FRANCHISE DISCLOSURE DOCUMENT

THE NOW FRANCHISE, LLC
A Delaware Company
8149 Santa Monica Boulevard, PMB 298
Los Angeles, California 90046
(310) 788-3445
https://thenowmassage.com/
info@thenowmassage.com

The franchise being offered is to own, establish and operate a massage therapy Boutique (each, a "Boutique") that actively promotes, offers and provides (a) massage therapy sessions that are conducted from a seated or lie-down position by Boutique personnel that are licensed to provide massage services (each, "Massage Therapist"), (b) herbal therapy, crystal healing, and other Boutique-related services we authorize (collectively, the "Approved Services"), and (c) certain Boutique-related products for the home, body or otherwise and any other products we authorize your to sell at retail to your Boutique patrons (the "Approved Products"), all while utilizing the then-current proprietary marks we designate that currently includes THE NOW mark (the "Proprietary Marks") and a system of business operations that we and our principals have developed (the "System"). We also offer qualified parties the right to develop multiple franchised Boutiques.

The total investment necessary to begin operation of a The Now Boutique franchise is $476,459 to $813,109. This includes $134,700 to $140,500 that must be paid to the franchisor or affiliate.

The total investment necessary to begin operation of 3 The Now Boutiques franchises under an area development agreement is $566,459 to $903,109. This includes $134,700 to $140,500 that must be paid to the franchisor or affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Jason Post, c/o The Now Franchise, LLC, 8149 Santa Monica Boulevard PMB 298, Los Angeles, California, 90046 or at (310) 788-3445.

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

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

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

Issuance Date: October 17, 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 Exhibit E.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit F 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 NOW 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 franchise 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 Now Massage franchisee?	Item 20 or Exhibit E lists current and former franchisees. You can contact them to ask about their experience.
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 that 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 A.

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 Area 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 participate in mediation, arbitration, or litigation with us in California than in your home states.

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. Minimum Royalty Payments. You must make minimum royalty payments and advertising contributions regardless of your sales levels. Your inability to make these payments may result in termination of your franchise and loss of your investment.

4. Short Operating History. The franchisor is at an early stage of development and has a limited operating history. The franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

5. Financial Condition. The Franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the Franchisor's ability to provide services and support to you.

6. Unopened Franchises. The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.

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

ItemPage

EXHIBITS

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

To simplify the language of this Disclosure Document, "Now Massage, "The Now", "Franchisor," "we," "us," or "our" refers to The Now Franchise, LLC, the franchisor. "Franchisee," "you," or "your" refers to the franchisee who enters into a franchise agreement and, if applicable, development agreement with us. The franchisee may be a person, corporation, partnership, or limited liability company. If the franchisee is a corporation, partnership, limited liability company, or other entity, "you" and "your" includes the principals of the corporation, partnership, limited liability company, or other entity.

Franchisor

We are a Delaware limited liability company formed on May 9, 2019, with a business address at 8149 Santa Monica Boulevard PMB 298, Los Angeles, California 90046. Since July 25, 2019, we have conducted business under our corporate name, as well as our then-current Proprietary Marks, including our current primary mark THE NOW. We have been offering franchises for Boutiques since July 2019.

We grant franchises for the right to independently own and operate franchised Boutiques (each, a "Franchised Business") that promote, feature and provide the Approved Services and Approved Products from a location that we approve in writing (the "Premises") utilizing both our then-current Proprietary Marks and our System described more fully below.

We are not the designated or approved supplier for any products or services that you are required to purchase in connection with your Franchised Business as of the Issue Date of this Disclosure Document, other than the training and other proprietary materials and services we provide and/or loan to you as part of any training we provide to you to fulfill our obligations to you under our franchise agreement. We do reserve the right and may provide certain inventory and other products/services to our System franchisees as described more fully in Item 8.

We have not owned or operated any Boutiques directly, but we reserve the right to do so. We have never offered franchises in any other line of business. Except as provided in this Item, we do not and have not engaged in any business activities or any other line of business other than as described in this Disclosure Document. Our agents for service of process are listed in Exhibit A.

Predecessor(s), Parent(s), and Affiliates

We do not have any predecessors. Our parent is The Now Parent, LLC, a Delaware limited liability company formed on June 17, 2019, with a business address at 8149 Santa Monica Boulevard PMB 298, Los Angeles, California 90046. Our parent (i) has not offered or sold franchises in any line of business, or (ii) is not involved in any other material business activities except as provided in this Disclosure Document.

We have 5 affiliates. Our affiliate, The Now GC, LLC ("The Now GC"), is a Delaware limited liability company formed on June 17, 2019 with a principal place of business at 8149 Santa Monica Boulevard PMB 298, Los Angeles, California 90046. This affiliate serves as our designated or approved supplier for certain inventory such as gift card purchases and other items you will need to acquire and (a) make available for retail sale, or (b) otherwise utilize in connection with the establishment and operation of your Franchised Business, as disclosed more fully in Item 8 of this Disclosure Document. This affiliate has not offered or awarded franchises in any line of business and, except as described in this Item, is not involved in any other business activities.

Our affiliate, The Now PC, LLC ("The Now PC"), is a Delaware limited liability company formed on June 17, 2019 with a principal place of business at 8149 Santa Monica Boulevard PMB 298, Los Angeles, California 90046. This affiliate serves as our designated or approved supplier for certain inventory such as branded and other retail inventory and other items you will need to (a) make available for retail sale, or (b) otherwise utilize in connection with the establishment and operation of your Franchised Business, as disclosed more fully in Item 8 of this Disclosure Document. This affiliate has not offered or awarded franchises in any line of business and, except as described in this Item, is not involved in any other business activities.

Our affiliate, TheNow, LLC ("TM Licensor"), is a California limited liability company formed on January 20, 2015, with a business address at 8149 Santa Monica Boulevard PMB 298, Los Angeles, California 90046. TheNow, LLC is the owner of the Proprietary Marks and owns and operates 4 affiliate-owned Boutiques. This affiliate has not offered or awarded franchises in any line of business and, except as described in this Item, is not involved in any other business activities. As of June 30, 2022, this affiliate owns the following Boutiques: 3329 Sunset Blvd, Los Angeles, California 90026, which opened in January 2017; 7611 Beverly Blvd, Los Angeles, California 90036, which opened in November 2015; 12019 Ventura Blvd, Studio City, California 91604, which opened in April 2017; and 2407 Main St, Santa Monica, California 90405, which opened in April 2016.

Our affiliate, Park West Financial, Inc. ("PWF"), is a Delaware corporation formed on April 24, 2014, with a business address at 8149 Santa Monica Boulevard PMB 298, Los Angeles, California 90046. PWF is a private money lender and is an approved lender that may, at its discretion, provide financing to qualified franchisees for the construction costs for a Franchised Boutique. This affiliate has not offered or awarded franchises in any line of business and, except as described in this Item, is not involved in any other business activities.

Our affiliate, BoBark Franchising LLC, a Delaware limited liability company ("BoBark"), was organized on December 5, 2022. BoBark offers franchises for stores ("BoBark Stores") which offer customized dog "we wash" and "you wash" grooming and related services and certain related dog grooming products and supplies under the trade name "Bowie Barker." BoBark has been offering franchises for BoBark Stores since May 2023. As of June 30, 2024, there was 1 company-owned BoBark Store, and no franchised BoBark Stores. The principal business address for BoBark is 8149 Santa Monica Boulevard PMB 298, Los Angeles, California 90046.

Neither our parent nor any of the affiliates we are required to disclose in this Item 1 above have directly owned or operated a business that operates in a substantially similar manner to the Franchised Business being offered in this Disclosure Document, other than the affiliate-owned boutiques described above.

Description of the Franchised Business

Your Franchised Business will have the right to offer and provide the Approved Services and Approved Products (collectively, the "Approved Products and Services"), including (a) table and seated massages, (b) herbal therapy, crystal healing, and other Boutique services we authorize, and (c) merchandise and other health and beauty products that we authorize, only from your Premises of your Boutique. Your Franchised Business will have a license to utilize the Proprietary Marks and System we designate from time to time and determine to license under the franchise agreement you enter into with us. We expect and intend that our

Franchised Businesses will provide the majority of the Approved Services via an ongoing membership model with its clientele (each, a “client” or “customer”).

Each System franchisee must ensure that (a) all massage-related services are provided by a licensed Massage Therapist, (b) all other Approved Services are provided by Boutique personnel that have the appropriate licensing or other approval to provide such services under the applicable laws where the Franchised Business is located, and (c) that the Franchisee has appointed one (1) individual to serve as the “Lead Therapist” that will help ensure all Massage Therapist personnel at the Boutique have been provided with the appropriate training associated with providing the Approved Services in accordance with our then-current System standards and brand specifications. Our standard franchise offering assumes that any Massage Therapist you engage will already have all appropriate licensing required by the laws where your franchised Boutique is located prior to being engaged by your Franchised Business.

Our current form of franchise agreement (the “Franchise Agreement”) is attached to this Disclosure Document as Exhibit B, and you must enter into our then-current form of franchise agreement for each Franchised Business we grant you the right to operate.

Our System is comprised of various proprietary and, in some cases, distinguishing elements such as: proprietary methodology and procedures for the establishment and operating procedures of the Franchised Business; instructions and System standards regarding the methodology used in providing certain of the Approved Services, as well as offering and selling certain Approved Products; existing relationships with suppliers of certain of the Approved Products, as well as various items and services you will need to purchase and/or utilize in connection with the establishment and/or ongoing operation of your Franchised Business; proprietary pre-opening and, as we determine appropriate, ongoing training; site selection guidelines and criteria, as applicable, for the Franchised Business; standards and specifications for the design, layout and construction of the interior and exterior of a typical Boutique; standards and specifications associated with trade dress and décor of a typical Boutique; standards and specifications for the furniture, fixtures and/or equipment located within the Franchised Business; established relationships with approved or designated suppliers (“Approved Suppliers”) for certain inventory and other supplies/ingredients necessary to provide the Approved Services; and standards and specifications for advertising, bookkeeping, sales and other aspects of operating a Franchised Business. We may change, improve, further develop, or otherwise modify the System from time to time, as we deem appropriate in our discretion.

Once you have entered into a Franchise Agreement with us for your Franchised Business, we will typically designate a site selection area on your data sheet of the agreement (the “Data Sheet”) wherein you must secure a site we approve for your Franchised Business and to serve as your Premises (the “Site Selection Area”). You will not be permitted to operate your Franchised Business at any location other than your Premises, which will be identified on your data sheet once determined.

After we have determined your Premises, we may assign you a designated territory (“Designated Territory”) as disclosed more fully in Item 12 of this Disclosure Document.

Multi-Unit Offering

We also offer qualified individuals and entities the right to open and operate multiple Franchised Businesses within a designated geographical area (the “Development Area”) under our current form of area development agreement that is attached to this Disclosure Document as Exhibit C (the “Development

Agreement"), which will also outline a schedule or defined period of time in which you must open and commence operating each Franchised Business (a "Development Schedule").

You will typically be required to sign a Franchise Agreement for your initial Franchised Business at the same time you sign your Development Agreement. In addition, you will eventually need to sign our then- current form of franchise agreement for each of the Franchised Businesses you open under the Development Schedule, which may differ from the current franchise agreement included with this Franchise Disclosure Document.
You will be required to pay us a one-time development fee that will be calculated based on the number of Franchised Businesses we grant you the right to open under the Development Agreement (the "Development Fee"), but you will not be required to pay us an initial franchise fee at the time you execute your franchise agreements for each Franchised Business we permit you to open under your Development Agreement.

Market and Competition

Your Franchised Business will offer the Approved Products that we authorize to the general public. The sale and provision of the Approved Services and/or Approved Products is not likely seasonal in nature. Your Franchised Business will primarily compete with other Boutiques and massage businesses and other businesses that offer similar services and products to certain or all of the Approved Services and Approved Products.

As a general matter, the massage industry is mature and highly competitive. You will compete with a range of massage businesses in the U.S. that may offer a similar range of products and services as your Franchised Business, as well as other franchise concepts that are similar to the Franchised Business.

Industry Specific Laws and Regulations

Your Franchised Business will also be subject to specific federal, state and local laws and regulations that relate to the particular nature of the massage business, such as the handling, storage and disposal of hazardous chemicals, esthetician and/or cosmetology licenses and certifications.

The United States enacted the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (the "USA Patriot Act"). We are required to comply with the USA Patriot Act. To help us comply with the USA Patriot Act, we ask you in the Franchise Agreement to confirm for us that neither you nor your directors, officers, shareholders, partners, members, employees, or agents are suspected terrorists or persons associated with suspected terrorists or are under investigation by the U.S. government for criminal activity.

ITEM 2
BUSINESS EXPERIENCE

Jason Post, Chief Executive Officer

Mr. Post is currently our Chief Executive Officer and has held that position since March 2020 in Los Angeles, California. Prior to that time, Mr. Post served as our President from our inception through February 2020. Mr. Post is the originator of the franchised concept and has actively been involved in all aspects of the development of our System since its inception. Mr. Post has also served as President and co-owner (with his wife, via their family trust) of the Post Real Estate Group, Inc., also located in Los Angeles, California, since 2007

Jeffrey Platt, President

Mr. Platt has served as our President since June 2021. From October 2020 to May 2021, Mr. Platt was not employed. From 2006 to October 2020, Mr. Platt was President of Sky Zone Franchise Group, LLC in Los Angeles, California.

Gara Post, Chief Creative Officer

Ms. Post has served as our Chief Creative Officer since our inception, and has primarily performed these duties in Los Angeles, California. Ms. Post has actively been involved in all aspects of the development of our System since its inception. Ms. Post has also served as co-owner (with her husband, via their family trust) of Post Real Estate Group, Inc., located in Los Angeles, California, since 2007. Ms. Post was the jewelry designer and owner of Gara Danielle, LLC in West Hollywood, California from January 2007 to December 2017.

Glenn Lord, Senior Vice President of Operations

Mr. Lord has served as our Senior Vice President of Operations since August 2023. From November 2021 to July 2023, Mr. Lord served as our Vice President of Operations. From January 2015 to October 2021, Mr. Lord was the Chief Operating Officer for Sky Zone Franchise Group, LLC in Los Angeles, California.

Kendra Spencer, Vice President of Marketing

Ms. Spencer has served as our Vice President of Marketing since October 2022. From May 2021 to October 2022, Ms. Spencer was the Vice President of Franchisee Success & Education and Vice President of Field Marketing for TITLE Boxing Club in Tampa, Florida. From August 2020 to May 2021, Ms. Spencer was the Director of Marketing for New Horizons Computer Learning Centers in Tampa, Florida. From February 2019 to August 2020, Ms. Spencer was the Director of Location Marketing, US Franchise Division for Sky Zone Franchise Group in Tampa, Florida. From December 2017 to February 2019, Ms. Spencer was the Senior Director of Marketing for IRONMAN in Tampa, Florida.

Greg Ferkel, General Counsel

Mr. Ferkel has served as our General Counsel since our inception, and has primarily performed these duties in Los Angeles, California. Mr. Ferkel has also served as General Counsel for the Post Real Estate Group, Inc. since 2013.

Jennifer Murphy, Vice President of Learning and Development

Ms. Murphy has served as our Vice President of Learning and Development since May 2022. From June 2015 to April 2022, Ms. Murphy was the Vice President, Leaning and Development for CircusTrix in Provo, Utah.

Christina Dale, Vice President of Franchise Development and Real Estate

Ms. Dale has served as our Vice President of Franchise Development since August 2023 and as our Vice President of Real Estate since August 2022. From September 2020 to July 2022, Ms. Dale served as our Senior Director of Real Estate. From August 2019 to September 2020, Ms. Dale was a Strategy Consultant for CL3 in Carlsbad, California. From May 2018 to August 2019, Ms. Dale served as Executive Vice President of Real Estate of Xponential Fitness in Irvine, California. Ms. Dale was the Director of Real Estate and Franchise Sales Operations for The UPS Store, Inc. in San Diego, California from September 2016 to April 2018.

Meg Gannon, Vice President of Construction

Ms. Gannon has served as our Vice President of Construction since August 2022. From April 2021 to July 2022, Ms. Gannon served as our Senior Director of Construction. From May 2020 to April 2021, Ms. Gannon worked as a construction consultant for multiple franchise concepts in San Diego, California. From September 2018 to April 2020, Ms. Gannon was the Director of Construction and Design for Qdoba in San Diego, California. From November 2016 to September 2018, Ms. Gannon served as the Director of Construction and Facilities for The Coffee Bean & Tea Leaf in Los Angeles, California.

ITEM 3
LITIGATION

Litigation Not Involving Franchisor:

John R. Ehrman v. Jason Post, et. al., Case No. 19STCV44336, Superior Court of the State of California for the County of Los Angeles (filed December 10, 2019). John Ehrman filed suit against Jason Post, Post Investment Group, LLC, and Post Real Estate Group, Inc. (collectively, "Defendants") alleging breach of an oral partnership, breach of contract, misrepresentation, and breach of fiduciary duty in connection with specific investments and transactions. Defendants strongly deny the allegations filed by plaintiff, a former employee of Post Real Estate Group, Inc., who had no involvement whatsoever in The Now, Franchisor, or its parent. On February 3, 2020, Defendants filed a Petition to Compel Arbitration and to Stay Proceedings (the "Petition"). On July 21, 2020, the Court denied the Petition, and Defendants subsequently filed a notice of appeal from the Court's denial of the Petition on an interlocutory basis. On May 28, 2021, the appellate court received the record from the trial court. On February 25, 2022, the Court of Appeal reversed the trial court's denial of the Petition and held that the entire dispute must be arbitrated. The Court of Appeal returned the case to the trial court on April 29, 2022. The trial court issued an order on June 16, 2022, ordering the parties to arbitrate all their disputes and staying the entire case pending completion of the arbitration proceedings. The parties are in arbitration in JAMS. On June 7, 2023, the parties reached a confidential binding agreement to resolve their disputes, and are in the process of negotiating a written long form settlement agreement. All trial court proceedings remain stayed and all arbitration dates have been taken off calendar. The arbitration proceeding remains open pending the finalization of the written long-form settlement agreement. Neither The Now, LLC, Franchisor, nor its parent, is a party to the litigation.

Other than this action, no litigation is required to be disclosed in this disclosure document.

ITEM 4
BANKRUPTCY

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

ITEM 5
INITIAL FEES

Franchise Agreement

Initial Franchise Fee

You must pay us an initial franchise fee amounting to $60,000 (the "Initial Franchise Fee") in a lump sum at the time you enter into your Franchise Agreement with us, which is deemed fully earned when paid and is non-refundable upon payment.

Other Pre-Opening Fees in Connection with a Franchised Business

In addition to the Initial Franchise Fee, the following amounts are due at the time you execute your Franchise Agreement, unless we agree otherwise in writing. These amounts will be deemed fully earned and non-refundable upon payment.

Fee or Payment	Amount
The fee we charge in connection with the provision of the on-site assistance and training our training personnel provides at your franchised Boutique prior to and/or around the time of the contemplated soft opening of your Franchised Business (the "Initial Training Fee").	$15,000
The project management fee we charge as consideration for the pre-opening real estate, construction management and general project management activities in connection with the establishment and opening of the Franchised Business (the "Project Management Fee").	$15,000 - $18,000
The cost for the package of computer hardware and initial software setup associated with the designated computer system components we designate (collectively, the "Business Management System").	$18,000 - $20,000
The amount to cover the initial marketing kit which includes promotional materials and other items (the "Initial Marketing Kit").	$5,450 - $6,250
We collect this amount to cover your digital marketing requirement (the "Digital Marketing Requirement").	Three (3) monthly payments of $5,833.33/month for a total of $17,500
The cost for certain initial technology services.	$3,750

Development Agreement: Development Fee

If we award you the right to develop two (2) or more Franchised Businesses within a given Development Area, you must pay us a one-time Development Fee upon execution of your Development Agreement. Your Development Fee will depend on the number of Franchised Businesses we grant you the right to open within the Development Area, and is calculated as follows: (i) $110,000 for the right to open two Franchised Businesses; (ii) $50,000 per Franchised Business if you agree to open and operate between three and five Franchised Business; (iii) $45,000 per Franchised Business if you agree to open and operate six or more Franchised Businesses. If you are an existing franchisee that signed a Franchise Agreement before October 14, 2022, and you enter into a Development Agreement with us to develop additional Boutiques, then your Development Fee will be calculated as follows: (i) $100,000 for the right to open two additional Franchised Businesses; (ii) $45,000 per Franchised Business if you agree to open and operate between three and five additional Franchised Business; (iii) $40,000 per Franchised Business if you agree to open and operate between six and nine additional Franchised Businesses; and (iv) $35,000 per Franchised Business if you agree to open and operate 10 or more additional Franchised Businesses.

You will be required to enter into our then-current form of franchise agreement for each Franchised Business you wish to open under your Development Agreement, but you will not be required to pay any additional Initial Franchise Fee at the time you execute each of these franchise agreements. If you enter into a Development Agreement, you must execute our current form of Franchise Agreement for the first initial Boutique we grant you the right to open within your Development Area concurrently with the Development Agreement.

Your Development Fee will be deemed fully earned upon payment, and is not refundable under any circumstances.

Referral Fees

Currently, we pay a referral fee in the amount of $5,000 to existing franchisees who provide us with prospective franchisee leads that purchase a new Franchised Business. This referral program is administered by us in our sole discretion and may be changed or discontinued by us at any time. The referral fee is subject to change at any time. Franchisees who are eligible to participate in this referral program and who may provide us with prospective franchisees leads are not acting as our agent, do not speak for us and are not involved in the franchise sales process. As an existing franchisee, they are simply passing along to us the name of someone they know who might be interested in acquiring a new franchise. Please note, however, that franchisees who receive financial incentives to refer franchise prospects to us may be required to register as franchise brokers under the laws of Washington State.

Other Relevant Disclosures

Except as provided above in this Item, we expect and intend to impose the fees above uniformly on our new System franchisees. During our fiscal year ended June 30, 2024, we collected Initial Franchise Fees ranging from $40,000 to $60,000.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ITEM 6
OTHER FEES

Name of Fee	Amount	Due Date	Remarks
Royalty Fee	An amount equal to the greater of (a) 6% of the Gross Sales of your Franchised Business, or (b) a minimum of $2,500 per month (collectively, the "Royalty" or "Royalty Fee").	Daily based on the Gross Sales generated and collected each day the Franchised Business is open.	Your Royalty Fee will begin once your Franchised Business opens. We may require you to pay your Royalty Fee and other reoccurring amounts via electronic funds transfer ("EFT"). See Notes 1, 2 3, and 4 including definition for "Gross Sales" and our current System practices and policies for Royalty and other recurring fee collection through our Approved Supplier for the designated provider for payment processing and the Business Management System generally (described more fully below in this Disclosure Document). We will waive your minimum Royalty during the 12-month period following the earlier of (a) the date your actually open your Franchised Business, and (b) the date you are required to open your Franchised Business under your Franchise Agreement or, if applicable, Development Agreement. If we have not collected Royalties as of the end of a given month of operations amounting to at least the minimum Royalty, then we have the right to collect a shortfall payment from your designated EFT account amounting to (a) $2,500, less (b) the Royalties you actually paid to us in that month of operations (the "Shortfall Payment").
Fund Contribution	You must contribute 2% of the Gross Sales of your Franchised Business to the Fund.	Payable weekly at the same time and in the same manner as the Royalty.	We have established and administer a brand development Fund to promote and otherwise develop the System, Marks and brand generally.
Technology Fee	Our then-current technology fee. Currently ranges between $925 to $1,500 per month.	Payable monthly in the same manner as the Royalty.	We reserve the right to collect a Technology Fee in connection with technology products or services we determine to (a) associate or utilize in connection with the System, and (b) use

Name of Fee	Amount	Due Date	Remarks
			the Technology Fee to cover all or certain portion of the corresponding costs. As of the Issue Date, the Technology Fee covers the ongoing licensing/subscription associated with the Business Management System and associated software. If we increase or otherwise modify the Technology Fee, we will provide you with 30 days' prior written notice.
Local Marketing Requirement	Minimum of 5% of the Gross Sales of your Franchised Business per month, of which a minimum of $1,500 per month must be spent on digital marketing.	As agreed.	Your Local Marketing Requirement is the minimum amount you must expend on the promotion, marketing and advertising of your franchised Boutique within your Designated Territory. As of the Issue Date, we expect that these funds will be paid to supplier we designate or that you propose and we approve (each, an "Approved Supplier"), but we may: (i) designate our affiliate or ourselves as an Approved Supplier for certain of the materials/services you will be required to expend all or some portion of your Local Marketing Requirement funds on; and (ii) upon written notice, require you to provide us with copies of all invoices and other documentation necessary to demonstrate you are expending the Local Marketing Requirement each month in accordance with our then-current System directives. A minimum of $1,500 your monthly Local Marketing Requirement is paid to our Approved Supplier (currently us) to provide digital marketing management and placement services as we determine appropriate and in accordance with our then-current System practices, standards and specifications.

Name of Fee	Amount	Due Date	Remarks
Training Fee	Our then-current training fee for the kind of training being provided (the "Training Fee"). Currently, our Training Fees amounts to $500/day per trainer in connection with any training for which we reserve the right to charge a fee.	Prior to trainers being sent and/or providing training.	You will be required to ensure the Massage Therapists providing Approved Services at your franchised Boutique have each completed the appropriate portion(s) of our initial training program to providing any massage-related services or other Approved Services at your Franchised Business. We reserve the right to charge our general Training Fee in connection with (a) re- training or replacement training with regards to the portions of the initial training that are designed for your owner and/or Designated Manager, (b) any training we require you to complete to cure a default under your Franchise Agreement with us ("Remedial Training"), (c) additional training you request we provide (other than the kind of day-to-day assistance described below), or (d) training we provide on-site at your Franchised Business. We will not charge any training fee in connection with minor, day-to-day assistance that we provide remotely over the phone or via email, subject to our availability. In addition to our then-current Training Fee, you will always be responsible for the costs and expenses that are incurred in connection with you and your personnel attending training.
Certain Ongoing Inventory Purchases	Will vary based on demand and sales generated by your Franchised Business.	As invoiced.	Certain proprietary or branded lines of products must be purchased from our Approved Supplier, which will be us or one of our affiliates. As of the Issue Date, we or our affiliate will be an Approved Supplier for certain massage suppliers, guest-related supplies and products, as well as retail items we authorize you to offer

Name of Fee	Amount	Due Date	Remarks
			and sell from or at your franchised Boutique.
Merchant Processing Fee	Then-current amount charged by our Approved Supplier. Currently, approximately 2.6% of the transaction amount.	On each transaction.	Currently, this is an amount that is paid to our Approved Supplier to provide merchant processing services.
Annual Conference Registration Fee	Our then-current registration fee that we charge in connection with any annual conference we determine to conduct. Currently, we expect our conference registration fee to be $1,000 to $2,000.	As incurred.	We may schedule and hold an annual conference, as we deem advisable in our sole discretion, and require that you attend such conference. If you do not attend the Annual Conference, we reserve the right to charge you a non- attendance fee amounting to the then-current registration fee. You will be responsible for the costs and expenses you incur in connection with any annual conference/ convention (lodging, travel, meals, etc.), and we reserve the right to charge you our then-current registration fee.
Transfer Fee (Franchise Agreement and Development Agreement)	$10,000 per developed or undeveloped franchise (subject to state law).	Payable prior to obtaining our consent to your proposed transfer.	There are other conditions that you and the proposed transferee must meet in order for us to approve any proposed transfer/assignment. Additionally, Transferee must pay the then- current tuition training fee in connection their initial training, currently $1,000 (the "Tuition Training Fee"), and, if applicable, the Developer must pay any referral fees or commissions in connection with the transfer, subject to state law.
Renewal Fee	$10,000.	Payable prior to us approving your renewal request.	There are other conditions that you must meet in order for us to grant your request to renew your franchise.
Relocation Fee	$1,000, plus the costs and expenses we incur in connection with evaluating and, if applicable, approving your relocation request.	As arranged.	We will evaluate any proposed relocation of your Premises as discussed more fully in Item 12 of this Disclosure Document.

Name of Fee	Amount	Due Date	Remarks
Advertising Cooperative Fee	If such a Cooperative is established and involve your Franchised Business, then your contribution to such a Cooperative will not exceed your then-current Local Marketing Requirement.	As arranged.	Payable to us if we assign your Franchised Business to an Advertising Cooperative. Any payments made towards or in connection with an Advertising Cooperative we establish and/or approve will be credited against your Local Marketing Requirement. If there is an affiliate-owned Boutique in your Cooperative, then our Affiliate will be able to vote on all matters that you and the other Cooperative members have the right to vote on.
Audit Fees	Actual cost of Audit.	Within 30 days of receiving invoice.	Payable if audit reveals that you have underreported the Gross Sales of your Franchised Business by 2% or more for any designated reporting period. See Note 5.
New Product or Supplier Testing	The actual costs we incur in connection with the evaluation/testing procedure, not to exceed $500 per request.	As incurred.	If you propose an alternate supplier or product/service that we have not already authorized for use in connection with your Franchised Business, we may require that you reimburse us (or cover in advance) the actual costs we incur in connection with evaluating your proposal. Please see Item 8 of this Disclosure Document for additional information.
Violation in Connection with Mystery or "Secret" Shopper Program and/or other Quality Control or Quality Assurance Program	Then-current fee charged by our Approved Supplier for such program services. Currently, we reserve the right to be reimbursed the $150 to $200 incurred if you fail a "mystery shop" inspection, as well as the reinspection costs of $150 to $200.	As incurred.	If we establish a mystery shopper or "secret shopper" to (a) assess customer satisfaction with the Franchised Business based on surveys and/or on-site visits that we or our designee conduct, and (b) determine whether the products/services utilized and offered/provided by you and/or other System franchisees meet all of you then-current quality control requirements, you will be responsible for the third-party costs of conducting such surveys or quality assurances in connection with your Franchised Business if such a program reveals a deficiency in operations.

Name of Fee	Amount	Due Date	Remarks
Interest	The greater of (a) 1.5% per month (18% per year), or (b) highest commercial contract interest rate applicable laws permit.	Upon demand.	Payable on all delinquent payments. In California, the highest permitted interest rate is 10% per annum. See Note 6.
Collection Charges	Varies.	Upon demand.	You must pay all collection charges associated with our efforts in collecting any amounts owed to you or us under the Franchise Agreement.
Attorneys' Fees and Costs	Will vary according to circumstance.	Upon demand.	You must reimburse us for our attorneys' fees and any court costs that we incur in connection with attempting to (or actually) enforcing or protecting our rights under your Franchise and/or Development Agreement.
Fees on Default and Indemnity	Attorneys' fees, costs, interest, audit costs, default fees.	Upon demand.	Payable in addition to other payments to us.
Indemnification	Will vary according to circumstance.	Upon demand.	You must reimburse us for our attorneys' fees and other costs that we incur in connection with any third-party claims brought against us that arise out of, or are related to, the operation of your Franchised Business.
Insurance	Actual costs and expenses.	Upon demand.	If you fail to obtain required insurance, we may obtain such insurance at your expense (but are not required to do so). Otherwise, these payments are made directly to you third-party insurance provider.
Non-Sufficient Fund (NSF) or Dishonored Check Charge	$100.	Upon demand.	Payable if a check you provide to us is returned or dishonored by the bank, or if your EFT Account does not have sufficient funds to cover amounts you owe under the Franchise Agreement as they become due and owing to us. This provision is subject to any state-specific laws regarding NSF-related fees.
Late Reporting Fee	We reserve the right to charge you $200 per delinquent report.	As incurred and invoiced.	In the event you fail to send us any required reports on time, we may charge you this fee in addition to any other remedies we might have.

