

(c) Developer understands and agrees that nothing in this Agreement authorizes Developer 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 assumes no liability for, nor shall Franchisor be deemed liable by reason of, any act or omission of Developer in Developer's conduct of any Float Spa or any claim or judgment arising therefrom. Developer shall indemnify and hold Franchisor harmless against any and all such claims directly or indirectly from, as a result of or in connection with Developer's operations hereunder or under any Franchise Agreement, as well as the costs, including attorneys' fees, of defending against them.

(d) 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 Franchisor's sole discretion and as it may deem in the best interests of all concerned in any specific instance, to vary standards for any developer based upon the peculiarities of the particular

location or circumstance, business potential, population of trade area, existing business practices or any other condition which Franchisor deems to be of importance to the successful operation of Developer's business under any Franchise Agreement. Developer shall not be entitled to require Franchisor to disclose or grant to Developer a like or similar variation hereunder to that which may be accorded to any other developer.

XIII. APPROVALS

(a) Whenever this Agreement requires Franchisor's prior approval or consent, Developer shall make a timely written request to Franchisor therefor, and, except as otherwise provided herein, any approval or consent granted shall be effective only if in writing.

(b) Franchisor makes no warranties or guarantees upon which Developer may rely 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 services to Developer in connection with this Agreement or by reason of any neglect, delay or denial of any request therefor.

XIV. NON-WAIVER

No failure by Franchisor to exercise any power reserved to Franchisor in this Agreement or to insist upon compliance by Developer with any obligation or condition in this Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Franchisor's rights to demand exact compliance with the terms of this Agreement. Waiver by Franchisor of any particular default shall not affect or impair Franchisor's right in respect to any subsequent default of the same or of a different nature, nor shall any delay, forbearance or omission by Franchisor to exercise any power or right arising out of any breach or default by Developer of any of the terms, provisions or covenants of this Agreement, affect or impair Franchisor's rights, nor shall the same constitute a waiver by Franchisor of any rights hereunder or rights to declare any subsequent breach or default.

XV. SEVERABILITY AND CONSTRUCTION

(a) Each provision of this Agreement shall be deemed severable from the others.

(b) Nothing in this Agreement shall confer upon any person or legal entity other than the parties hereto and such of their respective successors and assigns as may be contemplated by Section IX hereof, any rights or remedies under or by reason of this Agreement.

(c) All captions in this Agreement are intended solely for the convenience of the parties and none shall be deemed to affect the meaning or construction of any provision hereof.

(d) All references herein to gender and number shall be construed to include such other gender and number as the context may require and all acknowledgments, promises, covenants, agreements and obligations herein made or undertaken by Developer shall be deemed jointly and severally undertaken by all the parties hereto which execute this Agreement on Developer's behalf.

(e) This Agreement may be executed in duplicate and each copy so executed shall be deemed an original.

(f) Nothing contained herein shall be deemed a waiver of any rights Developer may have to rely on information contained in the franchise disclosure document.

XVI. ENTIRE AGREEMENT

This Agreement constitutes the entire, full and complete agreement between the parties hereto concerning the subject matter hereof, and supersedes all prior agreements. However, nothing contained herein shall be deemed a waiver of any rights Developer may have to rely on information contained in the franchise disclosure document. No amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by themselves or their authorized officers or agents in writing.

XVII. SUPERIORITY OF FRANCHISE AGREEMENT

For each Float Spa developed in the Designated Territory, a separate Franchise Agreement shall be executed and any individual franchise fee as prescribed by Franchisor shall be paid to Franchisor. It is understood and agreed by Developer that any and all Franchise Agreements executed in connection with Float Spas within the Designated Territory are independent of this Agreement. The continued existence of any such Franchise Agreement shall not depend on the continuing existence of this Agreement. If any conflict shall arise in connection with this Agreement and any Franchise Agreement executed within the Designated Territory, the latter shall have precedence and superiority over the former.

XVIII. ENFORCEMENT

(a) No right or remedy conferred upon or reserved to Franchisor or Developer by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

(b) Nothing in this Agreement bars Franchisor's right to obtain specific performance of the provisions of this Agreement and injunctive relief against threatened conduct that will cause Franchisor, the Marks and/or the System loss or damage, under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions (subject to Franchisor's obligation to arbitrate the underlying claim if required by Section XIX). Developer agrees that Franchisor may obtain such injunctive relief in addition to such further or other relief as may be available at law or in equity. Developer agrees that Franchisor will not be required to post a bond to obtain injunctive relief and that Developer's only remedy if an injunction is entered against Developer will be the dissolution of that injunction, if warranted, upon due hearing (all claims for damages by injunction being expressly waived hereby).

XIX. DISPUTE RESOLUTION

For the purposes of this Section XIX, "Developer" shall be deemed to include its owners, affiliates and its respective employees, and "Franchisor" shall be deemed to include Franchisor, its parent, and its affiliates.

(a) MEDIATION, MANDATORY BINDING ARBITRATION, AND WAIVER OF COURT TRIAL

Developer and Franchisor believe that it is important to resolve any disputes amicably, quickly, cost effectively and professionally and to return to business as soon as possible. Developer and Franchisor have agreed that the provisions of this Section XIX support these mutual objectives and, therefore, agree as follows:

(1) **Claim Process**. Any litigation, claim, dispute, suit, action, controversy, or proceeding of any type whatsoever, including any claim for equitable relief and/or where Developer is acting as a "private attorney general," suing pursuant to a statutory claim or otherwise, between or involving Developer and Franchisor on whatever theory and/or facts based, and whether or not arising out of this Agreement, ("Claim") will be processed in the following manner, Developer and Franchisor each expressly waiving all rights to any court proceeding, except as expressly provided below at Section XIX.(4).

(i) First, discussed in a face-to-face meeting held within thirty (30) days after either Developer or Franchisor give written notice to the other proposing such a meeting.

(ii) Second, if not resolved, submitted to non-binding mediation. Developer and Franchisor will split the costs and each will bear their own expenses of any mediation. Any mediation/arbitration will be conducted by a mediator/arbitrator experienced in franchising. Any party may be represented by counsel and may, with permission of the mediator, bring persons appropriate to the proceeding. If both Developer and Franchisor do not want to participate in mediation, then they may proceed to arbitration as provided below.

(iii) Third, submitted to and finally resolved by binding arbitration before a single arbitrator in the county where Franchisor's then-current headquarters is located, and in accordance with the arbitration rules of the American Arbitration Association or its successor. On election by any party, arbitration and/or any other remedy allowed by this Agreement may proceed forward at the same time as mediation. Judgment on any preliminary or final arbitration award will be final and binding, and may be entered in any court having jurisdiction.

(2) **Confidentiality**. The parties to any meeting/mediation/arbitration will sign confidentiality agreements, excepting only public disclosures and filings as are required by law.

(3) **Fees and Costs**. The parties will bear their own fees and costs, including attorneys' fees; provided that for matters not settled through agreement of the parties, the arbitrator may assess all, or any portion, of the fees and costs incurred in connection with any arbitration against the party who does not prevail.

(4) **Disputes Not Subject to the Mediation/Arbitration Process**. Claims or disputes relating primarily to (a) the validity of the Marks and/or any intellectual property licensed to Developer, and (b) injunctive relief for health and safety issues and violations, may be subjected to court proceedings, at Franchisor's sole election; provided that only the portion of any claim or dispute relating primarily to the validity of the Marks and/or any intellectual property licensed to Developer and requesting equitable relief shall be subject to court action, and any portion of such claim seeking monetary damages will be subject to the Claim Process outlined above.