Name of Fee	Amount	Due Date	Remarks
Non-Development Fee (Development Agreement only)	$2,500 per month (30-day period) you are in default of your Development Schedule for a given Boutique (the "Non-Development Fee").	As incurred and invoiced.	We reserve the right to charge you this fee if you are in default of your development obligations under your Development Agreement, in addition to any other rights or remedies we have under that agreement.
Management Fee	Up to 8% of the Gross Sales of your Franchised Business or a minimum of $2,500 per month, whichever is greater, during the period of time we or our representative manages your Franchised Business on your behalf (the "Management Fee"), plus the costs and expenses we incur.	As incurred.	The Management Fee will only be due to us if (a) you are in material default under your Franchise Agreement or become disable (and unable to perform as the "Franchisee" under your Franchise Agreement), and (b) we exercise our right to temporarily operate your Franchised Business in an effort to assist in getting the operations of the Franchised Business back into compliance with the Franchise Agreement and System standards.
Public or Private Offerings Review Fee (Development Agreement only)	$3,500 for the costs to review the information.	As incurred and invoiced.	You acknowledge that the written information used to raise or secure funds can reflect upon us. You agree to submit any written information intended to be used for that purpose to us before its inclusion in any registration statement, prospectus or similar offering circular or memorandum. This requirement applies under the conditions of section 16(G) of the Development Agreement.
De-identification Fee	Actual costs and expenses.	As incurred and invoiced.	Upon the expiration or termination of the Franchise Agreement, you shall immediately cease to use the Proprietary Marks and any other marks and indicia of operation associated with the System; and remove all trade dress, physical characteristics, color combinations, and other indications of operation under the System from the Premises. You agree that we may enter upon the Premises at any time to make such changes at your sole risk and expense and without liability for trespass.
On-Site Evaluation Fee	Actual costs and expenses.	As incurred and invoiced.	You must reimburse us for reasonable expenses we incur for any additional on-site evaluations under the Development Agreement, including, but not limited to, the cost of travel,

Name of Fee	Amount	Due Date	Remarks
			lodging, meals and wages of our representatives and employees.
Employment Verification System Fee	Currently $175 to $200 per month.	Payable monthly in the same manner as the Royalty.	You must engage our Approved Supplier of Employment Verification Services for employment verification and other background screening services for your employees. You are required to pay this fee to us annually, which we will remit to our Approved Supplier. This fee may increase each year.

Explanatory Notes

Generally. Except as otherwise stated in this Item, all fees listed in this Item 6 Chart are imposed by, and payable to, us and are uniformly imposed on all of the franchisees in our System. These fees are payable in U.S. dollars and are non-refundable unless otherwise stated in this Item. Unless otherwise stated, the fees outlined in the Chart above apply to the Franchise Agreement only (and not the Development Agreement).

1. Royalty Fee and Other Fees. Your Royalty Fee, as well as any other fees payable to us or our affiliates under the Franchise Agreement, may be collected by us via EFT from the bank account you are required to designate solely for use in connection with your Franchised Business (your "EFT Account"). You must provide us with the details of your EFT Account prior to opening and execute all documents necessary to authorize us to make withdrawals from this account throughout the term of your Franchise Agreement, including our then-current EFT Withdrawal Authorization form that is attached as an Exhibit to our current form of Franchise Agreement. You must provide us with advance written notice of any change to the information related to your EFT Account.

2. Collection Interval. As of the Issue Date, we expect that our Approved Supplier for the payment processing services and POS-related software will collect the Gross Sales of each Franchised Business and deduct the Royalty Fee and other recurring fees owed to us as of that date before remitting the balance of those funds to the EFT Account associated with that Franchised Business.

With that said, we reserve the right to change the interval at which we collect your Royalty Fee, Fund Contribution and other recurring fees payable to us or our affiliates under the Franchise Agreement upon written notice to you. For example, we may collect these recurring fees on a monthly rather than weekly basis. Regardless, you are required to provide us with a weekly Gross Sales report detailing your Gross Sales from the preceding Business Week, along with your calculated Royalty Fee, Fund Contribution (if appropriate) and other information that we reasonably require (the "Gross Sales Report") on Monday of each week. We may also require you to use a Computer System and/or related software that provide us with automatic access to such Gross Sales Reports.

3. Definition of Gross Sales. "Gross Sales" means the total revenue and receipts derived from the operation of your Franchised Business, including, but not limited to, all revenue generated from the sale and provision of massage services, membership fees, fees for optional member services and charges, gift card sales, and revenue derived from sales of other Approved Products and Services at or through your

Franchised Business and all proceeds from any business interruption insurance related to the non-operation of your Franchised Business, whether such revenues are evidenced by cash, check, credit, charge, account, barter or exchange. “Gross Sales” does not include (a) tips received by Massage Therapists and any other personnel at the Franchised Business and not collected by the Franchised Business, (b) any sales tax and equivalent taxes that are collected by Franchisee for or on behalf of any governmental taxing authority and paid thereto, (c) the value of any allowance issued or granted to any client of the Franchised Business that is credited in good faith by Franchisee in full or partial satisfaction of the price of the Approved Products or Approved Services. The definition of “Gross Sales” may also exclude amounts redeemed by a customer that purchases a gift card, other electronic stored value card or gift certificate from the Premises, if and as consistent with our then-current System policies, standards and specifications regarding such cards or certificates (as we may update and modify as it determines appropriate via the Manuals or otherwise in writing).

4. Fund Contributions. We have established a brand development fund designed to market and otherwise develop the brand, Proprietary Marks, System, Boutiques and/or Approved Services (the “Fund”). You will be required to make a Fund Contribution as described more fully above. The Fund may be used for (among other things) product and technology 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 Boutiques; agency and consulting services; research; and any expenses approved by us and associated with your Boutique. We have sole discretion over all matters relating to the Fund. You must pay for your own local advertising. Please note you will also be required to expend minimum amounts on local advertising and promotion of your Boutique as disclosed more fully in Item 11 of this Disclosure Document. Currently, all franchised and corporate Boutiques contribute 2% of their Gross Sales to the Fund.

5. Right to Inspect/Audit. We have the right to inspect your books and other financial information associated with your Franchised Business during the term of the Franchise Agreement. If we conduct an audit and it reveals that you have underreported your Gross Sales by two percent (2%) or more, than we may require you to (a) pay the costs we incur in connection with conducting the audit of your Franchised Business (including any fees paid to auditors and/or attorneys), and/or (b) provide us with annual audited financial statements regarding the operation of your Franchised Business.

6. Interest on Late Payments. Interest begins to accrue on the due date of any payment that has not been timely received or is not paid in full.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

A. Single Franchised Business

Type of Expenditure	Amount (Low)	Amount (High)	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee[1]	$60,000	$60,000	Lump sum	At signing of Franchise Agreement	Us
Initial Training Fee[2]	$15,000	$15,000	Lump sum	Upon signing of Lease	Us
Costs and Expenses Associated with Initial Training[3]	$500	$3,500	As arranged	As incurred	Airlines, Hotels, Boutiques
Lease and Utility Deposits[4]	$0	$13,100	Lump sum	At signing of Lease	Landlord and Utility Companies
Rent[5]	$0	$24,000	As arranged	If not deferred by landlord, then as otherwise agreed in that Lease	Landlord
Project Management Fee[6]	$15,000	$18,000	Lump sum	At signing of Franchise Agreement	Us
Design, Architecture, and Engineering[7]	$11,000	$25,000	As arranged	As incurred	Approved Supplier(s)
Leasehold Improvements[8]	$186,000	$355,000	As arranged	As incurred	Approved Suppliers, architects and contractors
Furniture, Fixtures, and Equipment[9]	$85,000	$120,000	As arranged	As incurred	Approved Supplier(s) and Other Suppliers
Permits and Permit Management[10]	$1,500	$10,000	As arranged	As arranged	Permit Issuing Agencies; Approved Supplier
Signage[11]	$8,000	$16,000	As arranged	As arranged	Approved Suppliers, including Permit Issuing Agency

Type of Expenditure	Amount (Low)	Amount (High)	Method of Payment	When Due	To Whom Payment is to be Made
Initial Marketing Kit[12]	$5,450	$6,250	Lump sum	Upon signing of Lease	Us
Boutique Initial Opening Supplies[13]	$16,759	$16,759	As arranged	As arranged	Approved Supplier(s) and Other Suppliers
Business Management System[14]	$18,000	$20,000	As arranged	As incurred	Us
Insurance - 3 Months[15]	$750	$4,000	As arranged	As arranged	Third-Party Approved Supplier (designated or otherwise authorized)
Technology Services[16]	$3,750	$3,750	Lump sum	Before or upon signing of Lease	Us
Initial Marketing Spend[17]	$2,250	$2,250	As arranged	Upon signing of Lease	Approved Supplier(s), Other Third- Party Suppliers, Personnel
Professional Fees and Business Permits[18]	$5,000	$8,000	Lump sum	Before or upon signing of Lease	Third-Party Professionals
Digital Marketing Requirement – 3 Months[19]	$17,500	$17,500	Lump sum	Upon signing of Lease	Us
Additional Funds - 3 Months[20]	$25,000	$75,000	As arranged	As incurred	Boutique Personnel, Lessor, Suppliers and other Third Parties
TOTAL[21]	$476,459	$813,109			

<u>Explanatory Notes to Charts 7(A) Above:</u>

Generally. Unless negotiated with a third-party, non-affiliated supplier, all payments disclosed in this Item are generally non-refundable. Please note that the estimates above are, in part, based on (a) our experience establishing, operating and franchising Boutiques in California, (b) estimates we have received from our Approved Suppliers and certain other third-party suppliers, and (c) the experience of certain of our business advisors in working with franchise brands that have a business with a similar footprint and/or business concept as the Franchised Business offered in this Disclosure Document.

Our standard franchise offering assumes that a System franchisee will timely open and commence operations of the Franchised Business within the time period set forth in Item 11 of the FDD and open before the "Rent Commencement Date" or comparable date under the terms of the lease agreement.

1. Initial Franchise Fee. The Initial Franchise Fee is payable upon execution of the Franchise Agreement, and this fee is deemed fully earned and is not refundable upon payment.

2. Initial Training Fee. The Initial Training Fee is also payable upon execution of the Franchise Agreement, and this fee is deemed fully earned and is not refundable upon payment. If you are signing a Franchise Agreement for your second or subsequent Boutique, then you will pay the Initial Training Fee approximately 6 weeks after you begin construction of your Boutique.

3. Costs and Expenses Associated with Initial Training. This is our estimated range of costs to cover the travel and living expenses, including airfare, lodging and meals, which you will incur when you and your employees attend the portion of our Initial Training Program that takes place at our corporate headquarters in Los Angeles or other designated training facility we designate that lasts approximately three days (the "Corporate Training"). As described more fully in Item 11, you will also be required to ensure that you, your Designated Manager and/or other initial personnel: (i) complete certain remote initial training (provided via webinar) before you are permitted to attend Corporate Training; and (ii) actively attend, participate in and complete certain on-site training and assistance that we provide over a period of five (5) to seven (7) days prior to opening, as we determine appropriate in our discretion (the "Initial Training").

The cost you incur will vary depending upon factors such as distance traveled, mode of transportation, travel preferences (such as air travel or ground transportation), nature of accommodations, per diem expenses actually incurred, and the number of persons who attend training. This estimate does not include any wages or salary for you or your trainees during training. The low end of this estimate assumes that you will be attending the Corporate Training and that you will not need to purchase a flight to attend, while the high end assumes that a total of two (2) individuals will attend the Corporate Training and will be required to purchase a flight to/from that training in order to attend. This cost does not include salaries or wages owed to employees of your Boutique, which are covered under the "Additional Funds" estimated range.

4. Lease and Utility Deposits. This estimated range is designed to cover the amounts you will expend on (a) the security deposit under your lease for the approved Premises of your Franchised Business, and (b) any deposits paid to third-party utility companies for electricity, gas, water and other standard utilities. The low end assumes no lease security deposit is required, while the high estimate assumes a security deposit amounting to two (2) months' rent.

5. Rent. You will need to rent or acquire a building for your Franchised Business. Rent varies considerably from market to market, and from location to location in each market. The range provided in the Chart above is designed to capture the amounts you might pay in connection with you lease in the first three (3) months you are open and operating your franchised Boutique (i.e., rent payments that are not deferred). As previously disclosed, our standard franchise offering assumes that you will (a) lease an approved Premises that is approximately 1,950 to 3,400 square feet in size (rather than purchasing that location), and (b) timely open and commence operations of your Boutique before the Rent Commencement Date or similar date under your lease.

The low end of the estimated range assumes that you and the landlord of your Premises will agree to abate/defer the initial three to six months of rent due under the lease until the end of the lease term, which is a strategy that (a) increases cash flow at the front end of operations while you are still "ramping up" activities and accumulating memberships, and (b) is consistent with the experience of certain of our affiliate-owned Boutiques and the experience of our business advisors, including without limitation, our Approved

Supplier for real estate and site selection assistance. As such, the low estimate if you agree to such deferred rent payments is $0 over the first three (3) months of operation (other than your security deposit described above). The high end of the estimate assumes that you will pay rent under the lease during the first three (3) months of operation and is based on the experience of our affiliate-owned Boutiques and estimates we have received for a Premises that is typically approximately 1,950 to 3,400 square feet from our Approved Suppliers for real estate and site selection assistance.

You may be able to obtain rent concessions in the form of "Free Rent" from your landlord so that you can focus your resources during the initial months of operating your Boutique on other expenses, but there is no guarantee that your landlord will agree to such an arrangement.

The costs associating with leasing an approved Premises will vary substantially based on various factors, which may include (a) the location of your Boutique, (b) the demographics of the surrounding area, (c) prevailing rent rates in the area, (d) demand for the kind of Boutique comprising the Premises, and (e) your negotiations with the lessor prior to entering into a lease. We strongly recommend that you consult with local business advisors and leasing agents within your contemplated Site Selection Area (or, if applicable, Development Area) before you purchase any corresponding franchise right(s) from us.

6. Project Management Fee. You must use our designated or other Approved Supplier (currently us) for the project management services associated with the construction and buildout of your Franchised Business. Our standard franchise offering assumes that you will use our Approved Supplier so that you can focus more on other pre-opening development of the Franchised Business, including the Pre-Opening Support Program described in this Disclosure Document. You must also pay our Project Management Fee if you relocate your Franchised Business and if you remodel your Franchised Business. If you are signing a Franchise Agreement for your second or subsequent Boutique, then you will pay the Project Management Fee upon signing the Lease for your Boutique.

7. Design, Architecture and Engineering. These ranges are designed to cover the estimated costs associated with engaging our third-party Approved Supplier to provide pre-buildout services, if and as required to meet System standards and specifications, related to the buildout and design of your Boutique. Such services include (a) preparation of the initial design plans and corresponding architectural plans for the design/layout of your Franchised Business, and (b) visits to the contemplated Premises to analyze the Boutique and work with the Approved Supplier of the services discussed in subpart (a) of this Explanatory Note. If you elect to use a supplier or vendor we have not yet approved to provide pre-buildout services, you will pay us a review fee of up to $1,000 when requesting the use of a non-Approved Supplier.

8. Leasehold Improvements. This estimate is based on: (i) the assumption that your Boutique will be operating from a Premises that is approximately 1,950 to 3,400 square feet; (ii) the experience of the Affiliate Boutiques (described in connection with their initial operations) and; and (iii) information we received in good faith from certain of our Approved Suppliers and business advisors. It includes the net cost of leasehold improvements, including a "Beam and Curtain" kit to divide the different areas where massage and other Approved Services are provided to clientele, floor coverings, wall treatments, ceilings, painting, electrical, carpentry, plumbing, HVAC, and similar work, as well as material and the cost of labor. When calculating the low and high end of this range, we accounted for the average tenant improvement allowance afforded to the owners of the Affiliate Boutiques. As of June 30, 2024, the average buildout costs were approximately $179 per square foot and the average boutique received $59 per square foot in tenant improvements. You may or may not receive any tenant improvement contribution from your landlord and your build out costs may be significant higher due to supply chain issues or change orders. If you elect to

use a supplier or vendor we have not yet approved to provide pre-buildout services, you will pay us a review fee of up to $1,000 when requesting the use of a non-Approved Supplier.

If you are able to negotiate a tenant improvement allowance from your landlord, the landlord typically may require you to provide proof that you have paid for the leasehold improvements before reimbursing you the money.

Your actual costs will depend on, among other factors, the Boutique location, the size of the Boutique, the condition of the premises being remodeled, national and local economic factors, increases in the demand for construction services, supply chain shortages, commodity price increases, the local costs of material and labor, and the amount of tenant improvement allowances that you are able to obtain, if any. In certain major metropolitan markets such as Boston, Chicago, New York, Los Angeles, San Francisco, Seattle, and Washington, D.C., costs may be higher due to local market rates for materials and labor.

9. Furniture, Fixtures and Equipment. You will need to purchase furniture and fixtures for the Approved Location that meet our System specifications and certain of the FFE must be purchased from one of our Approved Suppliers (as described more fully in Item 8 of this Disclosure Document below). You may decide to lease the furniture and/or equipment needed rather than purchasing it with a lump sum payment. A variety of factors (such as the condition of the national and regional economy, increases in the demand for construction services, supply chain shortages, commodity price increases, availability of credit, number of suppliers leasing products in your area, the interest rates offered by suppliers, duration of leases offered, security requirements, and your credit history) may affect the availability of leased products, the monthly and overall costs of the leases, and other terms relevant to your decision whether to purchase or lease the furniture and/or equipment. The amounts listed are an estimate and may vary per your location and market.

Examples of items falling within this category typically include massage tables, chairs and other items necessary to buildout the Premises and/or provide the Approved Services. The cost of these items will also depend on the size, layout and design of your Premises. Your fees and expenses may vary.

10. Permits and Permit Management. This estimated range is intended to cover (a) the fees associated with any permits you might need from appropriate authorities in order to conduct any necessary construction in connection with the Premises in order for it to meet System standards and specs for the operation of a Franchised Business, and (b) any third-party consulting fees you might need to pay to you Approved Supplier, or other third-party supplier we approve in writing at your written request, to help evaluate and secure the necessary permitting.

This estimated range costs covers the expense to acquire the required local business licenses and permits. Our estimated costs include building permits, fire inspection, sales tax permit, and retail sales permits. 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.

11. Signage. The cost of signage and graphics may vary from location to location depending on lease requirements, local ordinances and restrictions, location frontage, and related factors. This estimated range is intended to cover the exterior indication of source and, if required by applicable law, approved signage and/or must purchase from you Approved Supplier. We will not approve any other design or format for our System signage, unless a franchisee can demonstrate that a modification is necessary to comply with certain specifications of the shopping center, mall or other venue where the Premises is located and, in such an

event, (a) any modification will need to be approved by us, (b) you will need to advise us of this potential issue when submitting the Premises for our approval, and (c) you pay us a review fee of up to $1,000 when requesting the use of a non-Approved Supplier.

12. Initial Marketing Kit. An initial marketing kit for your Boutique includes all materials you will need to execute pop-up events, to host your Friends & Family event, and to welcome your first 50 members. We are the only Approved Supplier of the Initial Marketing Kit. If you are signing a Franchise Agreement for your second or subsequent Boutique, then you will pay us for your Initial Marketing Kit when you begin construction of your Boutique.

13. Boutique Initial Opening Supplies. This estimate includes the cost of acquiring your initial supply of branded and proprietary retail and backbar items and other Boutique operating supply items from our Approved Suppliers.

14. Business Management System. This estimate includes the cost of acquiring the Boutique Management System from us, as disclosed more fully in Items 5 and 11. You must purchase these components from us and must execute any related software licenses required by designated vendors. If you are signing a Franchise Agreement for your second or subsequent Boutique, then you will pay the Business Management System fee when the building permits for your Boutique are approved.

15. Insurance - 3 Months. This is an estimate of insurance premiums for the initial three (3) months of business operation. Your costs will vary depending on your market, the amount of coverage you select, your insurance carrier, and other factors, including increases in insurance premiums due to economic or other conditions.

16. Technology Services. This estimate is designed to cover the technology service fees you will be required to pay to our Approved Supplier (currently us) for certain technology services that we have currently designated for use in connection with the System and a Franchised Business.

17. Initial Marketing Spend. This range is the estimated amounts that you will typically expend in connection with (a) the initial marketing plan you develop and implement to promote the opening and initial launch of your Boutique, and (b) other amounts you will incur in connection with certain pre-opening sales activities designed to generate clientele. You may be required to expend all or some portion of these funds on marketing materials and/or services that we specify or require you to engage an Approved Supplier to provide.

18. Professional Fees and Business Permits. You are required to obtain all business licenses, permits, certificates or approvals before you start business. Local, municipal, county, and state regulations vary on what licenses and permits are required by you to operate. This item includes an estimate of the cost to incorporate as an entity and an initial consultation with an accountant.

19. Digital Marketing Requirement. We require that you pay us $17,500 to cover your digital marketing for the first three months of your operation. We require you to pay a minimum of $1,500 (the "Digital Marketing Requirement") of your monthly Local Marketing Requirement as consideration for certain digital marketing management and placement services that are provided on an ongoing basis on behalf of your franchised Boutique and the System and brand generally. In the future, we reserve the right to require that the Digital Marketing Requirement funds be paid, in whole or in part, to us or any Approved Supplier we designate. If you are signing a Franchise Agreement for your second or subsequent Boutique,

then you will pay us your initial Digital Marketing Requirement when you begin construction of your Boutique.

20. Additional Funds - 3 months. You will need additional capital to support on-going expenses during the initial three (3) months after you open your Franchised Business. The estimate includes items such as payroll, additional advertising/marketing activities, repairs and maintenance, bank charges, miscellaneous supplies and equipment, state tax, and other miscellaneous items. This range does not include any draw or salary for you. In calculating this estimate, we relied on (a) the experience of our Boutiques using the Proprietary Marks and System in California, (b) estimates we received from our Approved Suppliers and other third-party suppliers, and (c) the experience of our consulting team that has worked with other franchise concepts that have a similar footprint and/or industry concept.

21. Total Estimated Initial Investment. The figures in this table are estimates. We do not offer direct or indirect financing to you for any items. The availability of financing through third-party lenders, if any, will depend on factors such as the lending policies of such financial institutions, the collateral you may have, your creditworthiness, and the general availability of financing. Unless otherwise noted above, all of the expenditures listed in the Item 7 Chart above are non- refundable. It is important to note and explain that you may need to secure an approved Premises for your Franchised Business before you and/or your suppliers are in a position to establish the actual construction, furnishing and other associated with that specific Premises, given such suppliers will need to account for all variables such as size of Premises, leasehold allowances, landlord’s work, and/or building code requirements.

B. Multiple Franchises Under Development Agreement (3-Pack as Example)

YOUR ESTIMATED INITIAL INVESTMENT[1]

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is to be Made
Development Fee[2]	$150,000	Lump Sum	Upon signing of Development Agreement	Us
Initial Investment to Open Initial Franchised Business[3]	$416,459 to 753,109	See Chart 7(A) above in this Item		
TOTAL[4]	$566,459 to $903,109	This is the total estimated initial investment to enter into a Development Agreement for the right to own a total of three (3) Franchised Businesses, as well as the costs to open and commence operating your initial Franchised Business for the first three months (as described more fully in Chart 7(A)).		

Explanatory Notes to Chart 7(B) Above:

1. Generally. All fees and payments are non-refundable, unless otherwise stated or permitted by the payee. This Chart details the estimated initial investment associated with executing a Development Agreement for the right to own and operate three Franchised Businesses, as well as the initial investment to open your first Franchised Business under your Development Schedule.

2. Development Fee. The Development Fee is non-refundable. The Development Fee is described in greater detail in Item 5 of this Disclosure Document, and this Development Fee is for the right to open and

operate a total of three Franchised Businesses (provided you comply with your development obligations under the Development Agreement). Your Development Fee will be calculated as follows: (i) $110,000 for the right to open two Franchised Businesses; (ii) $50,000 per Franchised Business if you agree to open and operate between three and five Franchised Business; (iii) $45,000 per Boutique if you agree to open and operate between six or more Franchised Businesses. If you are an existing franchisee that signed a Franchise Agreement before October 14, 2022, and you enter into a Development Agreement with us to develop additional Boutiques, then your Development Fee will be calculated as follows: (i) $100,000 for the right to open two additional Franchised Businesses; (ii) $45,000 per Franchised Business if you agree to open and operate between three and five additional Franchised Business; (iii) $40,000 per Franchised Business if you agree to open and operate between six and nine additional Franchised Businesses; and (iv) $35,000 per Franchised Business if you agree to open and operate 10 or more additional Franchised Businesses. Chart 7(B) does not include the discount you will receive if you are a current Franchisee and sign a Development Agreement to develop additional Boutiques.

3. Estimated Initial Investment to Open Initial Franchised Business. This figure represents the total estimated initial investment required to open the initial Franchised Business you agreed to open and operate under the Development Agreement. You will be required to enter into our then-current form of franchise agreement for initial Franchised Business you must open within the Development Area at the same time you execute your Development Agreement. The range includes all the items outlined in Chart 7(A) of this Item, except for the Initial Franchise Fee (because you are not required to pay any Initial Franchise Fee for those Franchised Businesses you open under the Development Agreement).

4. Total. This is the Development Fee plus our estimated initial investment to open and commence operating your initial Franchised Business within your Development Area. This range does not include any of the costs you will incur in opening any additional Franchised Business(es) that you are granted the right to open and operate under your Development Agreement.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate all aspects of your Franchised Business in strict conformance with the methods, standards and specifications of our System. Our methods, standards, and specifications will be communicated to you in writing through our confidential Manuals and other proprietary guidelines and writings that we prepare for your use in connection with the Franchised Business and System. We may periodically change our System standards and specifications from time to time, as we deem appropriate or necessary in our sole discretion, which we will notify you of in writing, and you will be solely responsible for costs associated with complying with any modifications to the System.

Approved Products and Services

You may only market, offer, sell and provide the Approved Services and Products at your Franchised Business in a manner that meets our System standards and specifications. We will provide you with a list of our then-current Approved Products and Services, along with their standards and specifications, as part of the Manuals or otherwise in writing prior to the opening of your Franchised Business. We may update or modify this list in writing at any time.

If you wish to offer any product or service in your Franchised Business other than our Approved Products and Services, or use any item in connection with your Franchised Business that does not meet our System standards and specifications, then you must obtain our prior written approval as described more fully in this Item.

Approved Suppliers

We have the right to require you to purchase any items or services necessary to operate your Franchised Business from a supplier that we approve or designate (each, an "Approved Supplier"), which may include us or our Affiliate. We will provide you with a list of our Approved Suppliers in writing as part of the Manuals or otherwise in writing, and we may update or modify this list as we deem appropriate.

Currently, we have Approved Suppliers for the following items: (i) real estate and construction management services; (ii) construction due diligence (unless proposed site does not require such due diligence); (iii) architectural, engineering and design services related to the establishment of your Boutique; (iii) construction permit acquisition and management services (as disclosed in Item 7 under the "Project Management Fee" heading); (iv) construction site visits; (v) signage; (vi) certain furniture, fixtures and equipment that must be used in connection with a Boutique operation; (vii) the ongoing services provided as part of the ongoing Technology Fee; (viii) the Initial Marketing Kit, as well as any branded and proprietary retail and backbar items and/or suppliers, as well as other boutique operating supply items; (ix) Business Management System; (x) initial and ongoing marketing, advertising and promotional materials, including those you must expend in connection with the grand opening and initial launch of your Boutique; (xi) gift card processing services; (xii) accounting/bookkeeping software and any other Required Software; (xiii) music licensing; (xiv) merchant processing; (xv) insurance; and (xvi) employment verification services.

As of June 30, 2024, we or our affiliate(s) are the Approved Supplier for: (i) the Business Management System and services provided as part of ongoing Technology Fee; (ii) the services provided in connection with your Digital Marketing Requirement; (iii) the Initial Marketing Kit and certain ongoing inventory; and (iv) the project management services provided in connection with the Project Management Fee; (v) the training we provide on-site at your franchised Boutique that is covered by the On-Site Training Fee; and (vi) the retail and backbar products both used for services and sold in boutiques. In the future, we reserve the right to designate us or any affiliate/parent of ours as the Approved Supplier for any additional or other item or service that you are required to purchase and/or utilize in connection with your Franchised Business. This includes any proprietary products we develop or have developed for use in your Franchised Business, including private-label products that bear our Proprietary Marks.

If you wish to purchase a product or service that we require you to purchase from an Approved Supplier from an alternate source, then you must obtain our prior written approval as outlined more fully in this Item. We may provide our standards and specifications for our Approved Products and Services directly to our Approved Suppliers, and may provide these standards and specifications to an alternative supplier you propose if: (i) we approve the supplier in writing as outlined more fully in this Item; and (ii) the alternative supplier agrees to sign our prescribed form of non-disclosure agreement with respect to any confidential information we disclose.

As of June 30, 2024, none of our officers own an interest in any Approved Supplier (other than us and our affiliates) from which you must directly purchase or lease in connection with your Franchised Business.

Required Purchases and Right to Derive Revenue

The products or services we require you to purchase or lease from an Approved Supplier, or purchase or lease in accordance with our standards and specifications, are referred to collectively as your "Required Purchases." We estimate that your Required Purchases will account for approximately 90% to 100% of your total costs incurred in establishing your Franchised Business, and approximately 75% to 85% of your ongoing costs to operate the Franchised Business after the initial start-up phase. Please be advised that these percentages do not include your lease payments you make in connection with your Premises.

We reserve the right to derive revenue from any of the purchases (items or services) that our System franchisees are required to make in connection with the Franchised Business.

Non-Approved Product/Service and Alternate Supplier Approval

We may, but are not obligated to, grant your request to: (i) offer any products or services in connection with your Franchised Business that are not Approved Products and Services; or (ii) purchase any item or service we require you to purchase from an Approved Supplier from an alternative supplier.

If you wish to undertake either of these actions, you must request and obtain our approval in writing before:
(i) using or offering the non-approved product or service in connection with your Franchised Business; or
(ii) purchasing from a non-approved supplier.

You must pay our then-current supplier or non-approved product evaluation fee when submitting your request. We do not currently charge any evaluation fee, but reserve the right to do so in the future (in an amount not to exceed $500 per request). We may ask you to submit samples or information so that we can make an informed decision whether the goods, equipment, supplies or supplier meet our specifications and quality standards. In evaluating a supplier that you propose to us, we consider not only the quality of the particular product at issue, but also the supplier's production and delivery capability, overall business reputation and financial condition. We may provide any alternate supplier you propose with a copy of our then-current specifications for any product(s) you wish the supplier to supply, provided the supplier enters into a confidentiality and non-disclosure agreement in the form we specify. We may also inspect a proposed supplier's facilities and test its products, and request that you reimburse our actual costs associated with the testing/inspection.

We will notify you in writing within 120 days after we receive all necessary information and/or complete our inspection or testing to advise you if we approve or disapprove the proposed item and/or supplier. The criteria we use in approving or rejecting new suppliers is proprietary, but we may (but are not required to) make it available to you upon request. Each supplier that we approve of must comply with our usual and customary requirements regarding insurance, indemnification and non-disclosure. If we approve any supplier, we will not guarantee your performance of any supply contract with that supplier under any circumstances. We may re-inspect and/or revoke our approval of a supplier or item at any time and for any reason to protect the best interests and goodwill of our System and Proprietary Marks. The revocation of a previously-approved product or alternative supplier is effective immediately when you receive written notice from us of revocation and, following receipt of our notice, you may not place any new orders for the revoked product, or with the revoked supplier.

Gift Cards and Membership Model Policies

You must offer our gift card program in your Boutique, and you must purchase these cards from our Approved Supplier. You are required to honor any gift cards purchased from your Boutique for payment of services at your Boutique.

Similarly, you must offer and provide the membership programs and services that we authorize as part of your Approved Services. You are also required to honor memberships purchased at a different Boutique location.

We will set forth our then-current System policies and practices regarding the allocation of the funds generated from the sale of memberships that involve more than one (1) Boutique location, in our Manuals or otherwise set forth in writing.

Customer Service Policies

You are required to follow all customer service policies as we identify and modify them from time to time in our Manuals or otherwise in writing. Our then-current System policies regarding refunds and/or the provision of "make up" services may be set forth and/or modified upon written notice.

Purchasing Cooperatives and Right to Receive Compensation

We may, when appropriate, negotiate purchase arrangements, including price terms, with designated and Approved Suppliers on behalf of the System. We may establish strategic alliances or preferred vendor programs with suppliers that are willing to supply some products, equipment, or services to some or all of the Boutiques in our System. If we do establish those types of alliances or programs, we may: (i) limit the number of approved suppliers with whom you may deal; (ii) designate sources that you must use for some or all products, equipment and services; and (iii) refuse to approve proposals from franchisees to add new suppliers if we believe that approval would not be in the best interests of the System.

We and/or our parent, Affiliate or other affiliate(s) may receive payments or other compensation from Approved Suppliers or any other suppliers on account of these suppliers' dealings with us, you, or other Franchised Businesses in the System, such as rebates, commissions or other forms of compensation. We may use any amounts that we receive from suppliers for any purpose that we deem appropriate. We and/or our parent, Affiliate or other affiliate(s) may negotiate supply contracts with our suppliers under which we are able to purchase products, equipment, supplies, services and other items at a price that will benefit us and our franchisees. During the fiscal year ended June 30, 2024, we did not receive rebates from any Approved Suppliers, but may do so in the future.

For the fiscal year ended June 30, 2024, our revenues from franchisees' purchases or leases of required products or services were $2,415,376, or 24% of our total revenues of $10,246,284, based upon our audited statement for that period.

For the fiscal year ended June 30, 2024, The Now PC LLC's revenues from franchisees' purchases or leases of required products or services were $1,827,267 or 97.97% of The Now PC LLC's total revenues of $1,865,105 based upon The Now PC LLC's unaudited statement of operations.

The Now GC LLC did not derive revenue from franchisees' purchases or leases of required products or services for the fiscal year ended June 30, 2024.

We do not currently have any purchasing cooperative(s) with certain suppliers, but we reserve the right to create such purchasing cooperatives in the future.

Franchisee Compliance

When determining whether to grant new or additional franchises, we consider many factors, including your compliance with the requirements described in this Item 8. You do not receive any further benefit as a result of your compliance with these requirements.

Advertising

All advertising and promotional materials and other items we designate must bear the Proprietary Marks in the form, color, location and manner we prescribe. In addition, all your advertising and promotion in any medium must be conducted in a dignified manner and must conform to the standards and requirements we prescribe in the Manuals or otherwise. You must obtain our approval before you use any advertising and promotional materials or plans in connection with your Franchised Business if we have not prepared or approved them during the 12 months prior to the date of your proposed use.

Approved Location and Lease

You must obtain our approval of the Premises for your Franchised Business before you acquire the site. You must also obtain our approval of any contract of sale or lease for the Premises before you execute the contract or lease, and we may condition our approval of any such lease on you and your landlord's execution of our prescribed form of Collateral Assignment of Lease (attached as Exhibit C to our current form of Franchise Agreement). You must also ensure that you comply with all of our System standards and specifications related to the build-out, remodeling and/or construction of your Franchised Business at the Premises.

If we grant you the right to open and operate multiple Franchised Businesses under a Development Agreement, you will typically sign our then-current franchise agreement for each Franchised Business opened under your Development Schedule prior to or at the time you secure a Premises for that Franchised Business.

Insurance

You must purchase and maintain the types and amounts of insurance that we designate in our Manuals or otherwise in writing, including: (i) a general liability policy with (a) $1,000,000 per occurrence, (b) $2,000,000 in the aggregate, (c) products completed operations of $2,000,000 per occurrence, (d) personal and advertising injury in the amount of $1,000,000 per occurrence, fire damage at the legal limit but at least $500,000 per occurrence, and (e) medical expense in the amount of $5,000 per occurrence; (ii) professional liability in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate; (iii) property insurance including (a) business personal property in the amount of the value of the personal property, (b) tenant improvements and betterments in the amount of the tenant improvements, and (c) business income coverage in the amount of 50% of the annual gross revenue; (iv) workers compensation insurance as required by local law; and (v) any other coverage that we periodically require. We do have and you must use our Approved

Supplier for insurance and furnish us with certificates of insurance (or, at our request, copies of all insurance policies), evidencing the existence and continuation of the insurance coverage required by the Franchise Agreement. All policies must contain a waiver of subrogation in our favor, and must name us and any additional parties we designate as additional insureds (except with regards to workers' compensation insurance).

Computer Hardware and Software

You must purchase any and all computer hardware, software and peripherals in accordance with our System standards and specifications. We may require you to purchase any of these items from one of our Approved Suppliers. Your Premises must have Internet Wi-Fi access that your customers can access. We may require you to purchase any of these items from one of our Approved Suppliers, and we currently have an Approved Supplier in connection with the software you must use at your Franchised Business (and maintenance/support associated with this software).

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 Franchise Agreement	Section in Development Agreement	Disclosure Document Item
a.	Site selection and acquisition/lease	Articles 2, Sections 5.F., and 6.A.-6.I.	Section 8	Item 11, 12
b.	Pre-opening purchases/leases	Sections 4.A.2., 5.G. 5.K. 9.C. and 9.J., and Article 6	Section 8	Items 7, 8, 11, 12
c.	Site development and other pre-opening requirements	Sections 2.B.-2.F., and Articles 5 and 6	Section 3	Items 6, 7, 11
d.	Initial and ongoing training	Sections 5.A-5.C. and 6.N.-6.O.	Section 3	Item 11
e.	Opening	Sections 5.F., 5.P. and Article 6	Section 3, Exhibit B	Item 11
f.	Fees	Sections 3.B.4., 13.E. and Articles 4, 9, and 17	Section 9	Items 5, 6, 7, 11, 12
g.	Compliance with standards and policies/Confidential Operations Manual	Sections 5 and 6 and Article 8	Section 3	Items 6, 11
h.	Trademarks and proprietary information	Article 7	Section 13	Items 13, 14
i.	Restrictions on products/services offered	Sections 5.K., 6.F-6.K. and 6.S.	Not Applicable	Items 8, 11, 16
j.	Warranty and customer service requirements	Section 6.T.	Not Applicable	Not Applicable

	Obligation	Section in Franchise Agreement	Section in Development Agreement	Disclosure Document Item
k.	Territorial development and sales quotas	Sections 2.B.-2.F.	Section 1, 3, and Exhibit B	Item 12
l.	Ongoing product/service purchases	Sections 5.K., 6.H. and 6.J.	Not Applicable	Items 8, 16
m.	Maintenance, appearance and remodeling requirements	Section 3.B.7., 6.C., 6.H. and 8.K.	Not Applicable	Items 8, 11
n.	Insurance	Article 11	Not Applicable	Items 6, 7, 11
o.	Advertising	Sections 4.A.4.-4.A.5., 5.G., 5.I., 5.M., 6.M., and Article 9	Not Applicable	Items 6, 11
p.	Indemnification	Sections 6.N., 11.C.	Not Applicable	Item 9
q.	Owner's participation/ management/staffing	Sections 6.T., 6.V. and 8.B.	Section 7	Item 15
r.	Records and reports	Sections 4.C., 6.R., 6.U. and Article 10	Not Applicable	Items 6, 9, 21
s.	Inspections	Section 5.L., 6.A.4. and 6.U. and Article 10	Not Applicable	Items 6, 11, 21
t.	Transfer	Article 13	Section 16	Item 17
u.	Renewal	Section 3.B.	Not Applicable	Item 17
v.	Post-termination obligations	Sections 6.H., 6.I., and 14.B. and Article 16	Sections 14, 15	Item 17
w.	Non-competition covenants	Article 14	Section 11, 21, 22	Items 15, 17
x.	Dispute resolution	Articles 19 and 21	Sections 21, 22	Item 17
y.	Personal guaranty	Exhibit B to the Franchise Agreement	Attachment	Items 15, 17

ITEM 10
FINANCING

Our affiliate, Park West Financial, Inc. ("PWF"), may, at its discretion, offer financing to qualified franchisees for the construction costs for a Franchised Boutique. Offers of financing are made to franchisees in PWF's sole discretion on a case-by-case basis, based upon your credit worthiness and other factors taken into account by PWF.

Typical loans will be between $250,000 and $600,000. The loan will be payable (i) interest only on the initial disbursement of the loan for the period from the initial funding date through the last day of the calendar month of the initial disbursement; and (ii) principal and interest payments commencing on the date which is 12 months following the initial funding date, and on the first day of each calendar month thereafter through the maturity date, with principal payments equal to the amount of the unpaid principal amount of the loan divided by 48, amortized over the remaining term of the Loan. The loan must be repaid in full 60 months after the initial funding date. Interest on the loan will be at a fixed rate as determined by PWF. The form of Promissory Note that PWF will use for these loans is attached to this disclosure document as Exhibit J. Repayment of the Promissory Note will be secured by all of the assets of your Franchised Boutique under a Commercial Security Agreement in the form attached to this disclosure document as Exhibit K. PWF will file a UCC-1 financing statement to perfect its security interest with applicable governmental authorities in the state where the Premises are located. If you are a partnership, limited liability company, corporation or other business entity, all of your partners, members or shareholders must personally guarantee payment of the Promissory Note. The form of Recourse Guaranty that your partners, members and shareholders must sign is attached to this disclosure document as Exhibit L. PWF reserves the right to change the terms offered to borrowers at any time.

You may prepay the Promissory Note in full, but not in part, at any time other than upon or after an uncured default under the other loan documents by giving PWF not less than 30 days and no more than 45 days irrevocable written notice specifying the date on which the prepayment is to be made and subsequently paying PWF the unpaid principal amount of the loan, together with all accrued and unpaid interest plus all other sums due and owning under the Promissory Note and the other loan documents with no prepayment penalty.

If you default under the Promissory Note or the Recourse Guaranty, or if you are in default under your Franchise Agreement, PWF may demand immediate payment of all principal and interest due under the Promissory Note. You waive all rights of diligence, demand, notice of demand, presentment for payment, notice of intent to accelerate maturity, notice of acceleration of maturity, notice of dishonor, protest, notice of protest and non-payment and all other notices of any kind, except the notice of default to be given if you do not make your payments under the Promissory Note. If any legal action is brought to enforce the Promissory Note, the prevailing party is entitled to an award of attorney's fees and costs. PWF has the right to assign the Promissory Note at any time until the Note is paid in full. PWF does not intend to assign the Promissory Note at this time, but reserves the right to do so in the future. If PWF assigns the Promissory Note to a third party, you may lose all defenses against PWF in the event of a dispute.

With the above exception, neither we nor our affiliates offer direct or indirect financing. We do not arrange financing from other sources. With this exception, neither we nor our affiliates receive direct or indirect payments for arranging financing. We do not guarantee any notes, leases or obligations to third parties.

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 Obligations

Prior to the opening of your Franchised Business, we (or our designee) will or may, as applicable, provide you with the following assistance:

1. If you have entered into a Development Agreement, we will designate your Development Area where you will have the right to secure a Premises (each of which we must approve) for each of your Franchised Businesses. (Development Agreement, Section 1 and Exhibit A);

2. We will provide site selection guidelines and assistance (as described more fully below in this Item 11), as we deem appropriate in our discretion, in connection with selecting the Premises for each of your Franchised Business(es). We will also review any proposed lease or purchase agreement for each location that you propose as a Premises for any Franchised Business, and we may condition our approval of any proposed Premises on the corresponding agreement containing certain terms we describe more fully in this Item. (Franchise Agreement, Section 2(B));

3. Once you secure an approved Premises from which to open and operate your Franchised Business, we will define your Designated Territory for that Franchised Business and include its boundaries in a Data Sheet attached as an Exhibit to your Franchise Agreement. (Franchise Agreement, Section 2(B));

4. We will provide you with online access to, or otherwise loan you, one (1) copy of our confidential and proprietary Manuals. You must operate your Franchised Business in accordance with the Manuals and all applicable laws and regulations. The Manuals may be amended or modified by us to reflect changes in the System. You must keep the Manuals confidential and current, and you may not copy any part of the Manuals. You are required to keep a copy of the Manuals at your Premises, and if there is a dispute relating to the contents of the Manuals, then the master copy (which we maintain at our corporate headquarters) will control. We reserve the right to disclose updates to the Manuals in writing in any manner, including electronic means such as e-mail, our website and any intranet or extranet that we establish in connection with the System. The table of contents for our Manual(s) as of June 30, 2024, is attached to this Disclosure Document as Exhibit C, and the Manuals are collectively a total of approximately 1,000 pages. Please note that certain portions of the Manuals may be provided via update or communications from be set forth on a website or web portal that is controlled and/or registered to us (each, a "System Site"), and you will be solely responsible for ensuring compliance with these "online" portions of the Manuals as well. (Franchise Agreement, Section 5(D));

5. We will provide you with a list of our Required Items and Approved Suppliers (to the extent we have designated them) and specifications for the Required Items (to the extent we have them), either as part of the Manuals or otherwise in writing. (Franchise Agreement, Section 5(D));

6. We will review and approve the proposed layout and design of your Premises as well the equipment, furniture and fixtures used in connection with your Franchised Business, as we deem appropriate and advisable in our discretion. (Franchise Agreement, Section 5(D)); and

7. We will provide our initial training program comprised of: (i) certain "Classroom Training" that you and your management will have remote access to and must complete online via webinar or other learning management system we designate to (a) monitor/track participation and progress, and/or (b) test competency levels, if and as we determine appropriate (collectively, the "Remote Training"); (ii) additional "Classroom Training" and hands-on training that we will provide to you and your initial management over a period of typically four (4) to five (5) days at our corporate headquarters or other designated training location (in California, Ohio or otherwise) (which we refer to as our "Corporate Training"); and (iii) on- site training, assistance and support that you, your management, Lead Therapist, Massage Therapists and other personnel that will be involved in the initial operations of the Boutique (the "Initial Trainee Team") must participate and complete to our satisfaction before you open your Franchised Business (the "Initial On-Site Training").

a. Certain portions of the Classroom Training may involve instruction provided by video or other digital technology while at our designated corporate training location.

b. We may condition your ability to attend our Corporate Training and/or us providing you with any Initial On-Site Training on you: (i) expending the required amounts on the marketing and pre-opening sales activities we designate or otherwise approve in connection with your initial marketing plan, your lead generation efforts and the Initial Training Team's participation in the Initial On-Site Training that will be provided at your Premises; (ii) undertaking all steps to establish and provide us with access to your EFT Account consistent with your Franchise Agreement, including providing us and/or ours designee with a signed and completed copy of the authorization form attached to your Franchise Agreement as an Exhibit, as well as any other authorizations and approvals necessary for us or our designee to access such EFT Account; (iii) demonstrating that you have obtained all required insurance coverages as set forth in this Agreement and the Operations Manual; and (iv) providing us with completed and signed copies of all agreements and contracts that are attached as Exhibits to your Franchise Agreement, to the extent such documents have not been signed or need to be updated or completed at that time (collectively, the "On-Site Training Pre-Conditions").

c. If you have appointed a manager to run the day-to-day operations of the Franchised Business (the "Designated Manager"), then this Designated Manager must participate in and complete all components of the initial training disclosed above that we designate. With that said, we may permit or require that you, your Designated Manager and/or technicians/personnel to attend all or certain components of the Remote Training and/or Initial On-Site Training that are designed to cover the areas of instruction that are more specific to the roles and corresponding responsibilities you have identified for these individuals.

d. You are also solely responsible for all costs and expenses you (and your personnel) incur in connection with completing the appropriate Remote Training, Corporate Training and Initial On-Site Training, including employee wages. In the event we determine that you and your Initial Trainee Team need more than 5 days of Initial On-Site Training based on our representatives' reports and/or your team's competency testing results, we may require that: (i) you and your Initial Trainee Team participate in and complete additional Initial On-Site Training beyond 5 days; and (ii) you cover or reimburse the costs that we incur in connection with our representatives providing such additional on-site instruction and assistance, including additional travel, lodging and meals over that additional time period (beyond the first 5 days).

e. We do not currently have a set training schedule, but we expect and intend to provide (a) a given franchisee with access to Remote Training within three (3) months of the date that franchisee signs a Franchise Agreement with us, (b) Corporate Training on an as-needed basis once each franchisee has completed the Remote Training and otherwise complied with the Pre-Training Conditions, and (c) Initial On-Site Training on an as-needed basis to each franchisee and its Initial Trainee Team after the franchisee at issue has completed the Corporate Training and otherwise demonstrated that all other pre-opening requirements under that franchisee's Franchise Agreement have been satisfied. We expect to provide the Initial On-Site Training around one to two weeks prior to the contemplated opening of a given Franchised Business, and no Franchised Business may open until it has completed all initial training described in this Item (unless we agree otherwise in writing).

f. Instructional materials, including components of the Manuals, will be provided to you and used as necessary as you proceed through the Initial Training Program. The initial training program is subject to change without notice to reflect updates in the materials, methods and Manuals, as well as changes in personnel. The subjects taught and the time periods allocated for each subject may vary based on the experience of the people being trained.

g. We will typically provide the Initial On-Site Training once you demonstrate to us that you have secured Certificate of Occupancy with respect to your approved Premises.

h. We typically require that you and your management and other required trainees complete (a) Remote Training within 90 days of executing your Franchise Agreement, and (b) Initial On-Site Training over a seven (7) to ten (10) day period prior to the contemplated opening of your Franchised Business. Failure to complete all required initial training to our satisfaction prior to the date you are required to open your Boutique may result in termination of the Franchise Agreement.

i. Our training program will be supervised by Jennifer Murphy, who has over 5 years of experience in the massage therapy industry and over 13 years in the franchise, learning and development industries and Derek Jett, who has approximately 8 years of experience in the learning and development industry and topics of instruction. We reserve the right to appoint and substitute other individuals to assist in providing training, but all of our training personnel will typically have at least one (1) year in the subject matters that they teach. We will provide you with access with one (1) copy of our proprietary instructional materials prior to or upon your attendance at our Initial Training Program, which may include our Manuals and certain other instructional materials that we develop.

j. Once we provide you and your Initial Training Team with On-Site Training at your Premises, you or your Designated Manager will be solely responsible for training all subsequent personnel that works at your Franchised Business.

k. The details of our Initial Training Program are set forth in the Chart below:

TRAINING CHART

SUBJECT	HOURS OF CLASSROOM TRAINING[1]	HOURS OF ON-THE-JOB TRAINING[2]
Administrative/Human Resources	2.5	0
Daily Operations	4.0	0
Equipment and Supplies	2.5	0
Front Desk Introduction and Customer Service	2.5	0
Hiring and Staffing	2.5	0
Introduction to the brand	2.5	0
Leadership	2.5	0
Marketing	2.5	0
Membership Program	2.5	0
On-Site Massage Therapist Training	0	14.0
On-Site Operational Training	0	40.0
On-Site Sales Training	0	14.0
Risk Management and Inappropriate Behavior	2.5	0
Sales Training	2.5	0
Software Systems	3.5	0
Staff Onboarding	2.5	0

SUBJECT	HOURS OF CLASSROOM TRAINING[1]	HOURS OF ON-THE-JOB TRAINING[2]
System Protocols	21.0	0
TOTAL	53.5	68.0

Explanatory Notes

1. Portions of any "Classroom" training may be provided to you via webinar or other online/electronic method that allows us to administer, provide, track report and deliver e-learning education courses and training via a software application (and, if applicable, confirm that you have passed any corresponding test in connection with such training).

2. In addition to the remote instruction/classes and the portion of our Initial Training Program that is provided at our training facility or corporate officers as described in the Training Chart above, we will send one (1) or more of our trainers to your Franchised Business to provide additional on-site instruction and assistance. This on-site assistance will typically take place at or close to the time you are authorized to open your Franchised Business, and such assistance will typically last a total of five to 10 days. Please note, however, that (a) certain of the "On-the-Job" training described in the Training Chart above may be provided or covered during the training we provide at our designated training facility or corporate offices, and (b) certain portions of on-site assistance may be provided instead by remote instruction.

B. Site Selection

You must assume all costs, liabilities, expenses and responsibility for: (i) locating, obtaining and developing a Premises for your Franchised Business; and (ii) constructing, equipping, remodeling and/or building out the Premises for use as a Franchised Business, all in accordance with our System standards and specifications. We may provide you with our current written site selection guidelines, to the extent such guidelines are in place, and any other site selection counseling and assistance we believe is advisable. Our guidelines for site selection may require that you conduct, at your expense, an evaluation of the demographics of the market area for the location. We may then use these factors in determining the suitability of your proposed site for the Premises of your Franchised Business. We may require you to use our Approved Supplier for site-selection assistance. (Franchise Agreement, Section 5(F)).

In deciding whether to approve a site, we may also consider, among other things: (i) demographic characteristics, traffic patterns, allowed design and building, parking, visibility, allowed signage, and the predominant character of the neighborhood surrounding the proposed site; (ii) competition from other businesses selling similar grooming services and/or products within the area, along with the proximity of the Premises to these businesses and the nature of all other businesses in proximity to the proposed site; zoning restrictions, soil and environmental issues, and other commercial characteristics; and (iv) the size, appearance, and other physical characteristics of the proposed site.

We must also have the opportunity to review any lease or purchase agreement for proposed Premises before you enter into such an agreement. We will have the right to review the lease and you must ensure that: (i) you and the landlord of the Premises enter into a form of addendum or otherwise integrate the terms of that addendum (collectively, the "Lease Addendum Terms"), which includes (without limitation) a collateral assignment of lease and other entry rights upon termination or expiration of your Franchise Agreement, into the lease or other occupancy agreement for the Premises; and (ii) receiving a written representation from the landlord of the Premises that you will have the right to operate the Franchised Business, including offering and selling the Approved Services and Approved Products, throughout the term of your Franchise Agreement. As part of the Lease Addendum Terms, we will have the option, but not the obligation, to assume or renew the lease for the Premises (the "Lease") for all or part of the remaining term of the Lease if you are in material default of your Franchise Agreement and/or Lease and/or fail to timely cure that default.

We will use reasonable efforts to approve or reject any proposed location (and corresponding lease/purchase agreement) within 30 days of the date you provide us with all requested materials. If we determine that an on-site evaluation is necessary, then you must: (i) submit to us in the form we specify a description of the site prior to our representative conducting its on-site evaluation, including evidence that the site satisfies our site selection guidelines and any other information and materials that we may reasonably require, including a letter of intent or other evidence that confirms your favorable prospects for obtaining the site; and (ii) reimburse us for the expenses incurred in connection with such an evaluation. If we do not provide our specific approval of a proposed location within this 30-day period, the proposed location will be deemed rejected. Our approval only means that the site meets our minimum requirements for a Franchised Business.

You must secure a Premises that we approve within six (6) months of executing your Franchise Agreement for that Franchised Business or we may terminate that Franchise Agreement.

Please note that your Site Selection Area will not be exclusive and other System franchisees and developers may be afforded the right to search for an approved Premises within any portion of your Site Selection Area.

C. <u>Time to Open</u>

Single Franchised Business

Except as provided in this Item, you must open and commence operations of your Franchised Business within twelve (12) months from the date you execute your Franchise Agreement for that Franchised Business. (Franchise Agreement, Section 6(C)).

We estimate that it will take between six (6) to twelve (12) months to open your Franchised Business from the time you execute your Franchise Agreement. Your total timeframe may be shorter or longer depending on the time necessary to obtain an acceptable Premises, to obtain financing, to obtain the permits and licenses for the construction and operation of the Franchised Business, to complete construction or remodeling as it may be affected by weather conditions, shortages, delivery schedules and other similar factors, to complete the interior and exterior of the Franchised Business, including decorating, purchasing and installing fixtures, equipment and signs, and to complete preparation for operating the Franchised Business, including purchasing any inventory or supplies needed prior to opening. If you do not open or operate your Franchised Business within this twelve (12) month period, then we may terminate your Franchise Agreement (unless we agree to extend your opening deadline in a writing signed by both parties) (Franchise Agreement, Section 6(D)).

Multi-Unit Development under Development Agreement

If you have entered into a Development Agreement to open and operate multiple Franchised Businesses, your Development Agreement will include a Development Schedule containing a deadline by which you must have each of your Franchised Businesses open and operating. Your Development Schedule may depend on the number of Franchised Businesses you are granted the right to open and operate.

If you fail to open any Franchised Business within the appropriate time period outlined in the Development Agreement, we may terminate your Development Agreement. (Development Agreement, Section 14). You will not have any further development rights within the Development Area upon termination of your Development Agreement, except to continue operating the Franchised Business(es) that were already open and operating as of the termination date. We must approve of the Premises you choose for each Franchised Business you are required to open under the Development Agreement.

Failure to Open

If you enter into a Development Agreement with us and fail to meet a given Development Schedule deadline, then we reserve the right to charge you a fee amounting to $2,500 for each month you fail to open and commence obligations of a given Franchised Business (in addition to any other rights or remedies we have under our Development Agreement and/or applicable form of Franchise Agreement governing the Franchised Business at issue).

D. Post-Opening Obligations

After the opening of your Franchised Business, we (or our designee) will or may, as applicable, provide you with the following assistance:

1. We may offer, and require you and your Designated Manager to attend, additional training programs and/or refresher courses, as we deem necessary in our sole discretion ("Additional Training"). While you have the option to attend any Additional Training we offer, subject to the availability of our classes, we may require that you and your Designated Manager attend up to five (5) days of Additional Training each year at our headquarters in California or other location we designate. You will be required to pay our then-current Additional Training Fee for any Additional Training you and your employees request to attend and any Remedial Training that we require. You will also be solely responsible for all expenses incurred in attending Additional Training. (Franchise Agreement, Section 5(A));

2. We may provide you with continuing consultation and advice, as we deem necessary in our sole discretion, regarding the management and operation of the Franchised Business. We may provide this assistance by telephone, facsimile, intranet communication, Skype or any other communication channel, as we deem advisable and subject to the availability of our personnel. Certain of this advice and consultation may be provided based on certain reports, guest satisfaction surveys and other brand quality measurements we impose in connection with the operation of your Franchised Business, and such advice/consultation will be subject to your timely provision of any reports we require you to submit. (Franchise Agreement, Section 5(G-H));

3. We may also provide you with additional on-site assistance and/or training, subject to the availability of our field representatives and, upon our request, payment of our then-current Training Fee in connection with any: (i) additional training or on-site assistance that you request we provide; (ii) Remedial Training you or your personnel are required to attend; and/or (iii) training that we provide to any replacement personnel, including any Corporate Training that such personnel must receive prior to undertaking any corresponding duties or responsibilities at your Boutique. (Franchise Agreement, Section 5(H));

4. We will approve or deny any advertising/marketing materials you wish to use in connection with your Franchised Business as described more fully below in this Item 11 under the heading "Advertising and Marketing." (Franchise Agreement, Section 5(I));

5. We will approve or disapprove your requests to: (i) purchase and/or offer non-approved products or services in connection with the Franchised Business; and (ii) make Required Purchases from suppliers other than our then-current Approved Suppliers. (Franchise Agreement, Section 6(K));

6. We may provide pricing guidelines for Approved Services and Products, subject to applicable law. (Franchise Agreement, Section 6(S));

7. We may schedule and hold a franchise conference, as we deem advisable in our sole discretion, to discuss the current state of the System, improvements to the System, hold discussion forums for System franchisees and recognize certain franchisees. In the event we schedule a conference, we may require you to attend for up to five (5) days each year, and it may be combined with our affiliate's annual System conference for Boutique owners. You will be responsible for the costs and expenses you incur in connection with any franchise conference and you will be required to pay our then-current attendance/registration fee (Franchise Agreement, Section 5(Q));

8. We will display the contact information of your Franchised Business on the website that we or our designee maintains to advertise and promote the brand, our Proprietary Marks and other Boutique locations, provided you are in compliance with the terms of your Franchise Agreement. Please see below in this Item 11 under the heading "Advertising and Marketing" for further information.

9. We currently administer and maintain a brand development fund (the "Fund") for the benefit of the System. (Franchise Agreement, Section 9(E));

10. We may, as we deem appropriate in our discretion, establish and maintain a website or other online portal of any kind that will be accessible by our franchisees, which may be used for purposes of (a) providing updates, supplements and supplemental information that will constitute part of one (1) or more Manual, (b) providing webinars and other training, including portions of our Initial Training Program, (c) providing advertising templates or other marketing/promotional materials, as well as information related thereto, and (d) otherwise communicate with our franchisees regarding the brand, System and/or specific operational/promotional aspects of a Franchised Business (collectively, the "System Site"). (Franchise Agreement, Section 5(E));

11. We may conduct, as we deem advisable in our sole discretion, inspections of the Premises and audits of the Franchised Business and your operations generally to ensure compliance with our System standards and specifications. We may also prepare written reports outlining any recommended or required changes or improvements in the operations of a System franchise, as we deem appropriate in our sole

discretion, and detail any deficiencies that become evident as a result of any inspection or audit. (Franchise Agreement, Section 5(L));

12. We may supplement, revise or otherwise modify the Manuals and/or a System Site as we deem necessary or prudent in our sole discretion, which may, among other things, provide new operations concepts and ideas. We may provide you with these updates through various mediums, including mail, e-mail and our System-wide intranet. (Franchise Agreement, Section 5(D-E)); and

13. We may: (i) research new services, products and equipment and methods of doing business and provide you with information we have developed as a result of this research, as we deem appropriate in our sole discretion; and (ii) create and develop additional products and services to be offered or provided as Approved Products and Services at Boutiques, including proprietary products and services that may be sold under the trademarks we designate. (Franchise Agreement, Section 5(K)).

E. Advertising

All advertising and promotion that you use in connection with your Franchised Business must be approved by us and conform to the standards and requirements that we specify. We may make available to you from time to time, at your expense, certain promotional materials, including coupons, merchandising materials, point-of-purchase materials, special promotions, and similar advertising and promotional materials. You must also participate in certain promotions and advertising programs that we establish as an integral part of our System, provided these activities do not contravene regulations and laws of appropriate governmental authorities.

You will be required to purchase and display any signage in certain parts of your Franchised Business that have high visibility for purposes of notifying customers and prospective customers of specials/promotions regarding our Approved Products and Services. (Franchise Agreement, Section 9(B)).

If you wish to use any advertising or promotional materials other than those that we have previously approved or designated within the preceding 12 months, then you must submit the materials you wish to use to us for our prior written approval at least 30 days prior to publication. We will use commercially reasonable efforts to notify you of our approval or disapproval of your proposed materials within 15 days of the date we receive the materials from you. If you do not receive our written approval during that time period, however, the proposed materials are deemed disapproved and you may not use such materials. Once approved, you may use the proposed materials for a period of 90 days, unless we: (i) prescribe a different time period for use; or (ii) require you to discontinue using the previously-approved materials in writing. We may require you to discontinue the use of any advertising or marketing material, including materials we previously approved, at any time. (Franchise Agreement, Section 9(B)). Except as otherwise provided in this Item, we are not required to spend any amount on advertising in your Designated Territory.

Local Advertising. As of the Issue Date, we require that franchisees spend at least 5% of the Gross Sales of your Franchised Business on local advertising and promotions, of which you must pay us a minimum of $1,500 ("Digital Marketing Requirement") as consideration for certain digital marketing management and placement services we provide (collectively, the "Local Marketing Requirement"). (Franchise Agreement, Section 9(D)). You may be required to expend all or any portion of your Local Marketing Requirement on materials, products and services that are provided by our Approved Suppliers. In the future, we reserve the right to require the Digital Marketing Requirement portion of your Local Marketing Requirement be paid, in whole or in part, to any Approved Supplier we designate. (Franchise Agreement, Section 9(D)).

Initial Marketing Spend. In addition to the Local Marketing Requirement, you will be required to expend a minimum of $2,250 in connection with the initial marketing and other necessary activities for you and the personnel of your Franchised Business to be ready to open your Boutique and/or generate clientele/members prior to opening and after your "soft" opening. (Franchise Agreement, Section 9(C)).

We expect you will expend these amounts within the period that typically commences around 30-60 days prior to the contemplated opening of your Boutique and typically ending around 30 days following your soft opening. We may require that you expend any portion of these funds on products and services that you must purchase from our Approved Suppliers.

Brand Development Fund. We have established a brand development fund (the "Fund") for the benefit of the System and brand generally. You must contribute 2% of the Gross Sales of your Franchised Business to the Fund, which we refer to as your Fund Contribution. (Franchise Agreement, Section 9(E)).

We will administer and use the Fund to meet certain costs related to maintaining, administering, directing, conducting and preparing advertising, marketing, public relations, and/or promotional programs and materials, and any other activities that we believe will enhance the image of the System. We will designate all programs that the Fund finances, with sole control over the creative concepts, materials, and endorsements used and their geographic, market, and media placement and allocation. The Fund may also be used to cover the costs and fees associated with: preparing and producing video, audio, and written materials and electronic media; website maintenance and development, internet advertising, administering regional and multi-regional marketing and advertising programs, including purchasing trade journal, direct mail, website, radio and other media advertising and using advertising, promotion, and marketing agencies and other advisors to provide assistance; and supporting public relations, market research, and other advertising, promotion, and marketing activities. The Fund may be used for advertising materials/campaigns in printed materials or on radio or television for local, regional or national circulation, internet regional or national advertising, as we deem appropriate in our discretion. We and/or a regional or national advertising agency may be used to produce all advertising and marketing.