(5) **Intentions of Developer and Franchisor**. Developer and Franchisor mutually agree (and have expressly had a meeting of the minds) that, notwithstanding any contrary provisions of state, federal or other law, and/or any statements in Franchisor's Franchise Disclosure Document required by a state or the Federal government as a condition to registration or for some other purpose:

(i) all issues relating to arbitration and/or the enforcement of arbitration-related provisions of this Agreement will be decided by the arbitrator (including all Claims that any terms were procured by fraud or similar means) and governed only by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and the federal common law of arbitration and exclusive of state statutes and/or common law;

(ii) all provisions of this Agreement shall be fully enforced, including (but not limited to) those relating to arbitration, waiver of jury trial, limitation of damages, venue, choice of laws, and shortened periods in which to bring Claims;

(iii) Developer and Franchisor intend to rely on federal preemption under the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and, as a result, the provisions of this Agreement will be enforced only according to its terms;

(iv) **Developer and Franchisor each knowingly waive all rights to a court trial** (except as expressly provided in this Agreement), understanding that arbitration may be less formal than a court or jury trial, may use different rules of procedure and evidence and that appeal is generally less available, but still strongly preferring mediation and/or arbitration as provided in this Agreement; and

(v) the terms of this Agreement (including but not limited to this Section XIX) shall control with respect to any matters of choice of law. Nothing in this or any related agreement, however, is intended to disclaim the representations Franchisor made in the Franchise Disclosure Document it furnished to Developer.

(b) VENUE

Without in any way limiting or otherwise affecting the obligations of Developer and Franchisor under Section XIX (a) above, Developer and Franchisor agree that any litigation will be brought in a court of competent jurisdiction in the county where Franchisor's then-current headquarters is located.

(c) TERMS APPLICABLE TO ALL PROCEEDINGS, WAIVER OF TRIAL BY JURY, CERTAIN CLAIMS, AND CLASS ACTION RIGHTS

With respect to any arbitration, litigation or other proceeding of any kind, Developer and Franchisor:

(1) **knowingly waive all rights to trial by jury**; and

(2) **will pursue any proceeding on an individual basis only, and not on a class-wide or multiple plaintiff basis**.

(d) LIMITATIONS ON CLAIMS

Neither party may make claims for emotional distress, whether negligent or intentional, nor punitive damages.

(e) PERIODS IN WHICH TO MAKE CLAIMS

No arbitration, action or suit (whether by way of claim, counter-claim, cross-complaint, raised as an affirmative defense, offset or otherwise) by either Developer or Franchisor will be permitted against the other, whether for damages, rescission, injunctive or any other legal and/or equitable relief, in respect of any alleged breach of this Agreement, or any other Claim of any type, unless such party commences such arbitration proceeding, action or suit before the expiration of the earlier of:

(1) One (1) year after the date on which the state of facts giving rise to the cause of action comes to the attention of, or should reasonably have come to the attention of, such party; or

(2) Eighteen (18) months after the initial occurrence of any act or omission giving rise to the cause of action, whenever discovered.

The above periods may begin to run, and will not be tolled, even though the claiming party was not aware of the legal theories, statutes, regulations, case law or otherwise on which a claim might be based. If any federal, state or provincial law provides for a shorter limitation period than is described in this Section, then such shorter period will govern. The time period for actions for indemnity shall not begin to run until the indemnified party(ies) have been found liable and any time for appeals has run in the underlying action.

(f) SEVERABILITY OF PROVISIONS

Each provision of this Agreement, and any portion of any provision, is severable (including, but not limited to, any provision related to dispute resolution).

(g) CHOICE OF LAWS

Developer and Franchisor agree on the practical business importance of certainty as to the law applicable to their relationship and its possible effect on the development and competitive position of the System. Therefore, Developer and Franchisor also agree that, except with respect to the applicability of the Federal Arbitration Act, 9 U.S.C. § 1 et seq. and the effect of federal pre-emption of state law by such Act, and except to the extent governed by the United States Trademark Act and other federal laws and as otherwise expressly provided in this Agreement, this Agreement and all other matters, including, but not limited to respective rights and obligations, concerning Developer and Franchisor, will be governed by, and construed and enforced in accordance with, the laws of California; except that the provisions of any law of that state regarding franchises (including, without limitation, registration, disclosure, and/or relationship laws) shall **not** apply unless that state's jurisdictional, definitional and other requirements are met independently of, and without reference to, this Section XIX.(g). Developer and Franchisor agree that this provision shall be enforced without regard to the laws of California relating to conflicts of laws or choice of law.