We will account for the Fund contributions separately from our other funds and not use the Fund for any of our general operating expenses, except to compensate us for the reasonable salaries, administrative costs, travel expenses and overhead we incur in administering the Fund and its programs, including conducting market research, preparing advertising, promotion, and marketing materials, and collecting and accounting for Fund contributions. The Fund is not our asset or a trust, and we do not owe you fiduciary obligations because of our maintaining, directing or administering the Fund or any other reason. The Fund may spend in any fiscal year more or less than the total Fund contributions in that year, borrow from us or others (paying reasonable interest, determined from time to time by us, which provides us with a return commensurate with the prevailing interest rate charged by persons in the business of lending money under similar circumstances) to cover deficits, or invest any surplus for future use. We will use interest earned on Fund contributions to pay costs before spending the Fund's other assets. We will not use Fund contributions for advertising that principally is a solicitation for the sale of franchises, except that we may use/display the phrase "Franchises Available" on any and all advertising/marketing that is covered by the Fund. We may incorporate the Fund or operate it through a separate entity if we deem appropriate. Our Affiliate-owned Boutiques will contribute to the Fund in the same manner that each franchised Boutique is required to contribute.

We are not required to spend any of your Fund Contributions in the Designated Territory you are granted under your Franchise Agreement, and we will provide you with an accounting of the Fund within 120 days after our fiscal year end (upon your written request). We are not required to have the Fund audited, but we may do so and use the Fund Contributions to pay for such an audit. If we do not spend all Fund Contributions in a given year, we may rollover any excess contributions into the Fund for use during the following year. We will have the right to modify or discontinue the Fund, as we deem appropriate in our sole discretion.). (Franchise Agreement, Section 9(E)).

In the fiscal year ended June 30, 2024, the Fund was spent as follows: 7% on production, 48% on media placement, 18% on administrative expenses and 27% on website development, email platform and research. No amount of the Fund was spent of the solicitation of franchisees.

Advertising Council. Currently, we have not established an advertising council (the "Advertising Council"), but we reserve the right to do so in the future. If we establish an Advertising Council, it will serve in an advisory capacity to us with respect to certain advertising expenditures, including providing advice/guidance on how to administer the Fund (if established in the future). At our discretion, the Advertising Council may be comprised of our management representatives, employees, you and/or other franchisees in the System. We will have the right to modify or dissolve an Advertising Council (if created) at any time. (Franchise Agreement, Section 9(F)).

Regional Advertising Cooperatives ("Cooperatives"). We reserve the right to establish regional advertising cooperatives that are comprised of a geographical market area that contain two or more Boutiques (whether a Franchised Business or Affiliate-owned) (each a "Cooperative"). If we assign your Franchised Business to a Cooperative we establish, you must work with the other Boutique owners in your Cooperative and us to develop and implement regional advertising campaigns designed to benefit all the Boutiques within the geographical boundaries of the Cooperative. If you are designated as a member of a Cooperative, you may be required to contribute to the Cooperative in an amount not to exceed the then-current Local Marketing Requirement. All amounts paid to a Cooperative will be credited toward your Local Marketing Requirement. We have not established any Cooperatives as of the Issue Date of this Disclosure Document. We reserve the right to establish the governing rules, terms, and operating procedures of any Cooperative and make them available for Franchisee's review. (Franchise Agreement, Section 9(H)).

Online Directories. As another means of advertising, you must ensure that the Franchised Business is listed in appropriate Internet-based telephone directories that we designate. You must ensure that your Franchised Business has a dedicated telephone line that is not used for any other purpose.

Remodeling. We may require you to make such additions, alterations, repairs, and replacements at the Premises and to the fixtures, furnishings, signs and inventory therein to comply with our then- current System trade dress, standards and specifications.

F. Computer System

We have the right to specify or require that you use certain brands, types, makes, and/or models of computer hardware and software in connection with the Franchised Business, which currently includes: (i) a computer or laptop that is capable of running all Required Software, including without limitation, the software associated with the Business Management System (for POS, CRM, inventory management, reporting and other functions); (ii) credit card scanner; (iii) a printer; and (iv) one (1) tablet for mobile use within the Boutique (collectively, the "Computer System"). We may also require you to use designated software in connection with the Computer System and Franchised Business (the "Required Software"). (Franchise Agreement, Sections 4(C) and 10(C)).

In addition to the Computer System above, we typically recommend that franchised Facility owners consider acquiring video camera(s) and other security system components. We reserve the right to approve all of the foregoing hardware before it is used in connection with your Franchised Business, and none of the foregoing hardware may be used for any other purpose other than operating your Franchised Business. You will also need to maintain Internet access via DSL or cable broadband connection. (Franchise Agreement, Sections 4(C) and 10(C)).

We estimate the costs to purchase our current Computer System to be around $18,000 to $20,000 (which we refer to as our "Business Management System").

You must keep your Computer System in good maintenance and repair and install such additions, changes, modifications, substitutions, and/or replacements to the Computer System or Required Software as we direct from time to time in writing. We estimate that you will spend approximately $500 to $1,500 annually on maintenance and support contracts for your Computer System. The Computer System range does not include the investment associated with the security or sound system you must purchase and utilize in connection your Boutique operations. We and our Affiliates have no obligation to provide ongoing maintenance, repairs, upgrades, or updates to the Computer System.

You must have the components necessary to ensure that the entire Premises of the Franchised Business has access to the Internet via Wi-Fi connection. We may require that: (i) you comply with our standards and specifications for Internet access and speed; and (ii) the Computer System, including Business Management System, be programmed to automatically transmit data and reports about the operation of the Franchised Business to us. We will also have the right to, at any time without notice, electronically and independently connect with your Computer System to monitor or retrieve data stored on the Computer System (or for any other purpose we deem necessary). There are no contractual limitations on our right to access the information and data on any component of your Computer System. We may also require you to use a Computer System and/or related software that is administered through us and provides us with automatic access to all data and reports that might be created by such Computer System and/or software, including any security camera footage. (Franchise Agreement, Section 6(R)).

You are also required to participate in any System-wide area computer network, including any System Site that you are provided access to as our System franchisee, that we implement, and may be required to use such networks or System Site to, among other things: (i) submit your reports due under the Franchise Agreement to us online; (ii) view and print portions of the Manuals; (iii) download approved local advertising materials; (iv) communicate with us and other System franchisees; and (v) complete certain components of any ongoing training we designate. (Franchise Agreement, Section 4(C)).

F. Website and Internet Use

Except as approved in advance in writing by us, you must not establish or maintain a separate website, splash page, profile or other presence on the Internet, or otherwise advertise on the Internet or any other public computer network in connection with the Franchised Business, including any profile on Facebook, Instagram, LinkedIn, Instagram, Pinterest, Twitter, YouTube or any other social media and/or networking site. Any such Internet website or presence is considered "advertising" and must be approved by us prior to use, as described in this Item. If we do permit you to establish one or more of the above presences on the Internet, you must: (i) establish and operate your World Wide Web or Internet site in accordance with System standards and any other policies we designate in the Manuals or otherwise in writing from time to time; and (ii) utilize any templates that we provide to you to create and/or modify such site(s).

We have the right to establish and maintain a primary website, that may, without limitation, promote the Proprietary Marks and/or the System (the "Website"), including the contact information of your Franchised Business. Provided you pay us the Business Technology Setup Fee and for so long as you remain compliant with your obligations under the governing Franchise Agreement, we agree to establish an interior or other page on our brand Website to display the contact information associated with the Franchised Business. We have sole control over all aspects of the Website, including without limitation its design, content, functionality, links to other websites, legal notices, and policies and terms of usage. We also have the right to discontinue operation of the Website at any time without notice to you. We have the right to modify our policies regarding your use of social media and Internet websites in connection with your Franchised Business as we deem necessary or appropriate in the best interest of the System. We (or our Affiliate) are the sole registrant of the Internet domain name https://thenowmassage.com, as well as any other Internet domain names that we or our affiliates register in the future. You must not register any Internet domain name that contains words used in or similar to any brand name owned by us or our affiliates or any abbreviation, acronym, phonetic variation or visual variation of those words.

You also agree and acknowledge that you will access and utilize any System Site we establish for use in connection with the System, including without limitation, to publish and circulate updates to the Manual(s).

ITEM 12
TERRITORY

Franchise Agreement

Premises

You will operate the Boutique at a specific location approved by us (referred to as your "Premises"). Once you have secured your Premises, we will provide you a Designated Territory within which you will have certain protected rights.

Designated Territory

Your Designated Territory will typically be comprised of a radius around your Boutique. If your Boutique is located in a major metropolitan downtown area or similarly situated/populated central business district (a "Central Business District"), your Designated Territory may be limited to a one (1) block radius around the Premises or the larger building in which the Premises is located. We will determine and designate your Designated Territory as we deem appropriate in our discretion. The size of your Designated Territory will likely vary from the territory granted to other franchisees based on the location and demographics surrounding your Boutique.

The boundaries of your Designated Territory may be described in terms of zip codes, streets, landmarks (both natural and man-made) or county lines, or otherwise delineated on a map. If we determine, in our discretion, to base your Designated Territory on population, then the sources we use to determine the population within your Designated Territory will be supplied by (a) the territory mapping software we determine to license or otherwise use, or (B) publicly available population information (such as data published by the U.S. Census Bureau or other governmental agencies and commercial sources).
You will not be permitted to relocate your Boutique without our prior written approval, which may be withheld in our discretion. You will be assessed a relocation fee of $1,000 at the time you submit the

proposed location for your relocated Boutique. Generally, we do not approve requests to relocate your Boutique after a site selection has been made and you have opened for business unless (a) it is due to extreme or unusual events beyond your control, and (b) you are not in default of your Franchise Agreement. If we approve your relocation request, we retain the right to approve your new site location in the same manner and under the same terms that are applied to your first site selection.

If and when you are granted a Designated Territory, then we will not open or locate, or license any third party the right to open or locate, another Boutique utilizing the Proprietary Marks and System from a physical location within that Designated Territory, until such time that your Franchise Agreement expires or is terminated.

We and our affiliates also have the right to operate, and grant franchises or licenses to others to operate, fitness centers and other businesses offering similar services in your Designated Territory under trademarks other than the Proprietary Marks. With that said, we do reserve the right to locate Boutiques at certain "Non-Traditional Sites" within your Designated Territory and, for this reason, we must provide the following disclosure:

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

Except as 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 Boutiques, using any of the other brands or Marks that we now, or in the future, may offer, and we may operate or license Boutiques 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 with respect to other and/or related businesses, products and/or services, in which we may be involved, now or in the future.

While you and other Boutiques will be able to provide the Approved Services to any potential client that visits or otherwise reaches out to your Boutique, you will not be permitted to actively solicit or recruit clients outside your Designated Territory, unless we provide our prior written consent. You will not be permitted to advertise and promote your Franchised Business via advertising that is directed at those outside your Designated Territory without our prior written consent, which we will not unreasonably withhold provided (a) the area you wish to advertise in is contiguous to your Designated Territory, and (b) that area has not been granted to any third party in connection with a Boutique (or Development Agreement) of any kind.

We may choose, in our sole discretion, to evaluate your Boutique for compliance with the System Standards using various methods (including, but not limited to, inspections, field service visits, surveillance camera monitoring, member 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.

Development Agreement

If you are granted the right to open three or more Franchised Businesses under our form of Development Agreement, then we will provide you with a Development Area upon execution of this agreement. The size of your Development Area will substantially vary from other System developers based on: (i) the number of Franchised Businesses we grant you the right to open and operate; and (ii) the location and demographics of the general area where we mutually agree you will be opening these locations. The boundaries of your Development Area may be described in terms of zip codes, streets, landmarks (both natural and man-made) or county lines, or otherwise delineated on a map attached to the Data Sheet.

Each Franchised Business you timely open and commence operating under our then-current form of franchise agreement will be operated: (i) from a distinct site located within the Development Area; and (ii) within its own Designated Territory that we will define once the site for that Franchised Business has been approved. We will approve sites for additional Franchised Businesses developed under your Development Agreement using our then-current site selection criteria.

We will not own or locate, or license a third party the right to own or locate, a Boutique utilizing the Marks and System from a physical location within the Development Area until the earlier of: (i) the date we define the Designated Territory of the final Franchised Business you were granted the right to operate under the Development Agreement; or (ii) the expiration or termination of the Development Agreement for any reason. With that said, we do reserve the right to locate Boutiques at certain "Non-Traditional Sites" within your Development Area and, for this reason, we must provide the following disclosure:

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.

Upon the occurrence of any one of the events described in the preceding paragraph, your territorial rights within the Development Area will be terminated, except that each Franchised Business that you have opened and are continuously operating as of the date of such occurrence will continue to enjoy the territorial rights within their respective Designated Territories that were granted under the franchise agreement(s) you entered into for those Franchised Business(es).

You must comply with your development obligations under the Development Agreement, including your Development Schedule, in order to maintain your exclusive rights within the Development Area. If you do not comply with your Development Schedule, we may terminate your Development Agreement and any further development rights you have under that agreement. Otherwise, we will not modify the size of your Development Area except by mutual written agreement signed by both parties.

Reserved Rights

We and our parent/affiliates reserve the exclusive right to conduct the following activities under the Franchise Agreement and/or Development Agreement (as appropriate): (i) establish and operate, and license any third party the right to establish and operate, other Boutiques and Franchised Businesses using the Marks and System at any location outside of your Designated Territory(ies) and, if applicable, Development Area; (ii) market, offer and sell products and services that are similar to the products and services offered by the Franchised Business under a different trademark or trademarks at any location, within or outside the Designated Territory(ies) and, if applicable, the Development Area; (iii) use the Marks and System, as well as other such marks we designate, to distribute any Approved Products and/or Services in any alternative channel of distribution, within or outside the Territory(ies) and Development Area (including the Internet, mail order, catalog sales, toll-free numbers, wholesale stores, etc.), as further described below; (iv) to (a) acquire, merge with, be acquired by, or otherwise affiliate with, any other company, and (b) have us or any successor/acquiring entity own and operate, and franchise or license others to own and operate, any business of any kind, including, without limitation, any business that offers products or services the same as or similar to the Approved Products and Services (but under different marks), within or outside your Designated Territory(ies) and, if applicable, Development Area; (v) market, offer and provide the Approved Services directly to personnel in their respective residence, office or other location of choice and not from a Boutique location, anywhere inside or outside of the Designated Territory; (vii) own and operate Boutiques in "Non-Traditional Locations" including, but not limited to, airports, malls, any captive venue that requires a ticket or other membership to access, military bases, academic institutions, hospitals, sports arenas and stadia, "big box" gyms and fitness centers, train stations, casinos, both within or outside your Designated Territory(ies) and, if applicable, Development Area; and (viii) use the Marks and System, and license others to use the Marks and System, to engage in any other activities not expressly prohibited in your Franchise Agreement and, if applicable, your Development Agreement.

Neither the Franchise Agreement nor Development Agreement grants you any right to engage in any of the activities outlined in the preceding paragraph, or to share in any of the proceeds received by us, our parent/affiliates or any third party from these activities, unless we otherwise agree in writing. Further, we have no obligation to provide you any compensation for soliciting or accepting orders (via alternate channels of distribution) within your Territory.

Internet Sales / Alternative Channels of Commerce

We may sell products and services to members located anywhere, even if such products and services are similar to what we sell to you and what you offer at your Boutique. We may use the internet or alternative channels of commerce to sell our s brand products and services. You may only sell the products and services from your approved Boutique location, and may only use the internet or alternative channels of commerce to offer or sell the products and services, as permitted by us. 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 Boutique 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 Boutique 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 Boutique that does not comply with the Franchise Agreement or the Manual. You are not prohibited from obtaining members over the Internet provided your Internet presence and content comply with the requirements of the Franchise Agreement.

Additional Disclosures

Neither the Franchise Agreement nor the Development Agreement provides you with any right or option to open and operate additional Franchised Businesses (other than as specifically provided for in your Development Agreement if you are granted multi-unit development rights). Regardless, each Franchised Business you are granted the right to open and operate must be governed by its own specific form of Franchise Agreement.

We have not established other franchises or company-owned outlets or another distribution channel offering or selling similar products or services under a different trademark. Neither we nor our affiliates have established, nor do we presently intend to establish, other franchised or company-owned businesses that are similar to the Franchised Business and that provide the Approved Products and Services under a different trade name or trademark, but we and our affiliate(s) reserve the right to do so in the future without your consent.

ITEM 13
TRADEMARKS

We grant you a limited, non-exclusive license to use our then-current Proprietary Marks in connection with the operation of your Franchised Business only at your Premises and within your Designated Territory, provided you use these Proprietary Marks as outlined in your Franchise Agreement(s) and our Manuals. You do not obtain any additional rights to use any of our Proprietary Marks under any Development Agreement you enter into. TheNow, LLC (“TM Licensor”) is the owner of the Proprietary Marks. The following Mark is owned by TM Licensor and registered on the Principal Register of the United States Patent and Trademark Office (“USPTO”)

Mark	Registration Number	Registration Date
THE NOW (word mark)	5948585	December 31, 2019
	5965485	January 21, 2020

No affidavits or renewal filings are due yet in connection with these registrations. When appropriate, we will work with the TM Licensor to ensure that all required affidavits pertaining to these registrations have been filed or will be filed by the deadlines for our then current Proprietary Marks.

We are licensed to use, as well as sublicense our System franchisees the right to use, the Proprietary Marks pursuant to a form of trademark license agreement we have with the TM Licensor dated July 1, 2019. We have a royalty-free license to use such Proprietary Marks under this agreement, which has a perpetual term unless and until terminated by either party. In the event the agreement terminates, the parties have agreed to work in good faith together to ensure that System franchisees continue to have the right to use the then-current Proprietary Marks we designate in connection with their respective franchised Boutiques. Other than this agreement, we are not aware of any other agreement that might materially affect your use.

We and TM Licensor reserve the right in its sole discretion to cease use of any trademark. There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, or any state trademark administrator or court, nor any pending infringement, opposition, or cancellation proceedings involving the Proprietary Marks. There are no pending material federal or state court litigation regarding our use or ownership rights in any of the Proprietary Marks. To our knowledge, there are no infringing uses that could materially affect your use or our ownership rights in the Proprietary Marks or our rights in the Proprietary Marks.

You must promptly notify us of any suspected unauthorized use of the Proprietary Marks, any challenge to the validity of the Proprietary Marks, or any challenge to our affiliate’s ownership of, our right to use and to license others to use, or your right to use, the Proprietary Marks. We have the sole right to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlements. We have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. We will defend you against any third-party claim, suit, or demand arising out of your use of the Proprietary Marks. If we, in our sole discretion, determine that you have used the Proprietary Marks in accordance with the Franchise Agreement, we will bear the cost of defense, including the cost of any judgment or settlement. If we, in our sole discretion, determine that you have not used the Proprietary Marks in accordance with the Franchise Agreement, you must bear the cost of defense, including the cost of any judgment or settlement.

We reserve the right, at our sole discretion, to modify, add to, or discontinue use of the Proprietary Marks, or to substitute different proprietary marks for use in identifying the System and the businesses operating under these marks. You must comply with any changes, revisions and/or substitutions at your sole cost and expense.

ITEM 14
PATENTS, COPYRIGHTS AND OTHER PROPRIETARY INFORMATION

You do not receive the right to use any item covered by a patent or copyright, but you can use the proprietary information in the Manual. The Manuals are described in Item 11. Item 11 also describes the limitations on the use of the Manual by you and your employees.

We have no registered copyrights, nor are there any pending patent applications 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.

To our knowledge, there currently are no effective determinations of the U.S. Copyright Office or any court regarding any of the copyrighted materials. There are no agreements in effect which significantly limit our right to use or license the copyrighted materials. Finally, there are no infringing uses actually known to us that could materially affect your use of the copyrighted materials in any state. No agreement requires us to protect or defend any copyrights or you in connection with any copyrights.

We may revise our System and any of our copyrighted materials in our discretion, and may require that you cease using any outdated copyrighted material. You will be responsible for printing any revised or new advertising, marketing or other business materials.

In general, our proprietary information includes “Confidential Information” as defined in our current 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 Boutique or the 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 Boutiques; (ii) designs, specifications and information about products and services and (iii) all information regarding members and suppliers, including any statistical and/or financial information and all lists. We disclose to you Confidential Information needed for the operation of a Boutique, 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 Boutique under a Franchise Agreement with us; 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.

We have the right to use and authorize others to use all ideas, techniques, methods and processes relating to the Boutique 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.

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

While we recommend that you personally participate and manage the day-to-day operations of your Franchised Business, you may hire a Designated Manager to manage daily operations with our approval. Both you and your Designated Manager will be required to successfully complete the Initial Training Program (prior to undertaking any management responsibilities).

We will not unreasonably withhold our approval of any Designated Manager you propose, provided the Designated Manager has completed our Initial Training Program and otherwise demonstrated that he/she a good handle on our System standards and specifications for daily operations of a Boutique. If the franchisee is a business entity, we do not require the Designated Manager to own an interest in the entity, but the Designated Manager must sign our prescribed form of Confidentiality and Non-Competition Agreement.

Your Franchised Business must, at all times, be managed and staffed with at least one (1) individual who has successfully completed our Initial Training Program. In the event that you operate more than one Franchised Business, you must have a properly trained Designated Manager at each Boutique you own and operate. You must keep us informed at all times of the identity of any personnel acting as Designated Manager, and obtain our approval before substituting a new Designated Manager at any of your locations.

Regardless of whether you have a Designated Manager, you must appoint and engage a Massage Therapist that has participated in and completed that On-Site Training as your “Lead Therapist” that will be responsible for, among other things, ensuring that all other Massage Therapists are properly trained with the System materials and information provided as part on the pre-opening training.

If you are an individual, then your spouse will also be required to sign the Franchise Agreement or, in the alternative, the form of Personal Guaranty attached to the Franchise Agreement as an Exhibit (the “Guaranty”). If you are a business entity (limited liability company, corporation, partnership, etc.), then (a) each of your shareholders/members/partners (the “Owners”), as applicable, must sign the Guaranty, and (b) at our option, the spouses of each such Owner must sign the Guaranty. The Guaranty includes a personal guarantee, a confidentiality agreement and covenants not to compete.

Under a Development Agreement, you must designate and retain an individual throughout the term of the Development Agreement to act on behalf of you in all transactions concerning your obligations under the Development Agreement (the “Representative”). If you are an individual, you must perform all obligations of the Representative. The Representative must use reasonable efforts to do the following, during the entire period he serves in that capacity: (1) maintain a direct or indirect ownership interest in the Franchised Business; (2) devote substantial time and reasonable efforts to the supervision and conduct of the Franchised

Business and execute the Development Agreement as one of the Principals; and (3) meet our standards and criteria for a Representative as set forth in the Manuals or otherwise in writing by us. If the Representative or any designee is not able to continue to serve in the capacity of Representative or no longer qualifies, you must promptly notify us and designate a replacement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must (1) sell or offer for sale only those products, merchandise, and services as we have expressly approved for sale in writing, (2) sell or offer for sale all types of products, merchandise, and services we specify, (3) refrain from any deviation from our standards and specifications without our prior written consent, and (4) discontinue selling and offering for sale any products, merchandise, and services which we may, in our discretion, disapprove in writing at any time. You must only offer and sell the Approved Products at retail, and you are not permitted to sell such Approved Products (including all retail merchandise) at wholesale or for re-sale of any other kind. All Approved Products, including inventory used in connection with the Approved Services, that are sold or offered for sale at the Boutique must meet our then-current standards and specifications, as established in the Manuals or otherwise in writing. See Item 8. The Franchise Agreement does not limit our right to make changes in the types of authorized products, merchandise, and services.

Any massage therapy services or other Approved Services that require a license in order for an individual to provide such services under the laws of the state where the Franchised Business is located must be provided by your personnel that are Massage Therapists or that are otherwise appropriately licensed to provide the services at issue. Our standard franchise offering expects and assumes that any personnel you hire will have the appropriate state and/or other licensing and certifications to provide the Approved Services for which they have been engaged or hired.

The Franchise Agreement does not limit our right to make changes in the types of authorized products, merchandise, and services. We have the right to specify the prices for the products and services you offer and sell, and to establish minimum and maximum prices for such products and services. You must strictly adhere to the lawful prices we establish, subject to applicable law. We retain the right to modify the prices from time-to-time in our reasonable discretion. You must comply with all of our policies regarding advertising and promotion, including the use and acceptance of coupons, gift cards or incentive programs. We do not limit your access to customers in that customers may patronize your Boutique even if they are not located within your Designated Territory, provided you comply with your advertising and solicitation obligations under your Franchise Agreement.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

The following tables list certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.

A. Franchise Agreement

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
a. Length of the Franchise Term	Section 3	10 years from the signing of Franchise Agreement.
b. Renewal or Extension of the Term	Section 3	If Franchisee satisfies all of the requirements of the Franchise Agreement, Franchisee will have an option to renew the franchise relationship for 2 consecutive, 10-year periods.
c. Requirements for Franchisee to Renew or Extend	Section 3	Give timely notice; complete to Franchisor's satisfaction all maintenance, refurnishing, renovating and remodeling that Franchisor requires of the premises of the Franchise Business; not be in default of the Franchise Agreement or any other agreement and have complied with the standards and operating procedures prescribed by Franchisor; satisfy all monetary obligations owed to Franchisor or its affiliate; execution of the then-current form of franchise agreement, which may contain materially different terms and conditions than your original contract; pay to Franchisor the renewal fee; sign a release subject to state law; and remain in possession of the premises of the Franchised Business.
d. Termination by Franchisee	Not Applicable	Franchisee may terminate under any grounds permitted by law.
e. Termination by Franchisor Without Cause	Not Applicable	Not Applicable.
f. Termination by Franchisor With Cause	Section 15	We have the right to terminate with cause (subject to state law).
g. "Cause" Defined – Curable Defaults	Section 15(C)	Curable defaults include: Franchisee's failure to pay Franchisor amounts owed when due (5 days to cure); Franchisee fails to perform any of its obligations under the Franchise Agreement or any other Agreement between Franchisee and Franchisor or its Affiliates (15 days to cure); Franchisee fails to furnish reports, financial statements, tax returns, or any other documentation required by the Franchise Agreement (15 days to cure); or Franchisee engages in any conduct or practice which, in the reasonable opinion of the Franchisor, reflects unfavorably upon or is detrimental to the Marks, to the good name, goodwill or reputation of the Franchisor (5 days to cure) (subject to state law).

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
h. "Cause" Defined – Non-Curable Defaults	Section 15(A) and Section 15(B)	Non-curable defaults include: material misrepresentation on Franchisee's application for the Franchise Agreement; understatement of Gross Sales; Franchisee loses the right to possession of the premises or the Lease; if a guarantor or the manager fails to satisfactorily complete the initial training program; unauthorized transfers by Franchisee; Franchisee receives 3 or more notices of default in any consecutive 12 month period; Franchisee is adjudicated as bankrupt, insolvent, or commits any affirmative act of insolvency, or files any action or petition for insolvency; if the Franchisee ceases or takes any steps to cease the operation of the Franchised Business; or if the Franchisee or Franchisee's principal does not timely cure a default within the applicable cure period under a different franchise agreement or other agreement with Franchisor or such an agreement becomes subject to termination or is terminated (subject to state law).
i. Franchisee's Obligations on Termination/Non-Renewal	Section 16	Obligations include: cease operations of the Boutique; de-identification; payment of amounts due to Franchisor and its affiliates; return the Manuals and all other confidential information or items imprinted with any of the Marks; sell to Franchisor products, furnishings, equipment, signs, fixtures, stationery, forms, packaging, and advertising materials at Franchisor's option; modify the interior and exterior of the premises of the Boutique; if termination is a result of Franchisee's default Franchisee must pay to the Franchisor all costs and expenses incurred as a result of that default; compliance with post-termination non-competition agreement; transfer all telephone and facsimile numbers, all listings and email addresses and social media accounts; and others.
j. Assignment of Contract by Franchisor	Section 13	The Franchisor may assign any or all of its rights arising from the Franchise Agreement, provided that the assignee agrees in writing to assume all obligations undertaken by the Franchisor.
k. "Transfer" by Franchisee – Defined	Sections 13(A) and 13(C)	Franchisee shall not sell, assign, transfer, mortgage, charge, grant a security interest in or otherwise encumber any of the Franchisee's right and interest hereunder or in any assets of the Franchised Business, nor shall any of the guarantors transfer any of their shares in the capital of the Franchisee nor shall the Franchisee amalgamate, merge, reorganize, or engage in any similar proceeding, without in each case obtaining the prior written approval of the Franchisor.
l. Franchisor Approval of Transfer by Franchisee	Section 13(A)	All transfers require our prior written consent, which will not be unreasonably withheld, and we have a right of first refusal to acquire any proposed transfer of interest.
m. Conditions for Franchisor Approval of Transfer	Section 13(E)	Conditions of approval include: submit a copy of the offer relating to the Transfer, information relating to the character and business background of the proposed transfer along with a sum of $2,000; Franchisee's monetary and other obligations have been satisfied; Franchisee is not in default of any provision of any agreement with

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		Franchisor or its affiliates; transferor signs a general release (subject to state law); transferee enters into a written assignment and guaranty, if applicable; transferee meets our qualifications; transferee signs our then-current form of franchise agreement; transferee completes all required training programs; Franchisee pays a transfer fee to Franchisor; Transfer is in compliance with applicable bulk sales legislation; and others.
n. Franchisor's Right of First Refusal to Acquire Franchisee's Business	Section 13(D)	Except in certain circumstances, you must provide us with a period of 30 days to match any third-party *bona fide* offer to purchase any interest in the Franchise Agreement or Franchised Business. If we do not exercise this right, then you will have 60 days to effectuate the transfer to the third party that made the offer on those exact terms – if the transfer does not occur or the proposed terms of the offer change in any way, then we will have another 30 days to exercise our right of first refusal.
o. Franchisor's Option to Purchase Franchisee's Business	16(G)	Upon termination or expiration of the Franchise Agreement, Franchisor has the option, but not the obligation, to purchase Franchisor's equipment and furnishings, inventory and supplies owned and used by the Franchisee in connection with the operation of the Franchised Business at a price equal to the lesser of the book value and the fair market value of the property in question; Franchisor also has the option to have Franchisee assign its lease to Franchisor.
p. Death or Disability of Franchisee	Section 13(B)	Upon the death or mental incapacity of any person holding any interest in the Franchise Agreement, in Franchisee, or in all or substantially all of the assets of the Boutique, an approved transfer must occur within 120 days.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
q. Non-Competition Covenants During the Term of the Franchise	Section 14(A)	During the term of the Franchise Agreement, Franchisee, nor any officer, director, executive, manager, or member of the professional staff, either directly or indirectly, for themselves, or through, on behalf of or in conjunction with any person (i) divert or attempt to divert any business or customer of Boutiques to any competing business (as defined in the Franchise Agreement), by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks or the System; (ii) own an interest in, manage, operate, or perform services for any competing business which is located within the United States, its territories or commonwealths, or any other country, province, state, or geographic area in which Franchisor has used, sought registration of, or registered the Marks or similar marks, or operates or licenses others to operate a business under the Marks or similar marks; or (iii) subject to and as permitted by applicable law, employ or seek to employ any person who is at that time employed by Franchisor, Franchisor's affiliates or any other System franchisee, or otherwise directly or indirectly induce or seek to induce such person to leave his or her employment thereat
r. Non-Competition Covenants After the Franchise Is Terminated or Expires	Section 14(B)(1), Section 14(B)(2)	For a period of two (2) years after the expiration and nonrenewal, transfer or termination of this Agreement, regardless of the cause, neither Franchisee, its principals, owners and guarantors, nor any member of the immediate family of Franchisee, its principals, owners or guarantors, may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation: (1) own, maintain, engage in, be employed as an officer, director, or principal of, lend money to, extend credit to or have any interest in or involvement with any o Competing Business: (i) at the Premises; (ii) within the Designated Territory; or (iii) within a twenty-five (25) mile radius of the perimeter of the Designated Territory being granted hereunder or any other designated territory licensed by Franchisor to a franchised Boutique as of the date of expiration or termination of this Agreement; solicit business from customers of Franchisee's former Franchised Business or contact any of Franchisor's suppliers or vendors for any competitive business purpose, or subject to and as permitted by applicable laws where the Franchised Business is located, solicit any of Franchisor's other employees, or the employees of Franchisor's affiliates or any other System franchisee to discontinue employment; or subject to and as permitted by applicable state law, solicit any of Franchisor's other employees, or the employees of Franchisor's affiliates or any other System franchisee to discontinue employment.
s. Modification of the Agreement	Section 18(D)	All amendments, changes, or variances from the Franchise Agreement must be in writing.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
t. Integration / Merger Clause	Sections 18 and 22	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable. Nothing in this or any related agreement is intended to disclaim the representations we made in the latest franchise disclosure document that we furnished to you.
u. Dispute Resolution by Mediation or Arbitration	Section 21(B), Section 21(C)	You must first submit all dispute and controversies arising under the Franchise Agreement to our management and make every effort to resolve the dispute internally. At our option, all claims or disputes arising out of the Franchise Agreement must be submitted to non-binding mediation or arbitration, which will take place, at our option, in (a) Los Angeles, CA or (b) our then-current corporate headquarters. You must notify us of any potential disputes and we will provide you with notice as to whether we wish to mediate the matter or not. If the matter is mediated or arbitrated, the parties will split the fees and bear all of their other respective costs of the mediation/arbitration. (subject to applicable state law)
v. Choice of Forum	Section 21(D) and 21(E)	Subject to the other dispute resolution provisions set forth in the Franchise Agreement and disclosed above in this Item, all claims and causes of action arising out of the Franchise Agreement must be brought in the state or, if appropriate, federal court of general jurisdiction that is closest to (a) Los Angeles, CA, or the (b) city and state where we have notified you in writing we have established our then-current corporate headquarters. (subject to applicable state law)
w. Choice of Law	Section 21(A)	The Franchise Agreement is governed by the laws of the state of California without reference to this state's conflict of laws principles, except that: (i) any disputes or actions involving any non-competition covenants, including the interpretation and enforcement thereof, must be governed by the law of the state where the Boutique is located; and (ii) any franchise-specific or franchise-applicable laws of California, including those related to pre-sale disclosure and the franchise relationship generally, will not apply to this Agreement or franchise awarded hereunder unless the awarding of said franchise specifically falls within the scope of such California laws, regulations or statutes without reference to and independent of any reference to this choice of law provision. (subject to state law)

B. Development Agreement

	PROVISION	SECTION IN DEVELOPMENT AGREEMENT	SUMMARY
a.	Term of the Franchise	Section 1(B), Exhibit B	The Development Agreement will commence on the date it is fully executed and end on the earlier of (a) the last day of the calendar month that the final Franchised Business is required to be opened and operating under the Development Schedule or (b) the day that the final Franchised Business is opened.
b.	Renewal or extension of the term	Not Applicable	We will provide Developer with a one-time reasonable extension of time not to exceed 90 days to comply with its development obligations in any one of the Development Period as set forth in the Development Schedule.
c.	Requirements for franchisee to renew or extend	Not Applicable	(i) Developer has already executed a lease for, or otherwise obtained, a Premises that Franchisor approves for any Boutique(s) it is required to open and operate during that Development Period; and (ii) Developer notifies Franchisor of its need for such an extension no less than 30 days prior to expiration of that Development Period.
d.	Termination by franchisee	Not Applicable	Franchisee may terminate under any grounds permitted by law.
e.	Termination by franchisor without cause	Not Applicable	Not Applicable
f.	Termination by franchisor with "cause"	Section 14	We may terminate your Development Agreement with cause as described in (g)-(h) of this Item 17 Chart (subject to state law).
g.	"Cause" defined – curable defaults	Section 14(B)	We may terminate your Development Agreement after providing notice and a 30-day cure period (unless a different cure period is specified below) if: you fail to meet the Development Schedule; you fail to develop, open, and operate each Facility and execute each Franchise Agreement in compliance with the Development Agreement; you fail to designate a qualified replacement Representative; you misappropriate or misuse the Proprietary Marks or impair the goodwill of the Proprietary Marks or System; fail to make monetary payment under the Development Agreement or any Franchise Agreement to us or our affiliate, and fail to cure within 14 days of receiving written notice from us; fail to correct a deficiency of a health, sanitation, or safety issue identified by a local, state or federal agency or regulatory authority; or you fail to comply with any other material term or material condition of the Development Agreement or any Franchise Agreement (subject to state law).
h.	"Cause" defined - defaults which cannot be cured	Section 14(A)	We may terminate your Development Agreement automatically upon written notice if: you become insolvent or make a general assignment for the benefit of creditors; file a bankruptcy petition or are adjudicated bankrupt; a bill in equity or appointment of receivership is filed in connection with you; a receiver or custodian of your assets of property is appointed; a proceeding for a composition of creditors is initiated against you; a final judgment is entered against you and not satisfied within 30 days; if you are dissolved, execution is levied

	PROVISION	SECTION IN DEVELOPMENT AGREEMENT	SUMMARY
			against you; a suit to foreclose any lien or mortgage against any of your Facilities is levied; the real or personal property of a Facility is sold after being levied upon; you fail to comply with the non-competition covenants of the Development Agreement; you or your principal discloses the contents of the Manuals or other confidential information; an immediate threat or danger to public health or safety results from the operation of a Facility operated by you; you or your Principal has made a material misrepresentation in the franchise application; you fail on 3 or more occasions within a 1-year period to comply with a provision of the Development Agreement; you fail to comply with the transfer conditions of the Development Agreement; or if any Franchise Agreement entered into in connection with Developer's exercising of its development rights awarded under the Development Agreement is subject to termination (for whatever reason) or is terminated (subject to state law).
i.	Franchisee's obligations on termination/non-renewal	Section 11, Section 14(D), Section 15	In the event the Development Agreement is terminated prior to its natural expiration, then the scope of Developer's post-term non-compete will include not only the post-term non-compete provision set forth in Section 17.08 of the Developer's signed Franchise Agreements, but also prohibit any involvement with a Competing Business within the Development Area or a 25-mile radius of that Development Area.
j.	Assignment of contract by franchisor	Section 16(A)	We have the right to assign our rights under the Development Agreement.
k.	"Transfer" by franchisee – defined	Section 16(B)	Any transfer in you (if you are an entity) or your rights/obligations under the Development Agreement.
l.	Franchisor approval of transfer by franchisee	Section 16(C)	You may not transfer any rights or obligations under the Development Agreement without our prior written consent.
m.	Conditions for franchisor approval of transfer	Section 16(C)	Conditions of approval include: Developer's monetary and other obligations have been satisfied; Developer is not in default of any provision of any agreement with Franchisor or its affiliates; transferor signs a general release (subject to state law); transferee meets our qualifications; transferee signs our then-current form of franchise agreement; transferee enters into a written assignment and guaranty, if applicable; Developer pays a transfer fee to Franchisor; and others.
n.	Franchisor's right of first refusal to acquire franchisee's business	Section 16(E)	If Developer receives and desires to accept any bona fide offer to transfer an ownership interest in the Development Agreement from a third party, we shall have the right and option, exercisable within thirty (30) days after actual receipt of such notification, to send written notice to Developer that we intend to purchase the Developer's interest on the same terms and conditions offered by the third party. If we elects not to accept the offer within the thirty (30) day period, Developer shall have a period not to exceed sixty (60) days to complete the transfer subject to the conditions for approval set

	PROVISION	SECTION IN DEVELOPMENT AGREEMENT	SUMMARY
			forth in Section 16(C) of the Development Agreement.
o.	Franchisor's option to purchase franchisee's business	Not Applicable	Not Applicable
p.	Death or disability of franchisee	Section 16(E)	Upon the death or permanent disability of Developer, the executor, administrator, conservator or other personal representative of that person, or the remaining shareholders, partners or members, must appoint a competent manager that is approved by us within ninety (90) days from the date of death or permanent disability (the "90 Day Period"). During the 90 Day Period, the appointed manager must attend and successfully complete our training program and enter into the then-current form of area development agreement or sign a personal guaranty for any of Developer's obligations. This this is note completed within the 90 Day Period, we may immediately appoint a manager to maintain the operations of Developer's Boutiques until an approved assignee is able to assume the management and operation of the Boutique. We have the right to charge a reasonable fee for management services and to cease to provide management services at any time.
q.	Non-competition covenants during the term of the franchise	Section 11(B)(1)	Neither you, your principals, guarantors, owners or key employees, nor any immediate family member of you, your principals, guarantors, owners or key employees, may: (i) own, operate, or otherwise be involved with, Competing Business (as defined in the Development Agreement); (ii) employ or seek to employ any employees of us, our affiliates or any other System franchisee/developer or induce such persons to leave their employment; or (iii) divert, or attempt to divert, any prospective customer to a Competing Business.
r.	Non- competition covenants after the franchise is terminated or expires	Section 11(B)(2) Section 11(B)(3)	For a period of two (2) years after the termination/expiration/transfer of your Development Agreement, neither you, your principals, guarantors, owners, nor any immediate family member of you, your principals, guarantors, owners, may own, operate or otherwise be involved with any business that competes with us and is involved in the licensing or franchising, or establishing of joint ventures for the operation, of Competing Businesses. For a period of two (2) years after the termination/expiration/transfer of your Franchise Agreement, neither you, your principals, guarantors, owners, nor any immediate family member of you, your principals, guarantors, owners, may own, operate or otherwise be involved with and Competing Business: (i) within the Development Area; (ii) within a 40-mile radius of your Development Area or any other designated territory or designated area licensed by us to a Boutique as of the date of expiration/termination of the Development

	PROVISION	SECTION IN DEVELOPMENT AGREEMENT	SUMMARY
			Agreement through the date you attempt to engage in any competitive activity prohibited by this Section. During this two-year period, these parties are also prohibited from: (i) soliciting business from customers of your former Boutiques; (ii) contacting any of our suppliers/vendors for a competitive business purpose; or (iii) subject to and as permitted by applicable state laws, soliciting any employees of us, our affiliates or any other System franchisee or developer to discontinue their employment.
s.	Modification of the agreement	Section 23	Your Development Agreement may not be modified, except by a writing signed by both parties.
t.	Integration/merger clause	Section 23(G)	Only the terms of the Development Agreement (and ancillary agreements) and this Disclosure Document are binding (subject to state law). Any representations or promises outside of the Disclosure Document and this Agreement may not be enforceable. Nothing in this Agreement or any related agreement is intended to disclaim the representations made in this Disclosure Document.
u..	Dispute resolution by arbitration or mediation	Section 21, Section 22	You must first submit all dispute and controversies arising under the Development Agreement to our management and make every effort to resolve the dispute internally. At our option, all claims or disputes arising out of the Development Agreement must be submitted to non-binding mediation, which will take place, at our option, in (a) Los Angeles, CA, or (b) our then-current corporate headquarters. You must notify us of any potential disputes and we will provide you with notice as to whether we wish to mediate the matter or not. If the matter is mediated, the parties will split the mediator's fees and bear all of their other respective costs of the mediation (subject to state law).
v.	Choice of forum	Section 22	All claims and causes of action arising out of the Development Agreement must be brought in the state or, if appropriate, federal court of general jurisdiction that is closest to Los Angeles, CA or the city and state where we have notified you in writing we have established our then-current corporate headquarters (subject to applicable state law).
w.	Choice of law	Section 21(A)	The Development Agreement is governed by the laws of the state of California without reference to this state's conflict of laws principles (subject to state law), except that: (i) any disputes or actions involving any non-competition covenants set forth in any agreement with us, including the interpretation and enforcement thereof, must be governed by the law of the state where the Boutique is located; and (ii) any franchise-specific or franchise-applicable laws of California, including those related to pre-sale disclosure and the franchise relationship generally, will not apply to this Agreement or franchise awarded hereunder unless the awarding of said franchise specifically

	PROVISION	SECTION IN DEVELOPMENT AGREEMENT	SUMMARY
			falls within the scope of such California laws, regulations or statutes without reference to and independent of any reference to this choice of law provision (subject to state law).

ITEM 18
PUBLIC FIGURES

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

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

Written substantiation for the financial performance representations made in this Item 19 will be made available to you upon reasonable request.

Some Boutiques have earned these amounts. Your individual results may differ. There is no assurance you'll earn as much.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

GROSS SALES, GROSS PROFIT, WAGES, OTHER OPERATING EXPENSES AND NET PROFIT
FOR 3 SUBSETS OF FRANCHISED LOCATIONS
FOR THE PERIOD FROM JULY 1, 2023 THROUGH JUNE 30, 2024 PRESENTED AS
JULY 1, 2023 THROUGH DECEMBER 31, 2023 AND FROM JANUARY 1, 2024 THROUGH JUNE 30, 2024
(NOTES 1-7, 16)

Table 1

8 Franchised Locations That Opened Between July 1, 2020 And June 30, 2021 (Note 1)

July 1, 2023 through December 31, 2023 (Note 1)					
	Gross Sales (Note 2)	Gross Profit (Note 3)	Wages (Note 4)	Other Operating Expenses (Note 5)	Net Profit (Note 6)
Total	$5,443,961	$4,498,365	$2,891,136	$1,494,948	$112,282
Average (Note 7)	$680,495	$562,296	$361,392	$186,868	$14,035
Median (Note 7)	$698,300	$588,349	$363,488	$185,564	$387
High	$894,974	$717,693	$487,878	$242,176	$73,754
Low	$385,945	$337,699	$219,932	$122,292	-$37,891

January 1, 2024 through June 30, 2024 (Note 1)					
	Gross Sales (Note 2)	Gross Profit (Note 3)	Wages (Note 4)	Other Operating Expenses (Note 5)	Net Profit (Note 6)
Total	$6,027,087	$5,486,375	$3,221,780	$1,657,390	$607,205
Average (Note 7)	$753,386	$685,797	$402,722	$207,174	$75,901
Median (Note 7)	$752,959	$694,224	$414,652	$196,821	$73,561
High	$947,197	$869,429	$530,387	$294,166	$189,044
Low	$510,170	$461,243	$291,571	$154,582	$191

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Table 2

13 Franchised Locations That Opened Between July 1, 2021 And June 30, 2022 (Note 1)

July 1, 2023 through December 31, 2023 (Note 1)					
	Gross Sales (Note 2)	Gross Profit (Note 3)	Wages (Note 4)	Other Operating Expenses (Note 5)	Net Profit (Note 6)
Total	$9,232,849	$7,892,846	$4,835,667	$2,417,672	$639,507
Average (Note 7)	$710,219	$607,142	$371,974	$185,975	$49,193
Median (Note 7)	$640,397	$516,248	$322,414	$165,964	$42,947
High	$986,116	$879,372	$556,099	$262,517	$149,048
Low	$467,597	$405,139	$233,370	$125,971	-$37,752

January 1, 2024 through June 30, 2024 (Note 1)					
	Gross Sales (Note 2)	Gross Profit (Note 3)	Wages (Note 4)	Other Operating Expenses (Note 5)	Net Profit (Note 6)
Total	$9,455,653	$8,558,238	$5,017,609	$2,531,63 9	$1,008,989
Average (Note 7)	$727,358	$658,326	$385,970	$194,741	$77,615
Median (Note 7)	$630,634	$567,799	$314,046	$178,729	$83,908
High	$1,042,240	$934,295	$559,858	$257,334	$219,977
Low	$502,212	$449,720	$278,269	$149,473	-$6,054

Table 3

20 Franchised Locations That Opened Between July 1, 2022 And June 30, 2023 (Note 1)

July 1, 2023 through December 31, 2023 (Note 1)					
	Gross Sales (Note 2)	Gross Profit (Note 3)	Wages (Note 4)	Other Operating Expenses (Note 5)	Net Profit (Note 6)
Total	$9,729,581	$7,704,931	$5,089,475	$2,941,754	-$326,297
Average (Note 7)	$486,479	$385,247	$254,474	$147,088	-$16,315
Median (Note 7)	$450,262	$359,982	$264,802	$155,492	-$14,301
High	$1,071,334	$825,803	$450,404	$303,882	$134,960
Low	$153,903	$119,189	$53,442	$35,933	-$140,396

January 1, 2024 through June 30, 2024 (Note 1)					
	Gross Sales (Note 2)	Gross Profit (Note 3)	Wages (Note 4)	Other Operating Expenses (Note 5)	Net Profit (Note 6)
Total	$11,645,032	$10,379,354	$6,292,292	$3,475,901	$611,162
Average (Note 7)	$582,252	$518,968	$314,615	$173,795	$30,558
Median (Note 7)	$562,377	$492,461	$300,506	$171,238	$17,177
High	$1,156,149	$1,037,004	$495,671	$277,511	$263,823
Low	$202,360	$162,421	$122,275	$110,571	-$84,850

GROSS SALES, GROSS PROFIT, WAGES, OTHER OPERATING EXPENSES AND NET PROFIT
FOR 4 AFFILIATE BOUTIQUES
FOR THE PERIOD FROM JULY 1, 2023 THROUGH JUNE 30, 2024 PRESENTED AS
JULY 1, 2023 THROUGH DECEMBER 31, 2023 AND FROM JANUARY 1, 2024 THROUGH JUNE 30, 2024
(NOTE 8-16)

Table 4
4 Affiliate-Owned Affiliate Boutiques (Note 8)

July 1, 2023 through December 31, 2023 (Note 8)						
	Gross Sales (Note 9)	Gross Profit (Note 10)	Imputed Royalty (Note 15)	Wages (Note 11)	Other Operating Expenses (Note 12)	Net Profit (Note 13)
Total	$5,551,653	$4,604,219	$299,823	$2,906,243	$666,595	$731,558
Average (Note 14)	$1,387,913	$1,289,707	$74,956	$726,561	$166,649	$182,890
Median (Note 14)	$1,235,424	$1,152,567	$66,009	$663,089	$168,866	$147,334
High	$1,941,585	$1,805,959	$108,260	$970,597	$180,166	$415,928
Low	$1,139,220	$1,047,734	$59,544	$609,469	$148,697	$20,962

January 1, 2024 through June 30, 2024 (Note 8)						
	Gross Sales (Note 9)	Gross Profit (Note 10)	Imputed Royalty (Note 15)	Wages (Note 11)	Other Operating Expenses (Note 12)	Net Profit (Note 13)
Total	$5,866,886	$4,690,514	$305,589	$2,965,354	$722,703	$696,868
Average (Note 14)	$1,466,722	$1,366,063	$76,397	$741,339	$180,676	$174,217
Median (Note 14)	$1,280,190	$1,195,448	$66,044	$657,414	$176,970	$115,563
High	$2,169,593	$2,026,745	$115,862	$1,041,568	$197,029	$459,026
Low	$1,136,913	$1,046,611	$57,639	$608,959	$171,733	$6,716

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

NOTE 1:

There were a total of 60 franchised Boutiques in operation as of the fiscal year ended June 30, 2024. Of the 60 franchised Boutiques, 44 franchised Boutiques were open and in continuous operation for 12-months or longer as of the fiscal year ended June 30, 2024 and 16 franchised Boutiques first opened for business in the fiscal year ended June 30, 2024. These 16 franchised Boutiques were excluded from the information presented in this Item 19.

Two of the 44 franchised Boutiques that were open and in continuous operation for 12-months or longer as of the fiscal year ended June 30, 2024 had operations that were not typical of a franchised Boutique. We took over management of these Boutiques in September of 2023 and these Boutiques were excluded from the information presented in this Item 19.

One of the 44 franchised Boutiques that were open and in continuous operation for 12-months or longer as of the fiscal year ended June 30, 2024 did not provide us with up-to-date and reliable financial information for the fiscal year ended June 30, 2024 and this Boutique was excluded from the information presented in this Item 19.

This Item 19 presents actual historical information we have accumulated from our franchisees for these 41 franchised Boutiques for the period from July 1, 2023 through June 30, 2024 on Gross Sales (as defined in Note 2), Gross Profit (as defined in Note 3), Wages (as defined in Note 4), Other Operating Expenses (as defined in Note 5), and Net Profit (as defined in Note 6). All of these franchised Boutiques' operations are similar to the franchise offered in this Disclosure Document. All information is unaudited.

For purposes of this Item 19 disclosure, we divided the franchised Boutiques into three subsets (Tables 1, 2 and 3): (i) franchised Boutiques that opened between July 1, 2020 and June 30, 2021 (8 franchised Boutiques); (ii) franchised Boutiques that opened between July 1, 2021 and June 30, 2022 (13 franchised Boutiques); and (iii) franchised Boutiques that opened between July 1, 2022 and June 30, 2023 (20 franchised Boutiques).

NOTE 2:

For purposes of Tables 1 to 3, "Gross Sales" means the total of all revenues derived from sales of Massage Services, Memberships, Products and Gift Cards. For the purposes of clarity, this includes Gift Cards sold, but not yet redeemed. The amounts shown do not conform to standard accounting procedures as Gift Cards Sales are considered liabilities to our Franchisees and only convert to actual revenue upon redemption. Gross Sales excludes the amount of bona fide refunds paid to customers and the amount of sales or use taxes actually paid to any governmental authority.

NOTE 3:

For purposes of Tables 1 to 3, "Gross Profit" means Gross Sales minus Cost of Goods Sold, which includes items such as massage supplies, linen services, credit card processing fees and product cost.

NOTE 4:

For purposes of Tables 1 to 3, "Wages" means all wages for Massage Therapist, Experience Guides, General Managers and all associated benefits and taxes associated with employee wages.

NOTE 5:

For purposes of Tables 1 to 3, "Other Operating Expenses" means all operating expenses associated with managing your boutique not listed above such as, but not limited to, marketing, technology fees, royalty fees, insurance office supplies, rent, repairs and maintenance, utilities, gift card redemptions and more.

NOTE 6:

For purposes of Tables 1 to 3, "Net Profit" means Gross Profit less Wages less Other Operating Expenses.

NOTE 7:

For purposes of Tables 1 to 3, "Average" means the aggregate in each category divided by the total number of franchised Boutiques included in Tables 1 to 3.

For purposes of Tables 1 to 3, "Median" means the midpoint dollar and percentage value in each category across for all franchised Boutiques included in Tables 1 to 3. The Median for a category with an odd number of data points will be the center number in that set. The Median for a category with an even number of data points is determined by taking the mean (average) of the two middlemost values in that category, which is calculated by adding those two values together and then dividing the aggregate by two.

NOTE 8:

For the fiscal year ended June 30, 2024, there were a total of 4 Boutiques owned and operated by our Affiliate (the "Affiliate Boutiques"). All Affiliate Boutiques are included in Table 4. Table 4 includes actual historical unaudited information we accumulated for the Affiliate Boutiques that were owned and operated by our Affiliate on June 30, 2024. All Affiliate Boutiques included in Table 4 are located in California. All of these Affiliate Boutiques' operations are similar to the franchise offered in this Disclosure Document. All information is unaudited.

The figures in Table 4 are taken from reports submitted to us by our Affiliate on Gross Sales (as defined in Note 9), Gross Profit (as defined in Note 10), Wages (as defined in Note 11), Other Operating Expenses (as defined in Note 12), and Net Profit (as defined in Note 13).

All 4 Affiliate Boutiques included in Table 4 were open and operating for more than one year as of June 30, 2024.

NOTE 9:

For purposes of Table 4, "Gross Sales" means the total of all revenues derived from sales of Massage Services, Memberships, Products and Gift Cards. For the purposes of clarity, this includes Gift Cards sold, but not yet redeemed. The amounts shown do not conform to standard accounting procedures as Gift Cards Sales are considered liabilities to our Franchisees and only convert to actual revenue upon redemption. Gross Sales includes the amount of bona fide refunds paid to customers.

NOTE 10:

For purposes of Table 4, "Gross Profit" means Gross Sales minus Cost of Goods Sold, which includes items such as massage supplies, linen services, credit card processing fees and product cost.

NOTE 11:

For purposes of Table 4, "Wages" means all wages for Massage Therapist, Experience Guides, General Managers and all associated benefits and taxes associated with employee wages.

Wages in Los Angeles, California may be higher than in other parts of the United States and should be accounted for accordingly. In addition, our pay structure for our Massage Therapists, in our Affiliate Boutiques, is different than any of our franchised Boutiques. We pay a flat hourly rate to our Massage Therapists, regardless of whether or not they are providing a service, whereas our franchised Boutiques pay less when a Massage Therapists in not in service. As a result, we have deducted 4% of total payroll related to 3% higher wages and 1% for worker's compensation.

NOTE 12:

For purposes of Table 4, "Other Operating Expenses" means all operating expenses associated with operating an Affiliate Boutique not listed above such as, but not limited to, marketing, technology fees, insurance office supplies, rent, repairs and maintenance, utilities, gift card redemptions and more.

Certain operating expenses of the Affiliate Boutiques have been excluded from Other Operating Expenses in Table 4 because they pertain to higher costs associated with the 4 Affiliate Boutiques located in California such as: Insurance Expenses. The 4 Affiliate Boutiques carry a higher level of insurance than the minimum required under the FDD. These expenses have been adjusted to show $20,000 per year. Certain taxes associated with being in the City and County of Los Angeles have also been excluded. Costs associated with employee benefits are excluded due to the unique rules pertaining to benefit offerings and employment status. Additionally, expenses associated with other unique items have been excluded, including but not limited to, portable restroom rental, pest control, parking, accounting and legal expenses and charitable donations. For the period from July 1, 2023 to June 30, 2024, these exclusions range between $16,000 to $30,000 per Affiliate Boutique. Our Silverlake boutique is also 50% greater square footage than our average boutique so we adjusted rent downwards by $49,135 annually to more accurately reflect the typical square footage of a franchised Boutique. Lastly, our Affiliate Boutiques are between 8 and 10 years old. We made extensive renovations in the past year to bring them up to current brand standards. In 2024, we spent over $200,000 for all 4 Affiliate Boutiques to do so, but adjusted this expense downward by 50% to more accurately reflect what 4 typical franchised Boutiques will spend on renovations and remodels each year to $102,180 for each Affiliate Boutique.

NOTE 13:

For purposes of Table 4, "Net Profit" means Gross Profit less Imputed Royalty (defined in Note 15) less Wages less Other Operating Expenses.

NOTE 14:

For purposes of Table 4, "Average" means the aggregate in each category divided by the total number of franchised Boutiques included in Table 4.

For purposes of Table 4, "Median" means the midpoint dollar and percentage value in each category across for all franchised Boutiques included in Tables 1 to 3. The Median for a category with an odd number of data points will be the center number in that set. The Median for a category with an even number of data points is determined by taking the mean (average) of the two middlemost values in that category, which is calculated by adding those two values together and then dividing the aggregate by two.

NOTE 15:

For purposes of Table 4, based upon Gross Sales of the Affiliate Boutiques, we imputed Royalty Fees that a franchisee would incur at 6% of Gross Sales in Table 4, which the Affiliate Boutiques did not incur.

Each of the Affiliate Boutiques incurred costs and operating expenses related to marketing, advertising and technology (included in Other Operating Expenses in the charts above) that a new franchisee must spend for (i) Brand Fund Contributions and Local Marketing Requirement payments, and (ii) Technology Fees. We did not estimate or adjust any additional amounts in the Charts disclosed above in this Item 19.

We have no reasonable basis to conclude that there will be material financial and operational differences between the Affiliate Boutiques and operational franchised outlets, other than the Royalty Fees that a franchisee would incur.

NOTE 16:

Other than the preceding financial performance representation, we do 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 Franchisor's management by contacting Jason Post at 8149 Santa Monica Boulevard PMB 298, Los Angeles, California, 90046, the Federal Trade Commission, and the appropriate state regulatory agencies.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table 1
SYSTEM-WIDE OUTLET SUMMARY
FOR FISCAL YEARS 2022 TO 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised				
	2022	9	23	+14
	2023	23	44	+21
	2024	44	60	+16
Company-owned*				
	2022	4	4	0
	2023	4	4	0
	2024	4	4	0
Total Outlets				
	2022	13	27	+14
	2023	27	48	+21
	2024	48	64	+16

*These Boutiques are owned and operated by our affiliate(s).

Table 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN THE FRANCHISOR)
FOR FISCAL YEARS 2022 TO 2024

State	Year	Number of Transfers
Total		
	2022	0
	2023	0
	2024	0

Table 3
STATUS OF FRANCHISED OUTLETS
FOR FISCAL YEARS 2022 TO 2024

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewal	Reacquired by Franchisor	Ceased Operations–Other Reasons	Outlets at End of Year
AZ								
	2022	1	0	0	0	0	0	1
	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
CA								
	2022	0	2	0	0	0	0	2
	2023	2	5	0	0	0	0	7
	2024	7	2	0	0	0	0	9
CO								
	2022	1	1	0	0	0	0	2
	2023	2	3	0	0	0	0	5
	2024	5	0	0	0	0	0	5
FL								
	2022	0	1	0	0	0	0	1
	2023	1	3	0	0	0	0	4
	2024	4	1	0	0	0	0	5
GA								
	2022	0	1	0	0	0	0	1
	2023	1	1	0	0	0	0	2
	2024	2	1	0	0	0	0	3
IL								
	2022	1	2	0	0	0	0	3
	2023	3	3	0	0	0	0	6
	2024	6	1	0	0	0	0	7
LA								
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
MD								
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	1	0	0	0	0	2
NC								
	2022	1	1	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	1	0	0	0	0	3
NV								
	2022	1	1	0	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewal	Reacquired by Franchisor	Ceased Operations– Other Reasons	Outlets at End of Year
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
NJ								
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
OH								
	2022	0	0	0	0	0	0	0
	2023	0	2	0	0	0	0	2
	2024	2	0	0	0	0	0	2
OK								
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
OR								
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	3	0	0	0	0	3
SC								
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
TN								
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
TX								
	2022	2	4	0	0	0	0	6
	2023	6	1	0	0	0	0	7
	2024	7	2	0	0	0	0	9
VA								
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
WA								
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Total								
	2022	9	14	0	0	0	0	23
	2023	23	21	0	0	0	0	44

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewal	Reacquired by Franchisor	Ceased Operations–Other Reasons	Outlets at End of Year
	2024	44	16	0	0	0	0	60

Table 4
STATUS OF COMPANY-OWNED OUTLETS
FOR FISCAL YEARS 2022 TO 2024

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
CA							
	2022	4	0	0	0	0	4
	2023	4	0	0	0	0	4
	2024	4	0	0	0	0	4
Total							
	2022	4	0	0	0	0	4
	2023	4	0	0	0	0	4
	2024	4	0	0	0	0	4

Table 5
PROJECTED OPENINGS
AS OF JUNE 30, 2024

State	Franchise Agreement Signed But Unit Not Yet Open	Projected New Franchised Units Opening	Projected New Company-Owned Units
AZ	1	1	0
CA	6	4	0
FL	3	2	0
GA	3	3	0
IL	1	1	0
MI	1	1	0
NJ	3	2	0
NV	1	1	0
NC	3	3	0
OH	1	0	0
SC	1	0	0
TX	2	1	0
Total	24	18	0

A list of the names, addresses and telephone numbers of our current franchisees as of June 30, 2024, as well as 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 as of June 30, 2024 or who have not communicated with us within 10 weeks of June 30, 2024, are attached as Exhibit E.

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

In the last three fiscal years, we have not required franchisees to enter into any confidentiality agreements that restrict their ability to speak openly about their experience with our franchise system.

There are no trademark-specific franchisee organizations that require disclosure under this Item.

ITEM 21
FINANCIAL STATEMENTS

Attached as Exhibit F is our audited financial statements as of June 30, 2022, June 30, 2023, and June 30, 2024. Our fiscal year end is June 30th.

ITEM 22
CONTRACTS

Copies of the following contracts or documents are also attached as Exhibits to the Disclosure Document that you may be required to execute in connection with your franchise purchase:

Exhibit B Franchise Agreement (and Exhibits)
Exhibit C Development Agreement (and Exhibits)
Exhibit I State Specific Addenda (if and as applicable)
Exhibit G Confidentiality and Non-Disclosure Agreement (if and as required)
Exhibit H Sample Form of General Release Agreement (example only)
Exhibit J Promissory Note (if and as applicable)
Exhibit K Commercial Security Agreement (if and as applicable)
Exhibit L Recourse Guaranty (if and as applicable)

ITEM 23
RECEIPTS

A receipt in duplicate is attached to this Disclosure Document as Exhibit N. You should sign both copies of the receipt. Keep one copy for your own records and return the other signed copy to us at: Attn: Franchise Administration, c/o The Now Franchise, LLC, 8149 Santa Monica Boulevard PMB 298, Los Angeles, California, 90046.