XX. "DEVELOPER" DEFINED AND GUARANTY

If two or more persons are at any time parties to this Agreement, whether as partners or joint venturers, their obligations and liabilities to Franchisor will be joint and several. References to "owner" mean any person holding a direct or indirect ownership interest (whether of record, beneficially, or otherwise) or voting rights in Developer (or a transferee of this Agreement or an ownership interest in Developer), including, without limitation, any person who has a direct or indirect interest in Developer (or a transferee) or this Agreement and any person who has any other legal or equitable interest, or the power to vest in himself or herself any legal or equitable interest, in their revenue, profits, rights, or assets. References to a "controlling ownership interest" in Developer or one of Developer's owners (if an entity) mean the percent of the voting shares or other voting rights that results from dividing one hundred percent (100%) of the ownership interests by the number of owners. In the case of a proposed transfer of an ownership interest in Developer or one of Developer's owners, the determination of whether a "controlling ownership interest" is involved must be made as of both immediately before and immediately after the proposed transfer to see if a "controlling ownership interest" will be transferred (because of the number of owners before the proposed transfer) or will be deemed to have been transferred (because of the number of owners after the proposed transfer). "Person" means any natural person, corporation, limited liability company, general or limited partnership, unincorporated association, cooperative, or other legal or functional entity. Unless otherwise specified, all references to a number of days shall mean calendar days and not business days.

XXI. ELECTRONIC MAIL

(a) Developer acknowledges and agrees that exchanging information with Franchisor by e-mail is efficient and desirable for day-to-day communications and that Franchisor and Developer may utilize e-mail for such communications. Developer authorizes the transmission of e-mail by Franchisor and Franchisor's employees, vendors, and affiliates ("Official Senders") to Developer during the term of this Agreement. Developer further agrees that: (a) Official Senders are authorized to send e-mails to those of Developer's employees as Developer may occasionally authorize for the purpose of communicating with Franchisor; (b) Developer will cause Developer's officers, directors and employees to give their consent to Official Senders' transmission of e-mails to them; (c) Developer will require such persons not to opt out or otherwise ask to no longer receive e-mails from Official Senders during the time that such person works for or is affiliated with Developer; and (d) Developer will not opt out or otherwise ask to no longer receive e-mails from Official Senders during the term of this Agreement.

(b) This consent given in this Section shall not apply to the provision of notice by either party under this Agreement pursuant to Section XI unless Franchisor and Developer otherwise agree in a written document manually signed by both parties.

XXII. ACKNOWLEDGMENTS

Developer acknowledges:

(a) That Developer has independently investigated this franchise opportunity and recognizes that, like any other business, the nature of the business a Float Spa conducts may, and probably will, evolve and change over time.

(b) That an investment in a Float Spa involves business risks that could result in the loss of a significant portion or all of Developer's investment.

(c) That Developer's business abilities and efforts are vital to Developer's success and the success of Developer's business.

(d) That Developer has not received from Franchisor, and is not relying upon, any representations or guarantees, express or implied, as to the potential volume, sales, income, or profits of a Float Spa, that any information Developer has acquired from other True REST Developers/Franchisees regarding their sales, profits, or cash flows was not information obtained from Franchisor, and that Franchisor makes no representation about that information's accuracy.

(e) That in all of their dealings with Developer, Franchisor's officers, directors, employees, and agents act only in a representative, and not in an individual, capacity and that business dealings between Developer and them as a result of this Agreement are deemed to be only between Developer and Franchisor.

(f) That Developer has represented to Franchisor, to induce Franchisor's entry into this Agreement, that all statements Developer has made and all materials Developer has given Franchisor are accurate and complete and that Developer has made no misrepresentations or material omissions in obtaining the franchise.

(g) That Developer has read this Agreement and Franchisor's franchise disclosure document and understands and accepts that this Agreement's terms and covenants are reasonably necessary for Franchisor to maintain Franchisor's high standards of quality and service, as well as the uniformity of those standards at each Float Spa, and to protect and preserve the goodwill of the Marks.