EXHIBIT A TO FRANCHISE DISCLOSURE DOCUMENT

LIST OF STATE ADMINISTRATORS

LIST OF AGENTS FOR SERVICE OF PROCESS

LIST OF STATE ADMINISTRATORS

California
Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, California 90013
1-866-275-2677

Florida
Florida Department of Agriculture & Consumer Services
Division of Consumer Affairs
PO Box 6700
Tallahassee, Florida 32314-6700

Hawaii
Business Registration Division
Securities Compliance Branch
Department of Commerce & Consumer Affairs
335 Merchant Street
Honolulu, Hawaii 96813

Illinois
Office of Attorney General
Franchise Division
500 South Second Street
Springfield, Illinois 62706

Indiana
Secretary of State
Franchise Section
Indiana Securities Division
302 West Washington, Room E-111
Indianapolis, Indiana 46204

Maryland
Office of the Attorney GeneralDivision of Securities
200 St. Paul Place
Baltimore, Maryland 21202-2020

Michigan
Michigan Department of Attorney General
Consumer Protection Division
Franchise Section 525
W. Ottawa Street
G. Mennen Williams Building, 1st Floor
Lansing, Michigan 48913

Minnesota
Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101-2198

Nebraska
Nebraska Department of Banking and Finance
Bureau of Securities
1526 K Street, Suite 300
PO Box 95006
Lincoln, NE 68508

New York
NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005 (212)
416-8285

North Dakota
North Dakota Securities Department
600 East Boulevard Avenue
State Capitol – 5th Floor, Dept. 414
Bismarck, North Dakota 58505-0510
(701) 328-4712

Kentucky
Commonwealth of Kentucky Office of the Attorney GeneralConsumer Protection Division
1024 Capital Center Drive
Frankfort, Kentucky 40601

Rhode Island
Division of Securities
Department of Business Regulation
John O. Pastore Center, Building 68-2
1511 Pontiac Avenue
Cranston, Rhode Island 02920

South Dakota
Department of Labor and Regulation
Division of Securities
124 S. Euclid Ave., Suite 104
Pierre, South Dakota 57501

Texas
Statutory Document Section
Secretary of State
P.O. Box 13550
Austin, Texas 78711

Virginia
State Corporation Commission
Division of Securities and Retail Franchising
First Floor
1300 East Main Street
Richmond, Virginia 23219

Washington
Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, Washington 98501

Wisconsin
Department of Financial Institutions
Division of Securities
201 W. Washington Avenue, Suite 300
Madison, Wisconsin 53703

LIST OF AGENTS FOR SERVICE OF PROCESS

California
Commissioner of Financial Protection and Innovation
Department of Financial Protection and Innovation 320 West 4th Street, Suite 750
Los Angeles, CA 90013
1-866-275-2677

Hawaii
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

Illinois
Attorney General of the State of Illinois
500 South Second Street
Springfield, Illinois 62706

Indiana
Secretary of State
302 West Washington, Room E-111
Indianapolis, Indiana 46204

Kentucky
Commonwealth of Kentucky
Office of the Attorney General
Consumer Protection Division
1024 Capital Center Drive
P.O. Box 2000
Frankfort, Kentucky 40602

Maryland
Maryland Securities Commissioner
200 St. Paul Place
Baltimore, Maryland 21202-2020

Michigan
Michigan Department of Attorney General
Consumer Protection Division
Franchise Section 525
W. Ottawa Street
G. Mennen Williams Building, 1st Floor
Lansing, Michigan 48913

Minnesota
Commissioner of Commerce
Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101-2198

Nebraska
Nebraska Department of Banking and Finance
Bureau of Securities
1526 K Street, Suite 300
PO Box 95006
Lincoln, Nebraska 68508

New York
Secretary of State
99 Washington Avenue
Albany NY, 12231

North Dakota
Securities Commissioner
North Dakota Securities Department600 East Boulevard Avenue
State Capitol – 5th Floor Dept. 414
Bismarck, North Dakota 58505-0510
(701) 328-4712

Rhode Island
Division of Securities
Department of Business Regulation
John O. Pastore Center, Building 68-2
1511 Pontiac Avenue
Cranston, Rhode Island 02920

South Dakota
Director of the Division of Securities
Department of Labor and Regulation
124 S. Euclid Ave., Suite 104
Pierre, South Dakota 57501

Texas
Statutory Documents Section
Secretary of State
P.O. Box 13550
Austin, Texas 78711

Virginia
Clerk of the State Corporation Commission
1st Floor
1300 East Main Street
Richmond, Virginia 23219

Washington
Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, Washington 98501

Wisconsin
Administrator
Division of Securities
Department of Financial Institutions
201 W. Washington Avenue, Suite 300
Madison, Wisconsin 53703

EXHIBIT B TO FRANCHISE DISCLOSURE DOCUMENT

FRANCHISE AGREEMENT

THE NOW FRANCHISE, LLC

FRANCHISE AGREEMENT

TABLE OF CONTENTS

THE NOW FRANCHISE, LLC
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement") is made and entered into on ________________ ("Effective Date"), by and between: (i) THE NOW FRANCHISE, LLC, a Delaware limited liability company with its principal place of business at 8149 Santa Monica Boulevard PMB 298, Los Angeles, California 90046 (the "Franchisor"); and (ii) ________________________, a (resident of) (corporation organized in) (limited liability company organized in) __________________________ with a business address at ____(the "Franchisee").

RECITATIONS

A. Franchisor and its affiliate, as a result of the expenditure of time, skill, effort, and money, have developed and own a unique system (the "System") related to the establishment, development, opening, and operation of a massage Boutique business (each, a "Boutique") that actively promotes, offers and provides massage therapy sessions that are conducted from a seated or lie-down position by Boutique personnel that are licensed to provide massage services (each, "Massage Therapist"), as well as herbal therapy, crystal healing, and other spa-associated services Franchisor authorizes (collectively, the "Approved Services"), and certain associated beauty and/or relaxation products for the home, body or otherwise and any other products Franchisor authorizes Franchisee to sell at retail from the Boutique (the "Approved Products"), all while utilizing the then-current proprietary marks Franchisor designates that currently includes THE NOW mark (the "Proprietary Marks").

B. Franchisor's System is comprised of various proprietary and, in some cases, distinguishing elements such as: proprietary methodology and procedures for the establishment and operating procedures of the Franchised Business; instructions and System standards regarding the methodology used in providing certain of the Approved Services, as well as offering and selling certain Approved Products; existing relationships with suppliers of certain of the Approved Products, as well as various items and services you will need to purchase and/or utilize in connection with the establishment and/or ongoing operation of the Franchised Business; site selection guidelines and criteria, as applicable, for the Franchised Business; standards and specifications for the design, layout and construction of the interior and exterior of a typical Boutique; standards and specifications associated with trade dress and décor of a typical Boutique; standards and specifications for the furniture, fixtures and/or equipment located within the Franchised Business; established relationships with approved or designated suppliers for certain inventory and other supplies/ingredients necessary to provide the Approved Services; and standards and specifications for advertising, bookkeeping, sales and other aspects of operating a Franchised Business. Franchisor may change, improve, further develop, or otherwise modify the System from time to time, as Franchisor deems appropriate in Franchisor's discretion.

C. The System and Boutiques are identified by Franchisor's Proprietary Marks, including its current principal marks THE NOW and NOW MASSAGE, as well as certain other trade names, trademarks, service marks and trade dress, all of which Franchisor owns or has obtained a license to use and license others to use in connection with the System. The parties agree and acknowledge that Franchisor has established substantial goodwill and business value in its Proprietary Marks, expertise, and System.

D. Franchisor is in the business of granting qualified individuals and entities a franchise for the right to independently own and operate a single Boutique utilizing the Proprietary Marks and System at a location that Franchisor approves in writing.

E. Franchisee recognizes the benefits derived from being identified with Franchisor, appreciates and acknowledges the distinctive and valuable significance to the public of the System and the Proprietary Marks, and understands and acknowledges the importance of Franchisor's high and uniform standards of quality, appearance, and service to the value of the System.

F. Franchisee desires to acquire a franchise for the right to operate a single franchised Boutique from an approved location, and has submitted an application to obtain such a franchise from Franchisor.

G. Franchisor is willing to grant Franchisee the right to operate a Boutique based on the representations contained in the franchise application and subject to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. ACKNOWLEDGEMENTS AND REPRESENTATIONS OF FRANCHISEE

A. Any and all applications, financial statements, and representations submitted to Franchisor by Franchisee, whether oral or in writing, were complete and accurate when submitted and are complete and accurate as of the date of execution of this Agreement unless the same has been otherwise amended in writing. Franchisee states that he/she is not presently involved in any business activity that could be considered competitive in nature, unless heretofore disclosed to Franchisor in writing.

B. Franchisee represents and warrants that Franchisee (i) is not a party to or subject to any order or decree of any court or government agency which would limit or interfere in any way with the performance by Franchisee of the obligations under this Agreement and that Franchisee is not a party, and (ii) has not within the last ten (10) years been a party, to any litigation, bankruptcy, or legal proceedings other than those heretofore disclosed to Franchisor in writing.

C. Franchisee agrees and acknowledges that: (i) Franchisor may enter into franchise agreements with other franchisees that may contain provisions, conditions, and obligations that differ from those contained in this Agreement, including without limitation, franchise agreements for the operation of a Boutique (franchised or otherwise); and (ii) the existence of different forms of agreement and the fact that Franchisor and other franchisees may have different rights and obligations does not affect the parties' duty to comply with the terms of this Agreement.

2. GRANT OF FRANCHISE

A. Grant of Franchise. Franchisor hereby grants Franchisee, subject to the terms, conditions, and obligations of this Agreement, a non-exclusive right and license to use the Proprietary Marks and receive the other benefits of the System in connection with the establishment and operation of a single franchised Boutique (the "Franchised Business").

B. Approved Premises. The Franchised Business must be operated from a single location that Franchisor reviews and approves in writing (the "Premises").

i. If the parties have not agreed on a Premises as of the date this Agreement is executed, Franchisor will designate a general marketing area (the "Site Selection Area") on the data sheet attached to this Agreement as Exhibit A (the "Data Sheet") wherein Franchisee must locate and secure the Premises as detailed in Section 6(A) of this Agreement.

ii. Franchisee acknowledges and agrees that: (i) it does not have any territorial rights within the Site Selection Area; (ii) Franchisor may permit other new franchisees to search for the location of their franchised Boutique within the same Site Selection Area that is assigned to Franchisee under this Agreement if Franchisor determines that the Site Selection Area is large enough to contain additional franchises; and (iii) potential locations for each franchised Boutique, and resulting Designated Territories (as defined below), within the Site Selection Area will be reviewed and rejected/granted on a first-to-propose basis.

iii. Once the Franchisor approves the Premises of the Franchised Business, the location will be set forth in the Data Sheet.

C. Relocation of Premises. Franchisee may only use the Premises to operate the Franchised Business. Franchisee may not relocate the Franchised Business to any location other than the Premises without Franchisor's prior written consent, which Franchisor will not unreasonably withhold, provided: (i) Franchisee secures an alternate location for the Franchised Business within the Designated Territory (as defined below) that meets Franchisor's then-current site selection criteria for the premises of the Franchised Business; and (ii) Franchisee pays Franchisor a relocation fee amounting to One Thousand Dollars ($1,000) plus the costs and expenses Franchisor incurs in connection with evaluating and approving the relocation request.

D. Designated Territory. Upon locating and securing a Premises, Franchisor will designate a geographical area surrounding the Premises wherein Franchisor will not open or establish, or license a third party the right to open or establish, another Boutique from a physical location that utilizes the System and Proprietary Marks (the "Designated Territory"), for so long as Franchisee is in compliance with this Agreement. The boundaries of the Designated Territory once determined by Franchisor, if any, will be set forth in the Data Sheet.

E. Rights Not Granted. Franchisee acknowledges and agrees that this Agreement does not afford Franchisee any rights or options to open any additional Boutiques and that Franchisee does not have any right to sub-license or subfranchise any of the rights granted hereunder. Franchisee may not use the Proprietary Marks or System for any purpose other than promoting and operating the Franchised Business at the Premises. Franchisor will have sole discretion as to whether it decides to grant Franchisee the right to open any additional Boutiques, each of which will be governed by a separate form of Franchisor's then-current franchise agreement.

F. Reservation of Rights. Notwithstanding anything contained in this Agreement, Franchisor and its parent/affiliates reserve the exclusive right to conduct the following activities under the Franchise Agreement and/or Development Agreement (as appropriate): (i) establish and operate, and license any third party the right to establish and operate, other Boutiques and Franchised Businesses using the Marks and System at any location outside of Franchisee's Designated Territory(ies) and, if applicable, Development Area; (ii) market, offer and sell products and services that are similar to the products and services offered by the Franchised Business under a different trademark or trademarks at any location, within or outside the Designated Territory(ies) and, if applicable, the Development Area; (iii) use the Marks and System, as well as other such marks Franchisor designates, to distribute any Approved Products and/or Approved Services in any alternative channel of distribution, within or outside the Territory(ies) and Development Area (including the Internet, mail order, catalog sales, toll-free numbers, wholesale stores, etc.), as further described below; to (a) acquire, merge with, be acquired by, or otherwise affiliate with, any other company, and (b) have Franchisor or any successor/acquiring entity own and operate, and franchise or license others to own and operate, any business of any kind, including, without limitation, any business that offers products or services the same as or similar to the Approved Products and Approved Services (but under different marks), within or outside Franchisee's Designated Territory(ies) and, if applicable, Development Area; (v) market, offer and provide the Approved Services directly to personnel in their respective residence, office or other location of choice and not from a physical location, anywhere inside or outside of the Designated Territory; (vi) own and operate Boutiques in "Non-Traditional Locations" including, but not limited to, airports, malls, any captive venue that requires a ticket or other membership to access, military bases, academic institutions, hospitals, sports arenas and stadia, train stations, casinos, both within or outside Franchisee's Designated Territory(ies) and, if applicable, Development Area; and (vii) use the Marks and System, and license others to use the Marks and System, to engage in any other activities not expressly prohibited in Franchisee's Franchise Agreement and, if applicable, Franchisee's Development Agreement.

G. Modification of System. Franchisor reserves the right to supplement, revise or otherwise modify the System or any aspect/component thereof, and Franchisee agrees to promptly accept and comply with any such addition, subtraction, revision, modification or change and make such reasonable expenditures as may be necessary to comply with any change that Franchisor makes to the System.

3. TERM AND RENEWAL

A. Initial Term. Unless previously terminated pursuant to this Agreement, the term of this Agreement shall be for a period of ten (10) years ("Initial Term") commencing as of the Opening Date (see Exhibit A, Data Sheet).

B. Renewal Requests and Conditions. Franchisee may submit a request to renew this Agreement for up to two (2) additional, consecutive terms of ten (10) years each, and must provide each request to renew no less than six (6) months and no more than twelve (12) months prior to the end of the then-current term. Failure to provide such notice to Franchisor will be deemed an indication that Franchisee does not wish to renew the franchise relationship. Franchisor shall not unreasonably withhold its approval of such requests for renewal, provided Franchisee complies with the following conditions:

1. At the time the renewal request is made, Franchisee is not in default of any provision of this Agreement, any amendment thereof or successor hereto, or any other agreement between Franchisee and Franchisor or the landlord of the Premises. Franchisee must also have complied with the terms and conditions of all the foregoing agreements during the term of this Agreement, as Franchisor determines in its reasonable discretion.

2. All obligations owed by Franchisee to Franchisor, its affiliates and landlord of the Premises must have been satisfied at the time of the renewal request, and must have been timely performed throughout the term of this Agreement.

3. Franchisee must execute Franchisor's then-current form of franchise agreement, which may contain materially different terms and conditions from those contained in this Agreement, within thirty (30) days of the date Franchisee is provided with Franchisor's then-current form of franchise agreement.

4. Franchisee pays Franchisor a renewal fee amounting to Ten Thousand Dollars ($10,000.00)

at least ninety (90) days prior to the expiration of the then-current term.

5. Franchisee executes a general release under seal, in a form satisfactory to Franchisor, of any and all claims it may have against Franchisor and its officers, directors, shareholders, and employees in their corporate and individual capacities, including without limitation, all claims arising under any federal, state, or local law, rule, or ordinance.

6. Franchisee must have participated in and supported the training procedures, purchasing, marketing, advertising, promotional, and other operational and training programs recommended or provided by Franchisor to the satisfaction of Franchisor.

7. Franchisee or transferee agrees, at its sole cost and expense, to re-image, renovate, refurbish, and modernize the Premises and Boutique within the time frame required by Franchisor, including the design, equipment, signs, interior and exterior décor items, displays, inventory assortment and depth, fixtures, furnishings, trade dress, color scheme, presentation of trademarks and service marks, supplies, and other products and materials, as necessary to meet Franchisor's then-current System standards, specifications, and design criteria for a newly-opened System Boutique.

4. FEES AND PAYMENTS

A. Overview of Fees and Amounts Payable by Franchisee. In consideration of the rights and license granted herein, Franchisee agrees and acknowledges that it must pay the following amounts to Franchisor or, as noted below, the supplier that Franchisor designates or approves in writing (each, an "Approved Supplier"):

1. *Initial Franchise Fee.* Upon execution of this Agreement, Franchisee must pay Franchisor an initial franchise fee amounting to Sixty Thousand Dollars ($60,000.00) (the "Initial Franchise Fee"), which fee shall be deemed fully earned and non-refundable under any circumstances upon payment.

2. *Initial Training Fee.* Franchisee must pay Franchisor a fee of $15,000 (the "Initial Training Fee") as consideration for the pre-opening training program that Franchisee is required to complete prior to opening the Franchised Business (the "Initial Training Program") comprised of (a) training that Franchisee and any designated manager of the franchised Boutique must complete at Franchisor's then-current training location (the "Corporate Training"), and (b) certain on-site training and assistance that is provided by Franchisor's personnel on-site at the Premises prior to and/or around the time the Franchised Business is scheduled to open (the "Initial On-Site Training") and which Franchisee and all prospective Massage Therapists and initial personnel of the Franchised Business must participate in and complete (the "Franchisee Training Team"). The Training Fee is due upon execution of the Franchise Agreement and is not refundable under any circumstances.

3. *Royalty Fee.* Franchisee must pay Franchisor an ongoing royalty fee amounting to the greater of (a) 6% of the Gross Sales of Franchisee's Franchised Business, or (b) a minimum of $2,500 per month (collectively, the "Royalty" or "Royalty Fee").

a. Franchisor will waive the minimum Royalty due hereunder during the 12- month period following the earlier of (a) the date the Franchised Business is actually opened, and (b) the date Franchisee is required to open the Franchised Business hereunder or, if applicable, under any form of area development agreement that Franchisee has executed in connection with the Franchised Business.

b. In the event the Royalty Fees paid to Franchisor in connection with a given month of Boutique operations does not amount to at least $2,500, then Franchisor will have the right to collect a shortfall payment via Franchisee's EFT account (discussed more fully below in this Section) amounting to (a) $2,500, less (b) the Royalty Fees actually paid to Franchisor in connection with the Franchised Business in connection with that month of operations.

c. The Royalty Fee, as well as all other recurring fees described in this Agreement, may be collected or remitted directly to Franchisor using any of the methods described more fully in Section 4(B) of this Agreement.

4. *Fund Contribution.* Franchisee must contribute to the brand development fund that Franchisor establishes for purposes of marketing, advertising, promoting and otherwise developing the System, Proprietary Marks and/or brand generally (the "Fund") in an amount equal to two percent (2%) of the Gross Sales of the Franchised Business (the "Fund Contribution").

5. *Digital Marketing Requirement.* Franchisor reserves the right to collect $17,500 upon execution of this Agreement and thereafter Franchisee must pay a minimum of $1,500 of Franchisee's monthly "Local Marketing Requirement", as described more fully in Section 9 of this Agreement, as consideration for (a) digital marketing management and placement services that Franchisor as Franchisor determines appropriate and in accordance with Franchisor's then-current System practices, standards and specifications (the "Digital Marketing Requirement"). The Digital Marketing Requirement will commence when Franchisee acquires a Certificate of Occupancy in connection with the Premises of the Franchised Business, unless Franchisor agrees otherwise in writing.

6. *Technology Fee.* Franchisee must pay Franchisor or its Approved Supplier a technology fee in connection with technology products or services Franchisor determines to (a) associate or utilize in connection with the System, and (b) use the Technology Fee to cover all or certain portion of the corresponding costs (the "Technology Fee").

7. *Merchant Processing Fee*. Franchisee must pay Franchisor or its Approved Supplier the then-current merchant processing fee in connecting with merchant processing and other services (the "Merchant Processing Fee").

8. *All Other Amounts Due in Connection with the Franchised Business.* In addition to the specified fees and amounts above, Franchisee will be required to pay or expend in connection with: (i) the local advertising and promotion of the Franchised Business via Franchisee's local marketing requirement set forth in Section 9 of this Agreement (the "Local Marketing Requirement"); (ii) any and all ongoing training or tuition fees described herein; (iii) building out and constructing the Franchised Business, including all initial inventory and suppliers necessary to commence operations; (iv) a monthly music licensing fee; and (v) the items and services that Franchisee will be required to obtain and/or maintain throughout the term of this Agreement in accordance with Franchisor's System standards and specifications. Franchisor may require Franchisee to purchase any of the foregoing items or services from Franchisor, its affiliate or any other Approved Supplier.

B. Method of Payment; EFT Account Authorization.

1. *Payment Collection Methods.* Franchisor reserves the right to collect any and all fees described in Section 4(A) that are not paid upon execution of the Franchise Agreement via any method that Franchisor

determines appropriate, including without limitation: (i) by collecting the amounts owed directly through the business management software, point-of-sale ("POS") and/or payment processing software that Franchisor designates for use in connection with the Franchised Business before the balance of any Gross Sales collected via such software is remitted to Franchisee; and/or (ii) via an electronic funds transfer program (the "EFT Program") under which Franchisor automatically deducts all payments owed to Franchisor under this Agreement, or any other agreement between Franchisee and Franchisor or its affiliates, from the bank account Franchisee provides to Franchisor for use in connection with EFT Program (the "EFT Account").

2. *EFT Program Participation.* In the event any amounts are collected from or remitted to Franchisee via an EFT Program, Franchisee must immediately deposit all revenues from operation of the Franchised Business into this bank account immediately upon receipt, including cash, checks, and credit card receipts. At least ten (10) days prior to opening the Franchised Business, Franchisee shall provide Franchisor with: (i) Franchisee's bank name, address and account number; and (ii) a voided check from such bank account. Contemporaneous with the execution of this Agreement, Franchisee shall sign and provide to Franchisor and Franchisee's bank, all documents, including Franchisor's form of EFT Authorization Form attached as Exhibit D to this Agreement, necessary to effectuate the EFT Program and Franchisor's ability to withdraw funds from such bank account via electronic funds transfer. Franchisee shall immediately notify Franchisor of any change in Franchisee's banking relationship, including any change to the EFT Account.

C. Franchisor's Right to Access Required Software and Other Computer System Components. Franchisor may, without notice to Franchisee, have the right to independently and remotely access and view and access any (a) business management, POS, payment processing or other software that Franchisor requires or designates for use in connection with the Franchised Business, and/or (b) any other component of the computer system Franchisor requires for use in connection with the Franchised Business (collectively, the "Computer System") operations (collectively, the "Required Software") via the Internet or other electronic means or by visiting the Boutique, in order to obtain Gross Sales and other available information that Franchisor reasonably requests about the Franchised Business. Franchisee must obtain and use the Computer System hardware, software and other components that Franchisor prescribed for use in connection with the Franchised Business, and utilize and participate in any intranet/extranet that Franchisor establishes in connection with the System.

D. Gross Sales Definition. For purposes of this Agreement, the "Gross Sales" means the total revenue and receipts derived from the operation of by the Franchised Business, including, but not limited to, all (a) revenue generated from the sale and provision of massage services, membership fees, fees for optional member services and charges, gift card sales, and revenue derived from sales of other Approved Services and/or Approved Products via the Franchised Business, and (b) proceeds from any business interruption insurance that Franchisee collects in connection with any inability to operate the Franchised Business, whether such revenues are evidenced by cash, check, credit, charge, account, barter or exchange. "Gross Sales" does not include (a) tips paid to Massage Therapists directly by clientele, whether by cash or credit card, that is not paid to the Franchised Business, and (b) the sale of products or services for which refunds have been made in good faith to customers or any reduction in revenue due to coupon or promotional sales., and (c) sales tax or other taxes collected from customers by Franchisee and paid directly to the appropriate taxing authority.

E. Right to Modify Payment Interval. The parties agree and acknowledge that Franchisor may designate and subsequently modify the interval at which it collects Franchisee's Royalty Fee, Fund Contribution and other recurring fees under this Agreement upon written notice. In such event, Franchisee's reporting obligations may also be modified by Franchisor accordingly.

F. Late Payments; Non-Sufficient Funds or Dishonored Check. If any payment due under this Agreement is not received by Franchisor by the scheduled date due, Franchisee shall be in default under this Agreement. If any payment is overdue, interest begins to accrue on the due date of any payment that has not been timely received or is not paid in full. Franchisee shall pay interest to the Franchisor, in addition to the overdue amount, at a rate of the greater of (a) 1.5% per month (18% per year), or (b) highest commercial contract interest rate applicable laws permit. Franchisee must pay Franchisor $100 if a check that Franchisee provides to Franchisor is dishonored by the bank or if Franchisee's EFT Account does not have sufficient funds to cover amounts owed to Franchisor under the Franchise Agreement.

G. Taxes Owed by Franchisee. No payments to be made to Franchisor by Franchisee, whether for royalties, advertising, merchandise, special programs, or otherwise, may be reduced on account of the imposition by any federal, state, or local authority of any tax, charge, or assessment, or by any claim Franchisee may have against Franchisor. All taxes, charges, or assessments shall be paid by Franchisee to the taxing authorities when due, in addition to the amounts due to Franchisor. Franchisor shall be responsible for all taxes, charges, or assessments that are assessed and accessible under applicable law against Franchisor by a relevant taxing authority in connection with the revenue the Franchisor actually collects and receives from Franchisee in connection with this Agreement.

H. Inability to Operate Franchised Business. If Franchisee is unable to operate the Franchised Business due to damage or loss to the Premises caused or created by a casualty, act of God, condemnation, or other condition over which Franchisee has no control, then Franchisor, in its sole determination, may elect to waive the Royalty Fee for a period no greater than one hundred twenty (120) days commencing with the month in which the Franchisee gives Franchisor notice of the damage or loss.

I. Security Interest. Franchisee hereby grants to Franchisor a security interest in all of Franchisee's interests in the real estate where the franchise is located (if Franchisee purchases its Premises), and all improvements to that real estate if the Franchised Business. Franchisee further grants to Franchisor a security interest in all furniture, furnishings, equipment, fixtures, inventory, and supplies located at or used in connection with the Franchised Business, whether now or hereafter leased or acquired, together with all attachments, accessions, accessories, additions, substitutions, and replacements therefore, as well as all cash and non-cash proceeds derived from insurance, the disposition of any such collateral to secure payment and performance of all debts, liabilities, and obligations of any kind of Franchisee to Franchisor under this Agreement, whenever and however incurred, any promissory note given by Franchisee to Franchisor, or any other agreement between them. Franchisee hereby authorizes Franchisor to file and record all financing statements, financing statement amendments, continuation financing statements, fixture filings, and other documents necessary or desirable to evidence, perfect, and continue the priority of the security interests granted herein. Franchisee agrees and understands that it must promptly execute and deliver any such documents to Franchisor upon request. Franchisor will agree to subordinate its security interest to any security interest of a lender that provides Franchisee purchase money financing to acquire assets and/or leased equipment required to start the Franchised Business, if the secured party agrees with Franchisor in writing that in the event of any default by Franchisee, Franchisor shall have the right at Franchisor's option to be substituted as obligor to the secured party and to cure any default.

5. DUTIES OF FRANCHISOR

A. Initial Training Program. Subject to Franchisee's payment of all initial amounts owed to Franchisor upon execution of the Franchise Agreement, Franchisor shall offer and make available an initial training program (the "Initial Training Program") for up to three (3) persons designated by Franchisee tuition-free, provided these individuals attend at the same time. One of the trainees must be Franchisee (or one of Franchisee's principals responsible for the Franchised Business if Franchisee is an entity) and, if applicable, the other attendee must be Franchisee's designated manager that will be responsible for the day to day management of the Franchised Business (the "Boutique Manager"). The Initial Training Program will be conducted at Franchisor's corporate training location or other Boutique that Franchisor designates, subject to the schedules and availability of Franchisor's training personnel. Franchisor will provide the Initial Training Program to additional owners of Franchisee or managers of the Franchised Business (subject to the availability of Franchisor's staff), provided Franchisee pays Franchisor its then-current initial training fee for each individual that attends in addition to the first three (3) persons (as well as any expenses incurred). Franchisor will provide the Initial Training Program to additional owners of Franchisee or managers of the Franchised Business (subject to the availability of Franchisor's staff), provided Franchisee pays Franchisor its then-current initial training fee for each individual that attends in addition to the first three (3) persons (as well as any expenses incurred).

B. Replacement Personnel Training. Franchisor will also provide the Initial Training Program to any replacement personnel or those who attend but fail to complete the program as well, provided Franchisee pays Franchisor's then-current initial training fee (as well as any costs and expenses incurred).

C. Additional and Refresher Training. Franchisor may, as it deems appropriate in its discretion, develop additional and refresher training courses, and require Franchisee and its management to attend such courses. Franchisor may require Franchisee and its designated attendees to pay its then-current training tuition fee in connection with attending additional/refresher training (in addition to Franchisee's obligation to pay for any expenses incurred). Franchisor will not require Franchisee and its management to attend more than five (5) days of additional/refresher training each year.

D. Manual(s); System Sites. Franchisor will loan Franchisee one (1) copy of its proprietary and confidential operations manual prior to the opening of the Franchised Business, as well as any other instructional manuals as Franchisor deems appropriate (collectively, the "Manuals"). Franchisor will also provide Franchisee with access to a list of: (i) all furniture, fixtures, equipment, inventory, supplies and other items that Franchisee is required to purchase or lease in connection with the establishment and ongoing operation of the Franchised Business (collectively, the "Required Items"); (ii) a list of all suppliers from which Franchisee must purchase or lease any Required Items (collectively, the "Approved Suppliers"); and (iii) a list of the Approved Products and Approved Services then- authorized by Franchisor that Franchisee is authorized to offer, sell or provide at and from the Franchised Business. The foregoing lists may be provided as part of the Manuals or otherwise in writing prior to opening, and Franchisor has the right to revise, supplement or otherwise modify these lists and the Manuals at any time upon written notice to Franchisee.

E. System Site(s). Franchisor may also establish and maintain a website portal or other intranet for use by Franchisee and other Boutique owners (the "Now Web Portal"), wherein Franchisor may post content that will automatically become part of, and constitute a supplement to, the Manuals, all of which Franchisee must strictly comply with promptly after such content is posted or otherwise listed on the Now Web Portal. In the event Franchisee or its personnel saves or prints out a hard copy of any Manual, then such electronic/hard versions of said Manual must be immediately returned upon expiration or termination of this Agreement for any reason (and never used for any competitive purpose). The provisions of this Section shall survive the term of this Agreement.

F. Proposals Regarding Premises; Site Selection Criteria. Franchisor will provide Franchisee with site selection assistance and guidance with regards to Franchisee's selection of a Premises for the Franchised Business, including Franchisor's then-current site selection criteria, as it deems appropriate in its sole discretion. Franchisor may require that Franchisee use an Approved Supplier for site selection assistance. Franchisor will also review and approve of any location the Franchisee proposes for the Franchised Business. Franchisor must approve of Franchisee's proposed location, as well as the lease for the Premises (the "Lease") or purchase agreement for the location, prior to Franchisee entering into any such agreement for that location to serve as the Premises of the Franchised Business. Franchisor may condition its approval of any Lease for the proposed Premises on the landlord's execution of the form of collateral assignment of lease and addendum attached to this Agreement at Exhibit C. Franchisor will use reasonable efforts to review and approve of any proposed Premises location and corresponding Lease within thirty (30) days of receiving all reasonably requested information from Franchisee.