(h) That Franchisor has not made any representation, warranty, or other claim regarding this franchise opportunity, other than those made in this Agreement and Franchisor's franchise disclosure document, and that Developer has independently evaluated this opportunity, including by using Developer's business professionals and advisors, and has relied solely upon those evaluations in deciding to enter into this Agreement.

(i) That Developer has been afforded an opportunity to ask any questions Developer has and to review any materials of interest to Developer concerning this franchise opportunity.

(j) That Developer has been afforded an opportunity, and has been encouraged by Franchisor, to have this Agreement and all other agreements and materials Franchisor has given or made available to Developer reviewed by an attorney and has either done so or elected not to do so.

(k) That Developer has a net worth which is sufficient to make the investment in the franchise opportunity represented by this Agreement, and Developer will have sufficient funds to meet all of Developer's obligations under this Agreement.

XXIII. NO WAIVER OR DISCLAIMER OF RELIANCE IN CERTAIN STATES

(a) The following provision applies only to franchisees and franchises that are subject to state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

No statement, questionnaire, or acknowledgment signed or agreed to by 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 Franchisor, any franchise seller, or any other person acting on behalf of Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

~~*[Signatures on Following Page]*~~

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Agreement in duplicate on the day and year first above written.

TRUE REST FRANCHISING, LLC
an Arizona limited liability company

By:_____

Print Name: _____

Title:_____

DATED:_____

DEVELOPER

(If Developer is a Corporation, Limited Liability Company, or Partnership):

_____
[Name]

By:_____

Print Name: _____

Title:_____

DATED:_____

(If Developer is an Individual and not a Legal Entity):

_____
[Signature]

_____
[Print Name]

DATED:_____

_____
[Signature]

_____
[Print Name]

DATED:_____

EXHIBIT A TO THE MULTI-UNIT DEVELOPMENT AGREEMENT

DESCRIPTION OF DESIGNATED TERRITORY

_____

_____

_____

_____

_____

TRUE REST FRANCHISING, LLC
an Arizona limited liability company

By:_____

Print Name: _____

Title:_____

DATED:_____

DEVELOPER

(If Developer is a Corporation, Limited Liability Company, or Partnership):

_____
[Name]

By:_____

Print Name: _____

Title:_____

DATED:_____

(If Developer is an Individual and not a Legal Entity):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

DATED:_____

EXHIBIT B TO MULTI-UNIT DEVELOPMENT AGREEMENT

DEVELOPMENT SCHEDULE

At the dates set forth below, Developer is obligated by Section IV of the Multi-Unit Development Agreement to have open and in operation the number of Float Spas as indicated below:

	Date by Which Indicated Float Spa Must be Open for Business	**Cumulative Number of Float Spas to be Open and in Operation**
First Float Spa	_____, 20__	_____
Second Float Spa	_____, 20__	_____
Third Float Spa	_____, 20__	_____
Fourth Float Spa	_____, 20__	_____
Fifth Float Spa	_____, 20__	_____

FRANCHISOR

TRUE REST FRANCHISING, LLC
an Arizona limited liability company

By:_____

Title:_____

DATED:_____

DEVELOPER

(**If Developer is a Corporation, Limited Liability Company, or Partnership**):

_____
[Name]

By:_____

Title:_____

DATED:_____

(**If Developer is an Individual and not a Legal Entity**):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

DATED:_____

EXHIBIT C TO THE MULTI-UNIT DEVELOPMENT AGREEMENT

GUARANTEE, INDEMNIFICATION AND ACKNOWLEDGEMENT

For value received, and in consideration for, and as an inducement to True REST Franchising, LLC, ("Franchisor") to execute the True REST Multi-Unit Development Agreement (the "Multi-Unit Development Agreement"), of even date herewith, by and between Franchisor and _____ or his assignee, if a partnership, corporation or limited liability company is later formed ("Developer"), _____ ("Guarantor(s)"), jointly and severally, hereby unconditionally guarantee to Franchisor and its successors and assigns the full and timely performance by Developer of each obligation undertaken by Developer under the terms of the Multi-Unit Development Agreement, including all of Developer's monetary obligations arising under or by virtue of the Multi-Unit Development Agreement.

Upon demand by Franchisor, Guarantor(s) will immediately make each payment required of Developer under the Multi-Unit Development Agreement. Guarantor(s) hereby waives any right to require Franchisor to: (a) proceed against Developer for any payment required under the Multi-Unit Development Agreement; (b) proceed against or exhaust any security from Developer; or (c) pursue or exhaust any remedy, including any legal or equitable relief, against Developer. Without affecting the obligations of Guarantor(s) under this Guarantee, Indemnification and Acknowledgment, Franchisor may, without notice to Guarantor(s), extend, modify, or release any indebtedness or obligation of Developer, or settle, adjust or compromise any claims against Developer.

Guarantor(s) waives notice of amendment of the Multi-Unit Development Agreement and notice of demand for payment by Developer, and agrees to be bound by any and all such amendments and changes to the Multi-Unit Development Agreement.

Guarantor(s) hereby agrees to defend, indemnify and hold Franchisor harmless against any and all losses, damages, liabilities, costs, and expenses (including, without limitation, reasonable attorney's fees, reasonable costs of investigations, court costs, and arbitration fees and expenses) resulting from, consisting of, or arising out of or in connection with any failure by Developer to perform any obligation of Developer under the Multi-Unit Development Agreement, any amendment, or any other agreement executed by Developer referred to therein.

Guarantor(s) hereby acknowledges and agrees to be individually bound by all covenants contained in the Multi-Unit Development Agreement and all terms and conditions of the Multi-Unit Development Agreement requiring Developer not to disclose confidential information.

This Guarantee shall terminate upon the expiration or termination of the Multi-Unit Development Agreement, except that all obligations and liabilities of Guarantor(s) that arise from events that occurred on or before the effective date of such termination shall remain in full force and effect until satisfied or discharged by Guarantor(s), and all covenants that by their terms continue in force after termination or expiration of the Multi-Unit Development Agreement shall remain in force according to their terms. Upon the death of an individual Guarantor, the estate of such Guarantor will be bound by this Guarantee, but only for defaults and obligations existing at the time of death, and the obligations of the other Guarantor(s) will continue in full force and effect.

The validity of this Guarantee and the obligations of Guarantor(s) hereunder shall in no way be

terminated, restricted, diminished, affected or impaired by reason of any action that Franchisor might take or be forced to take against Developer, or by reason of any waiver or failure to enforce any of the rights or remedies reserved to Franchisor in the Multi-Unit Development Agreement or otherwise.

The use of the singular herein shall include the plural. Each term used in this Guarantee, unless otherwise defined herein, shall have the same meaning as when used in the Multi-Unit Development Agreement.

This Guarantee is to be performed in San Diego, California and shall be governed by and construed in accordance with the laws of the State of California. Guarantor(s) specifically agrees that the state and federal courts situated in San Diego, California shall have exclusive jurisdiction over Guarantor(s) and this Guarantee, and further agrees that any action relating to this Guarantee may be brought solely in either the Superior Court of the County of San Diego, or the United States District Court for the Southern District of California, located in San Diego County. In connection therewith, each of the undersigned hereby appoints the Secretary of State for the State of California as his agent for service of process to receive summons issued by the court in connection with any such litigation. Notwithstanding the foregoing, Franchisor and Guarantor(s) agree that any dispute under this Guarantee shall be resolved by arbitration pursuant to Article 16 of the Multi-Unit Development Agreement (except as otherwise provided in Article 16 of the Multi-Unit Development Agreement).

IN WITNESS WHEREOF, each of the undersigned has signed this Guarantee as of the date of the Multi-Unit Development Agreement.

GUARANTOR

By: _____

Print Name: _____

SS #: _____

DOB: _____

Driver's License No. _____

GUARANTOR

By: _____

Print Name: _____

SS #: _____

DOB: _____

Driver's License No. _____

The undersigned, as the spouse of the Guarantor indicated below, acknowledges and consents to the guaranty given herein by his/her spouse. Such consent also serves to bind the assets of the marital estate to Guarantor's performance of this Guaranty.