G. Initial Marketing Spend; Pre-Opening Support Program. Franchisor may assist Franchisee, as it deems appropriate in its discretion, in developing and conducting an initial marketing plan designed to generate pre-opening leads for prospective clientele and/or conversion of those leads, and (b) otherwise promote the Franchised Business within the Designated Territory (the "Pre-Opening Support Program"), which program will be conducted at Franchisee's expense utilizing the initial marketing spend described in Section 9 of this Agreement (the "Initial Marketing Spend").

H. Continuing Assistance. Franchisor may, as it deems appropriate and advisable in its sole discretion, provide continuing advisory assistance in the operation of the Franchised Business. Franchisor's determination not to provide any particular service, either initial or continuing, shall not excuse Franchisee from any of its obligations under this Agreement.

1. Franchisor may provide such assistance via group webinar, telephone, fax, intranet communication, app or any other communication channel Franchisor deems appropriate, subject to the availability and schedules of Franchisor's personnel.

2. In the event Franchisee requests that Franchisor provide any type of assistance or training on-site at the Franchised Business, then Franchisee may be required to pay Franchisor's then-current training tuition fee in connection with such training (in addition to reimbursing Franchisor for any costs/expenses that Franchisor's personnel incurs in connection with providing such assistance).

I. Review of Advertising Materials. Franchisor will review and approve/reject any advertising or marketing materials proposed by Franchisee in connection with the Franchised Business as described in Section 9 of this Agreement.

J. Website. For so long as Franchisor has an active website containing content designed to promote Franchisor's brand, System and Proprietary Marks (collectively, the "Website"), Franchisor will list the contact information of the Franchised Business on this Website, provided Franchisee is not in material default under this Agreement. Franchisor may also provide Franchisee with one or more email address(es), as it deems appropriate in its discretion, which Franchisee must use only in connection with the Franchised Business.

K. Private Label Products. Franchisor may directly, or indirectly through Franchisor's affiliates or designated vendors, develop and provide Franchisee with private label products or other merchandise bearing the Proprietary Marks to be used by Franchisee and/or offered and sold by Franchisee as part of the Approved Services that are provided at the Franchised Business. Franchisee may be required to purchase these items from Franchisor or any other Approved Supplier that Franchisor designates.

L. Inspections of the Franchised Business and Premises. Franchisor will, as it deems appropriate in its sole discretion, conduct inspections and/or audits of the Franchised Business and, upon 48 hours' notice, of the Premises to ensure that Franchisee is operating its Franchised Business in compliance with the terms of this Agreement, the Manuals and the System standards and specifications. Such inspections may include inspections of the Premises and inspecting any and all books and records, and conducting mystery shop services. Inspections of the Premises will only occur during normal business hours and will only involve the physical area of the Premises specifically devoted to the Franchised Business. Franchisee is solely responsible for ensuring that the Franchised Business is being operated in compliance with all applicable laws and regulations. Franchisor reserves the right to be reimbursed the fee charged by the supplier of the mystery shop program if Franchisee fails a mystery shop inspection as well as any reinspection costs.

M. Administration of Fund. If and when established, Franchisor will administer the Fund as it deems advisable to the System in its sole discretion as described more fully in Section 9 of this Agreement.

N. No Assumption of Liability. Franchisor shall not, by virtue of any approvals or advice provided to the Franchisee under this Agreement, including site selection or other approval provided under this Section 5, assume any responsibility or liability to Franchisee or to any third party to which it would not otherwise be responsible or liable. Franchisee acknowledges that any assistance (including site selection and project oversight) provided by Franchisor or its designee in relation to the selection or development of the Premises is only for the purpose of determining compliance with System standards and does not constitute a representation, warranty, or guarantee, express, implied or collateral, regarding the choice and location of the Premises , that the development of the Premises is free of error, nor that the Franchised Business is likely to achieve any level of volume, profit or success.

O. Delegation of Duties. Franchisee acknowledges and agrees that any designee, employee, or agent of Franchisor may perform any duty or obligation imposed on Franchisor by the Agreement, as Franchisor may direct.

P. Franchisee Acknowledgement Regarding Franchisor's Fulfillment of Pre-Opening Obligations. If Franchisee believes Franchisor has failed to provide adequate pre-opening services as provided in this Agreement, Franchisee shall notify Franchisor in writing within sixty (60) days following the opening of the Franchised Business. Absent such notice to Franchisor, Franchisee acknowledges, agrees and grants that Franchisor fully complied with all of its pre-opening and opening obligations set forth in this Agreement.

Q. Annual Conference. Franchisor may establish and conduct an annual conference for Boutique owners and operators, and may require Franchisee to attend this conference for no more than five (5) days each year. Franchisee will be solely responsible for all expenses incurred in attending the annual conference (including any employee wages).

6. DUTIES OF FRANCHISEE

A. Securing a Premises. Franchisee must secure a Premises within the Designated Territory within six (6) months of executing this Agreement, unless Franchisor agrees to an extension of time in writing. If Franchisor has designated an Approved Supplier for site selection assistance, then it is strongly recommended that Franchisee use this Approved Supplier. If Franchisee is entering into a Lease for the proposed Premises, the form of Lease must be approved by Franchisor and Franchisee must ensure that the Lease contains the following terms as a condition to Franchisor's approval thereof:

1. The leased Premises will only be used as a Franchised Business offers only the Approved Products and Approved Services designated otherwise approved by Franchisor.

2. Franchisor has the right to enter the Premises to make any modifications necessary to protect Franchisor's Proprietary Marks;

3. Upon Franchisor's request, the landlord shall supply Franchisor with a current copy of the Lease;

4. The landlord will notify Franchisor in writing of and upon the failure of Franchisee to cure any default by Franchisee under the Lease, and provide Franchisor with an opportunity to cure the default on behalf of Franchisee within a reasonable period of time;

5. Franchisor will have the option, but not the obligation, to assume or renew the Lease and the occupancy of the business premises, including the right to sublease to another party operating a franchised Boutique, for all or any part of the remaining term of the Lease upon: (i) Franchisee's default or termination under this Agreement; or (ii) Franchisee's default, termination, or expiration (and failure to renew) of the Lease. In connection with this assumption, Franchisor will not be obligated to pay to the landlord past due rent, common area maintenance, and/or other charges attributable to more than one (1) month. The landlord shall give Franchisor thirty (30) days upon termination of Franchisee's rights under the Lease to exercise this option, which Franchise must do in writing;

6. The Lease may not be amended, assigned, or terminated without Franchisor's prior written approval.

Upon the surrender of the Premises, Franchisee must conduct a physical inventory so that there is an accurate accounting of inventory, fixtures, furniture, supplies and equipment on hand, and shall provide a signed copy of this physical inventory to Franchisor as of the date of surrender of the Premises. Franchisor shall have the right to enter the Premises at its convenience and conduct said physical inventory on its own.

B. Lease Compliance. Franchisee must comply with both the Lease and any additional leasehold covenants and regulations of the building in which the Premises is located. In the event the landlord of the Premises terminates the Lease due to Franchisee's default thereunder, this termination will also constitute a material breach of this Agreement by Franchisee. In the event Franchisor provides appropriate notice as described in Section 6(A) above and assumes control of the Premises and the operation of the former Franchised Business upon the termination or expiration of the Lease, the future operation of that Boutique by Franchisor shall not be as an agent of Franchisee and Franchisor shall not be required to account to Franchisee as a result thereof.

C. Building Out and Opening Franchised Business. Franchisee must complete all construction and build-out of the Premises in a manner consistent with Franchisor's System standards, specifications and any agreed-upon plans and open the Franchised Business to the public no later than twelve (12) months after the date this Agreement is executed. Franchisor may recommend that Franchisee use an Approved Supplier for construction management services. Franchisor must provide its prior written consent before Franchisee may open the Franchised Business, and Franchisor reserves the right to inspect the construction and/or build-out of the Franchised Business at any reasonable time prior to the opening date. Should Franchisee fail to open the Franchised Business for operation within the prescribed period (or, if applicable, within any extended period of time Franchisor approves in writing), this Agreement will be deemed terminated upon written notice from Franchisor to Franchisee without the necessity of further action or documentation by either party.

D. Licenses and Permits for Franchised Business. Prior to opening, Franchisee must obtain and maintain (throughout the term of this Agreement) all required licenses, permits and approvals to establish, open and operate the Franchised Business at the Premises in the Designated Territory, including all required licenses and permits related to the offer and provide massage therapy services and the other Approved Products and Approved Services provided at the Franchised Business.

E. Licensing Requirements for Personnel. Franchisee must ensure that the applicable Approved Services provided at the Franchised Business are only conducted by individuals that have the necessary licenses and/or other certifications or approval, if any, necessary to provide the Approved Services at issue.

F. Provision of Authorized Services and Products Only. Franchisee must only offer and sell only the Approved Products and Approved Services at the Franchised Business. Franchisee may not offer or provide any other products/services and must not deviate from Franchisor's System standards and specification related to the manner in which the Approved Products and Approved Services are offered and sold without Franchisor's prior written consent. Franchisor has the right to add additional, delete or otherwise modify certain of the Approved Products and Approved Services from time to time in the Manuals and otherwise in writing, as it deems appropriate in its sole discretion. In the event of a dispute between Franchisee and Franchisor concerning Franchisee's right to carry any particular product or to offer any specific service, Franchisee will immediately remove the disputed products from inventory, remove the disputed service from those services offered at the Premises, or, if the same are not already in inventory or such services not yet being offered, will defer offering for sale such products and services pending resolution of the dispute.

G. Other Devices Prohibited at Premises. Franchisee is specifically prohibited from installing, displaying, or maintaining any vending machines, gaming machines, automatic teller machines, Internet kiosks, or any other electrical or mechanical device in the Boutique other than those Franchisor prescribes or approves.

H. Fixtures, Furniture, Signs and Inventory. Franchisee must maintain at all times during the term of this Agreement and any renewals hereof, at Franchisee's expense, the Premises and all fixtures, furnishings, signs, artwork, décor items and inventory therein as necessary to comply with Franchisor's standards and specifications as prescribed in the Manuals or otherwise in writing. Franchisee must also make such additions, alterations, repairs, and replacements to the foregoing as Franchisor requires. Franchisor will not require Franchisee to make material renovations or refurbishments to the Premises of the Franchised Business more than once every seven (7) years, unless such renovation/refurbishment is in connection with a renewal or transfer of this Agreement. The parties agree and acknowledge, however, that the limitation set forth in the preceding sentence will not apply to any request to modify the Proprietary Marks as provided for in this Agreement.

I. Compliance with Applicable Laws. Franchisee must at all times conduct and operate the Franchised Business in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. Franchisee will have sole authority and control over the day- to-day operations of the Franchised Business and Franchisee's employees and/or independent contractors. Franchisee agrees to be solely responsible for all employment decisions and to comply with all state, federal, and local hiring laws and functions of the Franchised Business, including without limitation, those related to hiring, firing, training, wage and hour requirements, compensation, promotion, record-keeping, supervision, and discipline of employees, paid or unpaid, full or part-time. At no time will Franchisee or Franchisee's employees be deemed to be employees of Franchisor or Franchisor's affiliates. This Section applies to Franchisee's obligations with respect to the Lead Referral Program and account takeover programs as set forth more fully in this Agreement. Franchisee must retain and pay the then-current fee for Franchisor's Approved Supplier for Franchisee's employees' background checks, including, but not limited to, employment verification vendors.

J. Required Items. Franchisee must: (i) purchase any and all Required Items that Franchisor designates for use in connection with the Franchised Business, including without limitation, all products, supplies, inventory, fixtures, Computer System, parts, and materials required for the operation of the Franchised Business; (ii) ensure that all Required Items meet Franchisor's standards and specifications; and (iii) purchase all items Franchisor specifies from the Approved Supplier(s) that Franchise designates, which may include Franchisor or its affiliate(s). Franchisee agrees and acknowledges that Franchisor and/or its affiliates may derive revenue from Required Item purchases.

K. Alternative Supplier Approval. If Franchisee wishes to purchase any unapproved item, including inventory, and/or acquire approved items from an unapproved supplier, Franchisee must provide Franchisor the name, address and telephone number of the proposed supplier, a description of the item Franchisee wishes to purchase, and the purchase price of the item, to the extent known. Franchisee must then follow Franchisor's procedure for evaluating and approving such request and pay Franchisor's product/supplier evaluation fee, in an amount not to exceed $500 per request. At Franchisor's request, Franchisee must also provide Franchisor, for testing purposes, a sample of the item Franchisee wishes to purchase. If Franchisor incurs any costs in connection with testing a particular product or evaluating an unapproved supplier at Franchisee's request, Franchisee must reimburse Franchisor for Franchisor's reasonable testing costs, regardless of whether Franchisor subsequently approves the item or supplier. Franchisor will use commercially reasonable efforts to notify Franchisee in writing whether or not Franchisee's request is approved or denied within thirty (30) days of: (i) Franchisor's receipt of all supporting information from Franchisee regarding Franchisee's request under this Section; and (ii) if applicable, Franchisor's completion of any inspection or testing associated with Franchisee's request. If Franchisor does not provide written approval within this time period, then Franchisee's request will be deemed denied. Franchisor may, but is not obligated to, provide Franchisee's proposed supplier with its specifications for the item that Franchisee wishes the third-party to supply, provided that third-party executes Franchisor's prescribed form of non-disclosure agreement. Each supplier that Franchisor approves must comply with Franchisor's usual and customary requirements regarding insurance, indemnification and non-disclosure. If Franchisor approves any supplier, Franchisee may enter into supply contracts with such third party, but under no circumstances will Franchisor guarantee Franchisee's performance of any supply contract. Franchisor may re-inspect and revoke Franchisor's approval of particular products or suppliers when Franchisor determines, in Franchisor's sole discretion, that such products or suppliers no longer meet Franchisor's standards. Upon receipt of written notice of such revocation, Franchisee must cease purchasing products from such supplier. Nothing in this Section shall be construed to require Franchisor to approve any particular supplier. Franchisor may base Franchisor's approval of any such proposed item or supplier on considerations relating not only directly to the item or supplier itself, but also indirectly to the uniformity, efficiency, and quality of operation Franchisor deems necessary or desirable in Franchisor's System as a whole. Franchisor has the right to receive payments from suppliers on account of their dealings with Franchisee and other franchisees and to use all amounts Franchisor receives without restriction (unless instructed otherwise by the supplier) for any purposes Franchisor deems appropriate.

L. Computer Issues. Franchisee acknowledges and agrees that Franchisee is solely responsible for protecting itself from computer viruses, bugs, power disruptions, communication line disruptions, internet access failures, internet content failures, date- related problems, and attacks by hackers and other unauthorized intruders in connection with the operation of the Franchised Business.

M. Promotional Materials Display. Franchisee must openly and prominently display franchise promotional materials provided or designated by Franchisor and participate in any ongoing System-wide sales, specials or other promotions that Franchisor designates.

N. Initial Training Program and Other Training/Conference Attendance. Franchisee and each of its management personnel must attend and successfully completed the Initial Training Program within at least thirty (30) days prior to the "soft opening" of the Franchised Business, and must pay Franchisor the appropriate initial training tuition fees for any person(s) that attend the program other than the first three (3) individuals. Franchisee must also cover all costs associated with personnel of Franchisee attending the Initial Training Program. Franchisor will offer training at its corporate offices and on-site at the Franchised Business. Franchisee must also complete any additional or refresher training the Franchisor is permitted to require Franchisee to attend each year, and Franchisee must attend Franchisor's annual conference if conducted. Any failure to attend and complete the Initial Training Program or other training/conferences described in this Section will be a material default of this Agreement and grounds for termination if not cured within the appropriate cure period set forth in this Agreement (if any).

O. Training of Employees; Designating a Lead Therapist.

Franchisee or at least one (1) of Franchisee's personnel that has successfully completed the Initial Training Program must conduct training classes for, and properly train, all of Franchisee's employees on sales, advertising, maintenance of the Premises, the Business Management System and related computer system components, as well as any other information that is relevant to each employee's role with the Franchised Business, including Franchisor's standards and specifications for operating the Franchised Business, as Franchisor may set forth in the Manuals or otherwise in writing. Further, at least one person that has completed the Initial Training Program must manage the Franchised Business at all times.

Franchisee must designate at least one (1) individual that is a Massage Therapist and that has completed the Initial On-Site Training as the lead therapist that will subsequently provide or assist in providing training and instruction to all other Massage Therapist personnel with respect to the provision of the Approved Services in accordance with System standards and specifications at the franchised Boutique.

P. Hours of Operation. Franchisee shall keep the Franchised Business open and in normal operation for such minimum hours and days as Franchisor may prescribe in the Manuals or otherwise in writing, and must ensure that the Franchised Business is sufficiently staffed.

Q. Image. Franchisee shall maintain the image of the Franchised Business at all times in accordance with Franchisor's standards and specifications, including: (i) ensuring that the Premises is maintained in a clean and orderly manner; and (ii) ensuring that all equipment, furniture and fixtures remain in good, clean condition and is properly displayed. Franchisor may require Franchisee to refurbish, renovate and/or otherwise substantively modify the interior of the Franchised Business, including the furniture, fixtures and equipment used at the Premises, no more than once every five (5) years (unless the change is required in connection with a renewal or transfer of this Agreement) so that the Premises and Franchised Business conform with Franchisor's then-current System standards and specifications for a new System Boutique.

R. Clientele Lists and Data/Agreements. Franchisee must (i) maintain a list of all of its current and former clients, as well as a copy of each such client's (a) membership agreement(s), and (b) history of Approved Services received at the Franchised Business; and (ii) make such lists and contracts available for Franchisor's inspection upon request. Franchisee must promptly return this information, which is deemed "Confidential Information" and Franchisor's exclusive property hereunder, to Franchisor upon expiration or termination of this Agreement for any reason. Franchisee acknowledges that Franchisor may have automatic access to any or all of this information via the Computer System and related software that Franchisor requires for use in connection with the Franchised Business.

S. Promotional Prices; Pricing Guidelines. To the extent permitted under applicable law, Franchisee must use commercially reasonable efforts to follow Franchisor's general leasing/pricing guidelines but, as an independent contractor, Franchisee may exercise flexibility in meeting competition, offering membership specials, and adapting to local market conditions. Franchisor may request information from Franchisee that has been used to substantiate any reduction in pricing to meet market conditions.

T. Operation of Franchised Business and Customer Service. Franchisee shall manage and operate the Franchised Business in an ethical and honorable manner, and must ensure that all those working at the Franchised Business provide courteous and professional services to customers and always keep its customers' interests in mind while protecting the goodwill of the Proprietary Marks, System and the Franchised Business. Franchisee must handle all customer complaints and requests for returns and adjustments in a manner consistent with Franchisor's standards and specifications, and in a manner that will not detract from the name and goodwill enjoyed by Franchisor. Franchisee must consider and act promptly with respect to handling of customer complaints, and implement complaint response procedures that Franchisor outlines in the Manuals or otherwise in writing.

U. Access for Inspections/Audit. To determine whether Franchisee is complying with this Agreement, Manuals and the System, Franchisor and its designated agents or representatives may at all times and without prior written notice to Franchisee: (i) inspect the Premises; (ii) observe and monitor the operation of the Franchised Business for consecutive or intermittent periods as Franchisor deems necessary; (iii) interview personnel and customers of the Franchised Business; and (iv) inspect, audit and/or copy any books, records, and agreements relating to the operation of the Franchised Business, including all financial information. Franchisee agrees to cooperate with Franchisor fully in connection with these undertakings by Franchisor (if taken). If Franchisor exercises any of these rights, Franchisor will not interfere unreasonably with the operation of the Franchised Business.

V. Personal Participation by Franchisee. Franchisee must personally participate in the direct management operation of the Franchised Business on a full-time basis, unless Franchisee engages a Designated Manager that Franchisor approves in writing to manage the day-to-day operations of the Franchised Business when Franchisee is not present. If Franchisee designates a manager at any time, that manager must successfully complete the Initial Training Program prior to assuming any management responsibilities in connection with the Franchised Business. Regardless, Franchisee is solely responsible for all aspects of the operation of the Franchised Business and ensuring that all the terms, conditions, and requirements contained in this Agreement and in the Manuals are met and kept.

W. Credit Cards and Payment Methods. Franchisee agrees to accept credit cards at the Premises to facilitate sales, including Visa, MasterCard, American Express and Discover and any other major credit cards designated by Franchisor. Franchisee may also accept cash and/or checks in connection with the Franchised Business. Franchisee must comply with all applicable laws, regulations and rules related to credit card acceptance and processing, including Payment Card Industry (PCI) security standards.

X. Payments to Franchisor. Franchisee agrees to promptly pay Franchisor all payment and contributions that are due to Franchisor, its affiliates or any Approved Supplier.

Y. Employment Decisions. Franchisee agrees to be solely responsible for all employment decisions and to comply with all state, federal, and local hiring laws and functions of the Franchised Business, including without limitation, those related to hiring, firing, training, wage and hour requirements, compensation, promotion, record-keeping, supervision, and discipline of employees, paid or unpaid, full or part-time. Franchisee's employees must be competent, conscientious, and properly trained.

Z. Participate in Cross-Boutique Membership Session Reimbursement Program. Franchisee agrees to participate in the cross-Boutique membership session redemption program (the "Reimbursement Program") established by Franchisor whereby (a) for any membership session sold at one of Franchisee's Boutiques fulfilled at a Boutique operated by a different Franchisee (or by Franchisor), Franchisee will reimburse the operator of such other Boutique, on a monthly basis, the amount the customer paid Franchisee for such session per the customer's membership plan, minus a 15% handling/service fee, and (b) if Franchisee operates the Boutique where a customer receives such session, Franchisee agrees to accept from the operator of the Boutique where the membership session was purchased the amount the customer paid to such other operator, minus a 15% handling/service fee. Franchisor has the right to revise, change or otherwise modify the Reimbursement Program at any time upon written notice to Franchisee and Franchisee agrees to promptly accept and comply with any such revision, change or other modification of the Reimbursement Program.

7. PROPRIETARY MARKS

A. Ownership of Proprietary Marks. Franchisee acknowledges the exclusive ownership and/or right to use the Proprietary Marks by Franchisor, and Franchisee agrees that during the term of this Agreement and after its expiration or termination Franchisee will not directly or indirectly contest or aid in contesting the validity of the Proprietary Marks or the ownership or rights of the Proprietary Marks by Franchisor. Furthermore, Franchisee intends and hereby concedes that any commercial use Franchisee may make of the Proprietary Marks shall contribute and inure to the commercial use and benefit of Franchisor, which Franchisor may claim to strengthen and further secure ownership of the Proprietary Marks.

B. Permitted Use. It is understood and agreed that the use by Franchisee of Franchisor's Proprietary Marks applies only in connection with the operation of the Franchised Business at the Premises, and includes only such Proprietary Marks as are now designated, or which may hereafter be designated in the Manuals or otherwise in writing as part of the System (which might or might not be all of the Proprietary Marks pertaining to the System owned by the Franchisor), and does not include any other mark, name, or indicia of origin of Franchisor now existing or which may hereafter be adopted or acquired by Franchisor.

C. Use of Proprietary Marks in Advertising and Signage. To develop and maintain high, uniform standards of quality and service and thereby protect Franchisor's reputation and goodwill, as well as that of the System, Franchisee agrees to:

1. Operate and advertise the Franchised Business only under the Proprietary Marks authorized by Franchisor as specified in this Agreement or the Manuals; and

2. Maintain and display signage and advertising bearing the Proprietary Marks that reflects the current commercial image of the System and, upon notice from Franchisor, to immediately discard and cease use of Proprietary Marks or other imagery that has become obsolete and no longer authorized by Franchisor.

3. Upon Franchisor's request, Franchisee hereby covenants and agrees that it will affix in a conspicuous location in or upon the Premises, a sign containing the following notice: "This business is owned and operated independently by (*name of franchisee*) who is an authorized licensed user of the trademark, THE NOW, under a license agreement with The Now Franchise, LLC."

D. Proprietary Marks are Sole Property of Franchisor. Franchisee acknowledges that the Proprietary Marks, System, Manual, and all other information and items delivered to Franchisee by Franchisor pursuant to this Agreement or in furtherance of the System, including without limitation, video and audio tapes or disks, information communicated by electronic means, and intellectual property, are the sole and exclusive property of Franchisor, and Franchisee's right to use the same are contingent upon Franchisee's continued full and timely performance under this Agreement. Franchisee acknowledges it acquires no rights, interests, or claims to any of said property, except for Franchisee's rights to use the same under this Agreement for the term hereof and strictly in the manner prescribed. Franchisee agrees that it will not, during the term of this Agreement or any time thereafter, contest or challenge the sole and exclusive proprietary rights of Franchisor (and, if appropriate, Franchisor's affiliates) to the Proprietary Marks, System, Manuals, and other information, intellectual property, and items delivered or provided or to which Franchisee obtains access under this Agreement, nor shall Franchisee claim any proprietary interest in such property. Franchisee agrees that it will not adopt, display, attempt to register or otherwise use any names, marks, insignias, or symbols in any business that are or may be confusingly similar to the Proprietary Marks licensed under this Agreement.

E. Legal Action Involving Proprietary Marks. Furthermore, Franchisee agrees to cooperate with and assist Franchisor in connection with any legal action brought by or against either of them regarding the protection and preservation of the Proprietary Marks, System, or the Manuals and other information and intellectual property delivered to Franchisee or used by Franchisee under this Agreement.

F. Modification or Substitution of Marks by Franchisor. If in Franchisor's reasonable determination, the use of Proprietary Marks in connection with the System will infringe or potentially infringe upon the rights of any third party, weakens or impairs Franchisor's rights in the Proprietary Marks, or it otherwise becomes advisable at any time in Franchisor's sole discretion for Franchisor to modify, discontinue, or to use one (1) or more additional or substitute trade or service Proprietary Marks then upon notice from Franchisor, Franchisee will terminate or modify, within a reasonable time, such use in the manner prescribed by Franchisor. If Franchisor changes the Proprietary Marks in any manner, Franchisor will not reimburse Franchisee for any out-of-pocket expenses that Franchisee incurs to implement such modifications or substitutions. Franchisor is not obligated to reimburse Franchisee for any loss of goodwill or revenue associated with any modified or discontinued Proprietary Mark, nor is Franchisor responsible for reimbursing Franchisee for any other costs or damages.

G. Modification or Substitution of Proprietary Marks by Franchisee. Franchisee agrees not to make any changes or amendments whatsoever in or to the use of the Proprietary Marks unless directed by Franchisor in writing.

H. Cease Use of Marks on Termination/Non-Renewal. Upon termination or expiration and non-renewal of this Agreement, Franchisee agrees to immediately cease use, in any manner whatsoever, of any of the Proprietary Marks or any other Proprietary Marks or trade names that may be confusingly similar to the Proprietary Marks.

I. Disconnection of Telephone Number on Termination/Renewal. Franchisee acknowledges that there will be substantial confusion among the public if, after the termination or expiration and non-renewal of this Agreement, Franchisee continues to use advertisements and/or the telephone number listed in the telephone directory under the term "Now" or any name similar to it. Thus, effective upon the termination or expiration and non-renewal of this Agreement, Franchisee agrees to direct the telephone company servicing Franchisee, per Franchisor's request, to disconnect the telephone number used in connection with the Franchised Business or transfer such number to Franchisor or to any person or location of Franchisor's choosing. If Franchisee fails to take these steps, Franchisee shall be deemed to have hereby irrevocably appointed Franchisor as Franchisee's attorney-in-fact for purposes of directing and accomplishing such transfer. Franchisee understands and agrees that, notwithstanding any billing arrangements with any telephone company or yellow pages directory company, Franchisor will be deemed for purposes hereof to be the subscriber of such telephone numbers, with full authority to instruct the applicable telephone or yellow pages directory company as to the use and disposition of telephone listings and numbers. Franchisee hereby agrees to release, indemnify, and hold such companies harmless from any damages or loss as a result of following Franchisor's instructions.

J. Non-Exclusive Use of Proprietary Marks. Franchisee understands and agrees that its right to use the Proprietary Marks is non-exclusive, that Franchisor in its sole discretion has the right to grant licenses to others to use the Proprietary Marks and obtain the benefits of the System in addition to the licenses and rights granted to Franchisee under this Agreement, and that Franchisor may develop and license other trademarks or service marks in conjunction with systems other than the System on any terms and conditions as Franchisor may deem advisable where Franchisee will have no right or interest in any such other trademarks, licenses, or systems.

K. Acknowledgements. With respect to Franchisee's use of the Proprietary Marks pursuant to this Agreement, Franchisee acknowledges and agrees that:

1. Franchisee shall not use the Proprietary Marks as part of Franchisee's corporate or any other business name, domain name, e-mail address or any social media or social networking profile/page;

2. Franchisee shall not hold out or otherwise use the Proprietary Marks to perform any activity or incur any obligation or indebtedness in such a manner as might in any way make Franchisor liable therefor without Franchisor's prior written consent; and

3. Franchisee shall execute any documents and provide such other assistance deemed necessary by Franchisor or its counsel to obtain protection for Proprietary Marks or to maintain the continued validity of such Proprietary Marks.

L. Use Outside Scope. Franchisee acknowledges that the use of the Proprietary Marks outside the scope of this license without Franchisor's prior written consent is an infringement of Franchisor's exclusive right to use the Proprietary Marks and, during the term of this Agreement and after the expiration or termination hereof, Franchisee covenants not to directly or indirectly commit an act of infringement, contest or aid in contesting the validity or ownership of Franchisor's Proprietary Marks, or take any other action in derogation thereof.

M. Notification of Infringement. Franchisee shall notify Franchisor within three (3) calendar days of any suspected infringement of, or challenge to, the validity of the ownership of, or Franchisor's right to use, the Proprietary Marks licensed hereunder. Franchisee will not communicate with any persons other than Franchisor or Franchisor's legal counsel in connection with any such infringement, challenge, or claim. Franchisee acknowledges that Franchisor has the right to control any administrative proceeding or litigation involving the Proprietary Marks. In the event Franchisor undertakes the defense or prosecution of any litigation relating to the Proprietary Marks, Franchisee agrees to execute any and all documents and to do such acts and things as may be necessary in the opinion of counsel for Franchisor to carry out such defense or prosecution.

N. Indemnification Regarding Marks. Franchisor will indemnify and defend Franchisee against any third-party claim brought against Franchisee that arises solely out of Franchisee's authorized use of the Proprietary Marks licensed under this Agreement in connection with the Franchised Business, provided: (i) such use is in full compliance with Franchisor's standards and specifications; and (ii) Franchisee notifies Franchisor in writing of this third-party claim within three (3) calendar days of receiving notice or otherwise learning of the claim. Franchisor will have complete control over the defense and, if appropriate, settlement negotiations and resolution regarding the claims described in this Section, including the right to select legal counsel Franchisor deems appropriate. Franchisee must fully cooperate with Franchisor in connection with Franchisor's defense or settlement of any third-party claim that Franchisor determines to take control of under this Section 7. Notwithstanding anything in this Section to the contrary, Franchisor's liability under this Section shall be limited to no more than the Initial Franchise Fee paid under this Agreement.

O. Other Obligations of Franchisee. In addition to all other obligations of Franchisee with respect to the Proprietary Marks licensed herein, Franchisee agrees:

1. To feature and use the Proprietary Marks solely in the manner prescribed by Franchisor and not use the Proprietary Marks on the Internet or otherwise online, except as approved in writing by Franchisor; and

2. To observe all such requirements with respect to service mark, trademark and copyright notices, fictitious name registrations, and the display of the legal name or other identification of Franchisee as Franchisor may direct in writing from time to time.

8. OPERATIONS MANUALS AND CONFIDENTIAL/CONFIDENTIAL INFORMATION

A. Compliance with Manuals. In order to protect the reputation and goodwill of Franchisor and the System, and to maintain uniform standards of operation under Franchisor's Proprietary Marks, Franchisee shall conduct the Franchised Business in strict accordance with Franchisor's Manuals.

B. Franchisee's Control of Boutique. Franchisee acknowledges the Manuals provided by Franchisor to Franchisee is intended to protect Franchisor's standards, systems, names, and marks and is not intended to control day-to-day operation of Franchisee's business. Franchisee further acknowledges and agrees that Franchisee's Business will be under the control of the Franchisee at all times. Franchisee will be responsible for the day-to-day operation of the business.

C. Confidential Information. In connection with the operation of the Franchised Business, Franchisee will from time to time become acquainted with, work with, and even generate certain information, procedures, techniques, data, and materials that are and, by this Agreement, will become proprietary to Franchisor. Franchisee and all persons signing this Agreement agree to keep confidential any of Franchisor's trade secrets or Confidential Information as defined below and will not use such for its or their own purpose or supply or divulge same to any person, firm, association, or corporation except as reasonably necessary to operate the Franchised Business.