_____
Name of Guarantor

_____
Name of Guarantor's Spouse

_____
Signature of Guarantor's Spouse

_____
Name of Guarantor

_____
Name of Guarantor's Spouse

_____
Signature of Guarantor's Spouse

Exhibit ~~K~~J
To Franchise Disclosure Document

STATE EFFECTIVE DATES

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Documents 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	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

Exhibit ~~L~~K
To Franchise Disclosure Document

RECEIPTS

ITEM 23
RECEIPT

This disclosure document summarizes provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If True REST Franchising, LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York and Oklahoma require that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise agreement, or other agreement, or the payment of any consideration that relates to the franchise relationship.

Michigan, Oregon and Wisconsin require that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise agreement, or other agreement, or the payment of any consideration, whichever comes first.

If True REST Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to The Federal Trade Commission, Washington D.C. 20580 and the appropriate State Agency identified on Exhibit B.

The franchisor is True REST Franchising, LLC, located at 1001 B Avenue, Suite 102, Coronado, California 92118. The name, principal business address, and telephone number of each Franchise Seller offering the Franchise ~~are: James Rowe and~~is: Mandy Rowe, 1001 B Avenue, Suite 102, Coronado, California 92118 / (619) 365-4268.

Issuance Date: ~~September 5, 2022~~January 11, 2024.

True REST Franchising, LLC authorizes the agents listed in Exhibit B to receive service of process for it. I have received a disclosure document dated ~~September 5, 2022~~January 11, 2024, that included the following Exhibits:

A. FRANCHISE AGREEMENT AND EXHIBITS
B. LIST OF STATE AGENTS FOR SERVICE OF PROCESS AND STATE ADMINISTRATORS
C. FINANCIAL STATEMENTS
~~D. STATEMENT OF PROSPECTIVE FRANCHISEE~~
D. ~~E.~~ TABLE OF CONTENTS OF THE OPERATIONS MANUAL
E. ~~F.~~ GENERAL RELEASE OF ALL CLAIMS
F. ~~G.~~ STATE-SPECIFIC ADDENDA
G. ~~H.~~ LIST OF FRANCHISEES AND THEIR OUTLETS
H. ~~I.~~ LIST OF FRANCHISEES WHO CEASED TO DO BUSINESS UNDER THE FRANCHISE AGREEMENT
I. ~~J.~~ MULTI-UNIT DEVELOPMENT AGREEMENT
J. ~~K.~~ STATE EFFECTIVE DATES
K. ~~L.~~ RECEIPTS

_____ _____

(Print ~~Your~~ Name~~:~~ _____ ~~Your~~) (Signature~~:~~ _____)_____

Date~~:~~ _____

Keep this copy for your records.

ITEM 23
RECEIPT

This disclosure document summarizes provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

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New York and Oklahoma require that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise agreement, or other agreement, or the payment of any consideration that relates to the franchise relationship.

Michigan, Oregon and Wisconsin require that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise agreement, or other agreement, or the payment of any consideration, whichever comes first.

If True REST Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to The Federal Trade Commission, Washington D.C. 20580 and the appropriate State Agency identified on Exhibit B.

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F. ~~G.~~ STATE-SPECIFIC ADDENDA
G. ~~H.~~ LIST OF FRANCHISEES AND THEIR OUTLETS
H. ~~I.~~ LIST OF FRANCHISEES WHO CEASED TO DO BUSINESS UNDER THE FRANCHISE AGREEMENT
I. ~~J.~~ MULTI-UNIT DEVELOPMENT AGREEMENT
J. ~~K.~~ STATE EFFECTIVE DATES
K. ~~L.~~ RECEIPTS

_____ _____
(Print Name) (Signature)

_____
Date

Please sign this copy of the receipt, date your signature, and return it to:
True REST Franchising, LLC located at 1001 B Avenue, Suite 102, Coronado, California 92118.