D. Trade Secrets and Confidential Information. The confidentiality requirements set forth in the preceding paragraph will remain in full force and effect during the term of this Agreement and in perpetuity after its termination or expiration and non-renewal. Franchisor's trade secrets and Confidential Information include the following:

1. The Manuals;

2. Customer lists and/or customer agreements;

3. Information that relates in any manner to Franchisor's business or the System, including without limitation, information relating to Franchisor's marketing materials and methods whether oral or reduced to writing, that is not generally known to, or readily ascertainable by, other persons who might derive economic benefit from its disclosure or use; and

4. Any other information that may be imparted to Franchisee from time to time and designated by Franchisor as confidential (collectively, the "Confidential Information").

E. Confidential Information as Property of Franchisor. Franchisee acknowledges and agrees that the Confidential Information and any business goodwill of the Franchise are Franchisor's sole and exclusive property and that Franchisee will preserve confidentiality thereof. Upon the termination or expiration and non-renewal of Agreement, all items, records, documentation, and recordings incorporating the this any Confidential Information will be immediately turned over by Franchisee, at Franchisee's sole expense, to Franchisor or to Franchisor's authorized representative.

F. Information Not Proprietary. Excepted from Confidential Information for purposes of non-disclosure to any third parties by Franchisee and/or its Restricted Persons (as hereinafter defined) is information which:

1. Becomes publicly known through no wrongful act of Franchisee or Restricted Persons; or

2. Is known by Franchisee or Restricted Persons without any confidential restriction at the time of the receipt of such information from Franchisor or becomes rightfully known to them without confidential restriction from a source other than Franchisor.

G. Reasonable Efforts to Maintain Confidentiality. Franchisee shall at all times treat the Confidential Information as confidential and shall use all reasonable efforts to keep such information secret and confidential. The Manuals must remain at the Premises and be kept in a secure location, under lock and key, except when it is being studied by Franchisee or Franchisee's employees. Franchisee shall not, at any time without Franchisor's prior written consent, copy, scan, duplicate, record, distribute, disseminate, or otherwise make the Manuals available to any unauthorized person or entity, in whole or in part.

H. Prevention of Unauthorized Use or Disclosure. Franchisee shall adopt and implement all reasonable procedures as Franchisor may prescribe from time to time to prevent the unauthorized use or disclosure of any of the Confidential Information. Franchisee must ensure and require that all of its owners, managers, officers, directors, shareholders, partners, and all of their respective spouses who may obtain or who are likely to obtain knowledge concerning the Confidential Information (collectively, "Restricted Persons") execute Franchisor's prescribed form of confidentiality agreement that will be in substantially the same form attached to this Agreement as Exhibit E (the "Confidentiality and Non-Competition Agreement"). Franchisee must obtain a signed copy of the Confidentiality and Non-Competition Agreement from any such person prior to, or at the same time of, that person undertaking its role and/or employment or association with Franchisee or the Franchised Business. Franchisee's spouse or significant other shall also be bound by the same requirement and shall sign the same Confidentiality and Non- Competition Agreement. Franchisee must provide Franchisor with a copy of each signed Confidentiality and Non-Competition Agreement within ten (10) days of Franchisor's request.

I. Manuals. Franchisor will provide Franchisee with access to the Manuals. The Manuals shall at all times remain the sole property of Franchisor and must be returned to Franchisor upon termination or expiration and non-renewal of this Agreement.

J. Modification of Manuals. In order for Franchisee to benefit from new knowledge, information, methods, and technology adopted and used by Franchisor in the operation of the System, Franchisor may from time to time revise the Manuals, and Franchisee agrees to adhere to and abide by all such revisions. Franchisee agrees at all times to keep its copy of the Manuals current and up-to-date. In the event of any dispute as to the contents of Franchisee's Manual, the terms of the master copy of the Manuals maintained by Franchisor at its home office shall be controlling. Out-of-date pages must be returned to Franchisor immediately upon replacement. Franchisor may provide any supplements, updates or revisions to the Manuals via the Internet, email, the System-wide intranet/extranet or any other electronic or traditional mediums it deems appropriate.

K. Improvements. Franchisee agrees to disclose promptly to Franchisor any and all inventions, discoveries, and improvements, whether or not patentable or copyrightable, that are conceived or made by Franchisee or its employees or agents that are in any way related to the establishment or operation of the Franchised Business (collectively, the "Improvements"), all of which shall be automatically and without further action owned by Franchisor without compensation to Franchisee (including all intellectual property rights therein). Whenever requested to do so by Franchisor, Franchisee will execute any and all applications, assignments, or other instruments that Franchisor may deem necessary to apply for and obtain intellectual property protection or to otherwise protect Franchisor's interest therein. These obligations shall continue beyond the termination or expiration of this Agreement. If a court should determine that Franchisor cannot automatically own certain of the Improvements that may be developed, then Franchisee hereby agrees to grant Franchisor a perpetual, royalty-free worldwide license to use and sublicense others to use such Improvements.

9. ADVERTISING

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

Franchisee purchase and/or make copies of (and Franchisee's expense) and subsequently use certain other advertising or promotional materials that Franchisor designates for use in connection with the Franchised Business.

B. Franchisor Approval. All advertising and promotion by Franchisee in any medium must be conducted in a professional manner and shall conform to Franchisor's standards and requirements as set forth in the Manuals or otherwise. Franchisee shall obtain Franchisor's approval of all advertising and promotional plans and materials prior to use if such plans and materials have not been prepared by Franchisor or previously approved by Franchisor during the twelve (12) months prior to their proposed use. Franchisee must submit unapproved plans and materials to Franchisor, and Franchisor will have thirty (30) days to notify Franchisee of its approval or disapproval of such materials. If Franchisor does not provide its specific approval of the proposed materials within this thirty (30) day period, the proposed materials will be deemed rejected. Any plans and materials that Franchisee submits to Franchisor for its review will become Franchisor's property and there will be no restriction on Franchisor's use or dissemination of such materials. Once approved, Franchisee may use the proposed materials for a period of ninety (90) days, unless Franchisor prescribes a different time period for use or requires Franchisee to discontinue using the previously-approved materials in writing. Franchisor may revoke its approval of any previously-approved advertising materials upon notice to Franchisee. Franchisor reserves the right to require Franchisee to include certain language on all advertising to be used locally by Franchisee or to be used by a Cooperative, including, but not limited to, the phrase "Franchises Available" and references to Franchisor's telephone number and/or website.

C. Initial Marketing Spend. Franchisee shall expend at least Two Thousand Two Hundred Fifty Dollars ($2,250) as part of Franchisee's Pre-Opening Support Program.

D. Local Marketing Requirement. In addition to Initial Marketing Spend, Franchisee must expend a minimum of five percent (5%) of the Gross Sales of the Franchised Business each month the Franchised Business is open and operating on advertising and marketing the Franchised Business within the Designated Territory and surrounding area, of which Franchisee must pay a minimum of $1,500 per month to the Approved Supplier that Franchisor designates for digital marketing-related services (the "Local Marketing Requirement"). Upon Franchisor's request, Franchisee must provide Franchisor with invoices or other proof of its monthly expenditures on local advertising and marketing. Franchisee must ensure that the Franchised Business is listed in the yellow pages and appropriate Internet-based directories that Franchisor designates. Franchisor or its affiliates, may be the Approved Supplier of the designated digital marketing-related serves, as described more fully in Section 4(A) of this Agreement.

E. Brand Development Fund. Franchisor has established a brand development Fund designed to promote, advertise, market and otherwise further develop the System, Proprietary Marks and Franchisor's brand generally. Franchisor requires Franchisee to contribute to the Fund in an amount equal to two percent (2%) of the Gross Sales of the Franchised Business. All payments by Franchisee to the Fund are non-refundable upon payment, and Franchisor will account separately for all sums paid to the Fund. The Fund will be maintained and administered by Franchisor or Franchisor's designee as follows:

1. Franchisor will exclusively for use Fund and all contributions to it and any earnings on it, preparing, directing, conducting, placing, and administering advertising, marketing, public relations, and/or promotional programs and materials, and any other activities, that Franchisor believes would enhance the image of the System, Proprietary Marks, and Approved Products or Approved Services.

2. Franchisor is not obligated to spend monies from the Fund in any particular Franchisee's

market in proportion to the payments to the Fund made by the Franchisee in that market. Franchisor does not represent that it will spend any particular amount of advertising funds locally, regionally, or nationally.

3. The Fund may be used to meet any and all costs of maintaining, administering, directing, and preparing advertising. This includes, among other things, direct mail advertising, marketing surveys and other public relations activities, developing and maintaining the Franchisor's Website, employing advertising and public relations agencies, purchasing promotional items, and providing other marketing materials and services to Boutiques operating under the System. These costs may include the proportionate salary share of Franchisor's employees that devote time and render services for advertising and promotion or the administration of the Fund, including administrative costs, salaries, and overhead expenses related to administering the Fund and its programs. No part of the Fund shall be used by Franchisor to defray any of its general operating expenses, other than those reasonably allocable to the advertising described in this Section or other activities reasonably related to the administration or direction of the Fund.

4. Franchisor shall administratively segregate all contributions to the Fund on its books and records. All such payments to the Fund may be deposited in Franchisor's general operating account, may be commingled with Franchisor's general operating funds, and may be deemed an asset of Franchisor, subject to Franchisor's obligation to expend the monies in the Fund in accordance with the terms hereof. Franchisor may, in its sole discretion, elect to accumulate monies in the Fund for such periods of time, as it deems necessary or appropriate, with no obligation to expend all monies received in any fiscal year during that fiscal year. In the event Franchisor's expenditures for the Fund in any one (1) fiscal year shall exceed the total amount contributed to the Fund during such fiscal year, Franchisor shall have the right to be reimbursed to the extent of such excess contributions from any amounts subsequently contributed to the Fund or to use such excess as a credit against its future contributions. The parties do not intend that the Fund be deemed a trust.

5. Franchisor shall, on an annual basis, account for the operation of the Fund and prepare an audited financial statement evidencing such accounting, which will be available to Franchisee upon its written request ninety (90) days after the Franchisor's fiscal year end. Franchisor may dissolve the Fund at any time after it is established.

F. Advertising Council (Advisory Capacity). Franchisor may establish, if and when it deems appropriate in its sole discretion, a council to provide advice and guidance regarding the administration of the Fund and various other advertising/marketing matters (an "Advertising Council"). If Franchisor establishes an Advertising Counsel, it may serve in only an advisory capacity and may consist of franchisees, personnel from Franchisor's affiliate-owned Boutiques, or other management/employees that Franchisor designates. If an Advertising Council is established, the membership of such Advertising Council, along with the policies and procedures by which it operates, will be determined by Franchisor.

G. Website. Franchisor agrees that it will establish an interior page on its corporate website to display the Premises and contact information associated with the Franchised Business for so long as (i) the Franchised Business is open and actively operating, and (ii) this Agreement is not subject to termination. Franchisee may not establish any separate website or other Internet presence in connection with the Franchised Business, System or Proprietary Marks without Franchisor's prior written consent. If approved to establish a separate website, Franchisee shall comply with Franchisor's policies, standards and specifications with respect to the creation, maintenance and content of any such website. Franchisee specifically acknowledges and agrees that any website owned or maintained by or for the benefit of Franchisee shall be deemed "advertising" under this Agreement, and will be subject to (among other things) Franchisor's approval as described in this Section 9.G. Franchisee may not promote or otherwise list its Franchised Business, or the Proprietary Marks or System, on any social media or networking site, including without limitation, Facebook, MySpace, LinkedIn, Plaxo, Twitter or YouTube, without Franchisor's prior written consent. Franchisor shall have the right to modify the provisions of this Section relating to Franchisee's use of separate websites and social media, as Franchisor determines necessary or appropriate.

H. Regional Cooperatives. Franchisor may establish regional advertising cooperatives that are comprised of multiple Boutique owners located within a geographical region that Franchisor designates (each, a "Cooperative"). If Franchisor establishes a Cooperative and designates Franchisee as a member thereof, Franchisee may be required to contribute to the Cooperative in an amount not to exceed Franchisee's Local Marketing Requirement each month. All amounts paid to a Cooperative will be credited towards Franchisee's Local Marketing Requirement.

I. Initial Marketing Kit. Franchisee must purchase an initial marketing kit which currently costs between Five Thousand Four Hundred Fifty Dollars ($5,450) and Six Thousand Two Hundred Fifty Dollars ($6,250) (the "Initial Marketing Kit") from Franchisor or its Approved Supplier.

10. ACCOUNTING AND RECORDS

A. Maintenance of Records. Franchisee must, in a manner satisfactory to Franchisor and in accordance with generally accepted accounting principles, maintain original, full, and complete register tapes, computer files, back-up files, other records, accounts, books, data, licenses, contracts, and product vendor invoices which shall accurately reflect all particulars relating to the Franchised Business, as well as other statistical and financial information and records Franchisor may require. All of this information must be kept for at least three (3) years, even if this Agreement is no longer in effect. Upon Franchisor's request, Franchisee must furnish Franchisor with copies of any or all product or equipment supply invoices reflecting purchases by or on behalf of the Franchised Business. In addition, Franchisee shall compile and provide to Franchisor any statistical or financial information regarding the operation of the Franchised Business, the products and services sold by it, or data of a similar nature, including without limitation, any financial data that Franchisor believes that it needs to compile or disclose in connection with the sale of franchises or that Franchisor may elect to disclose in connection with the sale of franchises. All data provided to the Franchisor under this Section 10 shall belong to Franchisor and may be used and published by Franchisor in connection with the System (including in Franchisor's disclosure documents).

B. Examination and Audit of Records. Franchisor and its designated agents shall have the right to examine and audit Franchisee's records, accounts, books, computer files, and data at all reasonable times to ensure that Franchisee is complying with the terms of this Agreement. If such audit discloses that Franchisee has underreported the Gross Sales of the Franchised Business by two percent (2%) or more in any given reporting period (weekly, monthly or otherwise), then Franchisee must: (i) reimburse Franchisor any costs/expenses incurred in connection with conducting the inspection and audit; and (ii) pay any amount due and owing Franchisor as a result of Franchisee's underreporting, along with any accrued interest on said amounts.

C. Computer System for Records. Franchisee shall record all transactions and Gross Sales of the Franchised Business using the Required Software and any other appropriate Computer System components designated by Franchisor, which must contain software that allows Franchisee to record accumulated sales without turning back, resetting or erasing such sales. Franchisor will, at all times and without notice to Franchisee, have the right to independently and remotely access and view Franchisee's Computer System as described in Section 4 of this Agreement.

D. Computer System Files and Passwords. Franchisee will not install or load any computer software on the hard disks of the Computer System used in connection with the Franchised Business without Franchisor's prior written consent. All computer and file passwords associated with the Computer System must be supplied as a list to Franchisor by Franchisee, along with any modifications or changes to that list. The passwords to access the Computer System located at the Premises or used by the Franchised Business, as well as all computer files and records related to the Franchised Business, are the exclusive property of Franchisor and Franchisee must provide Franchisor with these files and information upon the termination or expiration of this Agreement. Consistent with the other provisions of this Agreement, Franchisee agrees and acknowledges that Franchisor may have automatic access to Franchisee's specific passwords/keys/logins through the Computer System components and related software that Franchisor requires Franchisee to use in connection with the Franchised Business.

E. Current Contracts, Listings and Projects. At any time and upon request of Franchisor, Franchisee shall provide Franchisor with a copy or summary listing, at Franchisor's discretion, of all current contracts, listings, agreements, and projects that Franchisee is involved in or working with.

F. Tax Returns. Upon Franchisor's request, Franchisee shall furnish the Franchisor with a copy of each of its reports, returns of sales, use and gross receipt taxes, and complete copies of any state or federal income tax returns covering the operation of the Franchised Business, all of which Franchisee shall certify as true and correct.

G. Required Reports. Franchisee must provide Franchisor with the following reports and information, all of which must be certified as true and correct by Franchisee and in the form and manner prescribed by Franchisor: (i) a signed Gross Sales Report as described in Section 4 of this Agreement on or before Monday of each week; (ii) on or before the twentieth (20th) of each month, an unaudited profit and loss statement for the Franchised Business for the preceding calendar month; (iii) within sixty (60) days of each calendar quarter, an unaudited balance sheet reflecting the financial position of the Franchised Business as of the end of that calendar quarter; (iv) within sixty (60) days of Franchisor's request, a financial statement that details the total assets and liabilities of the Franchised Business (and, if appropriate Franchisee and personal guarantors under this Agreement); (v) within ninety (90) days after the close of each fiscal year of Franchisee, financial statements which shall include a statement of income and retained earnings, a statement of changes in financial position, and a balance sheet of the Franchised Business, all as of the end of such fiscal year; and (vi) any other financial information or performance metrics of the Franchised Business that Franchisor may reasonably request. If Franchisee fails to provide Franchisor with any required report on time, Franchisor may charge Franchisee its then-current late reporting fee (the "Late Reporting Fee") per late report.

H. Right to Require Audit if Franchisee Underreports. In the event a prior audit or inspection conducted by Franchisor (or its designee) has revealed that Franchisee has underreporting the Gross Sales of the Franchised Business by two percent (2%) or more for any reporting period, then Franchisor may require Franchisee to provide, at the Franchisee's expense, audited financial statements that comply with GAAP and GAAS for Franchisee's fiscal year within 120 days of Franchisee's fiscal year end.

I. Change to Ownership of Franchisee. In addition to the foregoing statements, Franchisee must provide Franchisor with written reports regarding any change to: (i) the listing of all owners and other holders of any type of interest (legal or beneficial) in Franchisee or the Franchised Business; and (ii) Franchisee's partners, officers, directors, as well as any of the designated managers that manage the day-to-day operations of the Franchised Business. Franchisee will notify Franchisor in writing within ten (10) days after any such change, unless Franchisor is required to first notify Franchisor and obtain its approval prior to making any such change.

11. INSURANCE AND INDEMNIFICATION

A. Required Insurance. Franchisee shall, at its own expense and no later than the earlier of (a) the date on which Franchisee uses any of the Proprietary Marks, or (b) the date Franchisee begins building out the Premises, procure and maintain in full force and effect throughout the term of this Agreement the types of insurance enumerated in the Manuals or otherwise in writing (whether the Franchised Business is open or not). This insurance shall be in such amounts Franchisor or the lessor of the Premises designates from time to time. The type of insurance will include, but are not necessarily limited to:

1. A general liability policy with (a) $1,000,000 per occurrence, (b) $2,000,000 per occurrence, (c) products completed operations of $2,000,000 per occurrence, (d) personal and advertising injury in the amount of $1,000,000 per occurrence, fire damage at the legal limit but at least $500,000 per occurrence, and (e) medical expense in the amount of $5,000 per occurrence;

2. Professional liability insurance in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate;

3. Property insurance including (a) business personal property in the amount of the value of the personal property, (b) tenant improvements and betterments in the amount of the tenant improvements, and (c) business income coverage in the amount of 50% of the annual gross revenue;

4. Workers compensation insurance as required by local law; and

5. Any other coverage that Franchisor periodically requires to satisfy insurance- related obligations.

Franchisee must buy insurance from Franchisor's Approved Supplier or other carriers (as allowed by Franchisor) rated A-VIII or better by A.M. Best and Company, Inc. (or similar criteria as Franchisor periodically specifies). Franchisor may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverage to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, changing economic conditions, or other relevant changes in circumstances. All insurance policies Franchisee purchases must name Franchisor and any affiliate Franchisor designate as additional insureds, and provide for thirty (30) days' prior written notice to Franchisor of a policy's material modification or cancellation. The cost of Franchisee's premiums will depend on the insurance carrier's charges, terms of payment, and Franchisee's insurance and payment histories. Franchisee shall make timely delivery of certificates of all required insurance to Franchisor, each of which shall contain a statement by the insurer that the policy will not be cancelled or materially altered without at least thirty (30) days' prior written notice to Franchisor. The procurement and maintenance of such insurance shall not relieve Franchisee of any liability to Franchisor under any indemnity requirement of this Agreement.

B. Failure to Procure and Maintain Insurance. If Franchisee fails for any reason to procure and maintain the required insurance coverage, Franchisor has the right and authority (without having any obligation to do so) to immediately procure such insurance coverage, in which case Franchisee must reimburse Franchisor for the costs incurred to obtain the required insurance (including any premium amounts paid).

C. Indemnification. Franchisee, as a material part of the consideration to be rendered to Franchisor, agrees to indemnify, defend and hold Franchisor, as well as Franchisor's directors, officers, principals/owners, managers, shareholders, affiliates, subsidiaries, employees, servants, agents, successors and assignees (collectively, the "Indemnitees"), harmless from and against any and all losses, damage, claims, demands, liabilities and causes of actions of every kind or character and nature, as well as costs and expenses incident thereto (including reasonable attorneys' fees and court costs), that are brought against any of the Indemnitees (collectively, the "Claims") that arise out of or are otherwise related to Franchisee's (a) breach or attempted breach of, or misrepresentation under, this Agreement, and/or (b) ownership, construction, development, management, or operation of the Franchised Business in any manner. Notwithstanding the foregoing, at Franchisor's option, Franchisor may choose to engage counsel and defend against any such Claim and may require immediate reimbursement from the Franchisee of all expenses and fees incurred in connection with such defense.

12. INDEPENDENT CONTRACTOR

A. No Fiduciary Relationship. In all dealings with third parties, including without limitation, employees, suppliers, and customers, Franchisee shall disclose in an appropriate manner acceptable to Franchisor that it is an independent entity licensed by Franchisor. Nothing in this Agreement is intended by the parties hereto either to create a fiduciary relationship between them or to constitute the Franchisee an agent, legal representative, subsidiary, joint venture, partner, employee, or servant of Franchisor for any purpose whatsoever.

B. Independent Contractor Relationship. It is understood and agreed that Franchisee is an independent contractor and is in no way authorized to make any contract, agreement, warranty, or representation or to create any obligation on behalf of Franchisor. Upon Franchisor's request, Franchisee must display a sign in its Franchised Business displaying the following phrase (or something similar): "This franchised Boutique is independently owned and operated pursuant to a license agreement." Neither this Agreement nor Franchisor's course of conduct is intended, nor may anything in this Agreement (nor Franchisor's course of conduct) be construed to state or imply that Franchisor is the employer of Franchisee's employees and/or independent contractors.

13. TRANSFER AND ASSIGNMENT

A. No Transfer by Franchisee Without Franchisor's Approval. Franchisee's rights under this Agreement are personal, and Franchisee shall not sell, transfer, assign or encumber Franchisee's interest in this Agreement or the Franchised Business (or undertake any of the actions identified in Section 13(C) of this Agreement) without Franchisor's prior written consent. Any sale, transfer, assignment or encumbrance made without Franchisor's prior written consent shall be voidable at Franchisor's option and shall subject this Agreement to termination as specified herein.

B. Death or Disability.

1. In the event of Franchisee's death, disability or incapacitation (or the death, disability or incapacitation of Franchisee's principals/owners/guarantors), Franchisee's legal representative, or Franchisee's partner's or guarantor's respective legal representative, as applicable, will have the right to continue the operation of the Franchised Business as "Franchisee" under this Agreement if: (i) within ninety (90) days from the date of death, disability or incapacity (the "90 Day Period"), such person has obtained Franchisor's prior written approval and has executed Franchisor's then-current franchise agreement for the unexpired term of the franchise, or has furnished a personal guaranty of any partnership, corporate or limited liability company Franchisee's obligations to Franchisor and Franchisor's affiliates; and (ii) such person successfully completes Franchisor's training program (which Franchisor will provide at Franchisor's then-current tuition rate). Such assignment by operation of law will not be deemed in violation of this Agreement, provided such heirs or legatees accept the conditions imposed by the Franchise Agreement and are acceptable to Franchisor.

2. Franchisor is under no obligation to operate the Franchised Business, or incur any obligation on behalf of any incapacitated franchisee, during or after the 90 Day Period. If necessary, Franchisee (or Franchisee's legal representative, as applicable) shall appoint a previously approved acting interim manager to operate the Franchised Business during the 90 Day Period. In the event of Franchisee's death, disability, absence or otherwise, Franchisor may (but is not required to) operate the Franchised Business on Franchisee's behalf and at Franchisee's expense for such period of time (and under such terms and conditions) as Franchisor determines, including paying out the assets and/or revenues of the Franchised Business to cover any or all past, current and/or future obligations of the Franchised Business (including any amounts owed to Franchisor and/or any affiliate) in such priorities as Franchisor determines in Franchisor's sole discretion. Franchisor may pay itself a reasonable amount to reimburse Franchisor for Franchisor's management services and other costs. Franchisor may obtain approval of a court or arbitrator for any such arrangements, the attorney's fees and other costs incurred in connection with obtaining such approval to be charged against the assets and/or revenues of the Franchised Business. Franchisee (and/or Franchisee's estate) will indemnify Franchisor against any costs and/or liabilities incurred by it in connection with, or related in any way to, the operation (or otherwise) of the Franchised Business.

C. Ownership. In addition to those acts described in Section 13(A), a transfer or assignment requiring Franchisor's prior written consent shall be deemed to occur: (i) if Franchisee is a corporation, upon any assignment, sale, pledge or transfer of any fractional portion of Franchisee's voting stock or any increase in the number of outstanding shares of Franchisee's voting stock which results in a change of ownership, (ii) if Franchisee is a partnership, upon the assignment, sale, pledge or transfer of any fractional partnership ownership interest; or (iii) if Franchisee is a limited liability company, upon the assignment, sale, pledge or transfer or any interest in the limited liability company. Any new partner, shareholder, or member or manager owning having an ownership interest in the surviving entity after the proposed transfer will be required to personally guarantee Franchisee's obligations under this Agreement. A transfer pursuant to (i) and (iii) above shall not be subject to Franchisor's right of first refusal as set forth in Section 13(D).

D. Right of First Refusal. If Franchisee proposes to transfer either this Agreement or all, or substantially all, of the assets used in connection with the Franchised Business or any interest in Franchisee's lease to any third party (other than to: (i) a corporation or limited liability company as set forth in Section 13(C) hereof; or (ii) a parent, spouse, or direct lineal descendant of Franchisee), Franchisee shall first offer to sell such interest to Franchisor on the same terms and conditions as offered by such third party. Franchisee shall obtain from the third party and provide Franchisor a statement in writing, signed by the third party and Franchisee, of the terms of the offer ("Letter of Intent"). If Franchisor elects not to accept the offer within a thirty (30) day period, Franchisee shall have a period not to exceed sixty (60) days to complete the transfer described in the Letter of Intent subject to the conditions for approval set forth in Section 13(E) of this Agreement. Franchisee shall effect no other sale or transfer as contemplated under the Letter of Intent without first complying with this Section. Any material change in the terms of the offer will be deemed a new proposal subject to Franchisor's right of first refusal. So long as Franchisee has obtained Franchisor's prior written consent, which shall not be unreasonably withheld, a transfer to an existing partner or shareholder, or a transfer as a result of the death, disability or incapacitation of a shareholder or partner, in accordance with the provisions set forth below, is not subject to Franchisor's first right of refusal.

E. Conditions for Approval. Franchisor may condition Franchisor's approval of any proposed sale or transfer of the Franchised Business or of Franchisee's interest in this Agreement or any other acts of transfer described in Section 13(C) upon satisfaction of the following occurrences:

1. All of Franchisee's accrued monetary obligations to Franchisor, Franchisor's affiliates, and Franchisor's designated/approved suppliers and vendors, are satisfied;

2. Franchisee must cure all existing defaults under this Agreement, or any other agreement between Franchisee and Franchisor, Franchisor's affiliates, Franchisor's designated/approved suppliers and vendors, within the period permitted for cure and have substantially complied with such agreements during their respective terms;

3. Franchisee and Franchisee's principals (if Franchisee is a partnership, corporation or limited liability company), and the transferee (if it has had any previous relationship with Franchisor or Franchisor's affiliates), must execute a general release under seal, in a form satisfactory to Franchisor, of any and all claims against Franchisor and Franchisor's affiliates and officers, directors, shareholders and employees, in their corporate and individual capacities;

4. Franchisee or transferee shall provide Franchisor a copy of the executed purchase agreement relating to the proposed transfer with all supporting documents and schedules, including transferee's assumption of and agreement to faithfully perform all of Franchisee's obligations under this Agreement;

5. The transferee shall demonstrate to Franchisor's satisfaction that he or she meets Franchisor's educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to conduct the business to be transferred; and has adequate financial resources and capital to meet the performance obligations under this Agreement; however, transferee shall not be in the same business as Franchisor either as licensor, franchisor, independent operator or licensee of any other business or chain which is similar in nature or in competition with Franchisor, except that the transferee may be an existing franchisee of ours;

6. The transferee shall execute Franchisor's then-current franchise agreement (which may contain materially different terms than this Agreement) for the remaining balance of Franchisee's term under this Agreement, with transferee's term commencing on the date the transferee executes the then-current franchise agreement;

7. Franchisee must pay Franchisor a transfer fee equal to Ten Thousand Dollars ($10,000), and Franchisee and/or transferee may demonstrate that it has paid (or is in position to pay) any third-party broker fees associated with the transaction;

8. The transferee shall satisfactorily complete Franchisor's Initial Training Program at the transferee's expense within the time frame Franchisor sets forth, and pay Franchisor a tuition training fee of One Thousand Dollars ($1,000) for transferee and one other person to attend training (the transferee will also be responsible for all costs and expenses associated with attending the initial training program);

9. Franchisee (and Franchisee's principals/guarantors if Franchisee is a partnership, corporation or limited liability company) must comply with the post-termination provisions of this Agreement;

10. The transferee must demonstrate that is has obtained or maintained, within the time limits set by Franchisor, all permits and licenses required for the continued operation of the Franchised Business;

11. To the extent required by the terms of any leases or other agreements, the lessors or other parties must have consented to the proposed transfer;

12. The transfer must be made in compliance with any laws that apply to the transfer, including state and federal laws governing the offer and sale of franchises;

13. The purchase price and terms of the proposed transfer must not be so burdensome to the prospective transferee as to impair or materially threaten its future operation of the Franchised Business and performance under its franchise agreement;

14. Franchisee must request that Franchisor provide the prospective transferee with Franchisor's current form of disclosure document and Franchisor shall not be liable for any representations not included in the disclosure document; and

15. Franchisor shall have the right to disclose to any prospective transferee such revenue reports and other financial information concerning Franchisee and Franchised Business as Franchisee has supplied Franchisor hereunder.

Franchisor will not unreasonably withhold its consent to a proposed transfer or assignment requested by Franchisee, provided the foregoing conditions are met. Franchisor's approval of a transfer shall not operate as a release of any liability of the transferring party nor shall such approval constitute a waiver of any claims Franchisor may have against the transferring party.

F. Transfer from an Individual Franchisee to Business Entity. If Franchisee is an individual and desires to assign its rights under this Agreement to a corporation or limited liability company, and if all of the following conditions are met, Franchisor will consent to the transfer without assessing the transfer fee or training tuition fees set forth in Section 13(E)(7)-(8), and such assignment will not be subject to Franchisor's right of first refusal in Section 13(D): (i) the corporation or limited liability company is newly organized and its activities are confined to operating the Franchised Business; (ii) Franchisee is, and at all times remains, the owner of 100% of the outstanding shares of the corporation or a controlling interest in the limited liability company; (iii) the corporation or limited liability company agrees in writing to assume all of Franchisee's obligations hereunder; and (iv) all stockholders of the corporation, or members and managers of the limited liability company, as applicable, personally guarantee prompt payment and performance by the corporation or limited liability company of all its obligations to Franchisor and Franchisor's affiliates, under this Agreement and any other agreement between Franchisee and Franchisor and/or Franchisor's affiliates, and execute the Personal Guaranty attached to this Agreement as Exhibit B.

G. Franchisor's Right to Transfer. Franchisor has the right to sell, transfer, assign and/or encumber all or any part of Franchisor's assets and Franchisor's interest in, and rights and obligations under, this Agreement in Franchisor's sole discretion.

14. COVENANTS

Franchisee acknowledges that, as a participant in Franchisor's System, Franchisee will receive proprietary and confidential information and materials, trade secrets, and the unique methods, procedures and techniques that Franchisor has developed. As such, Franchisee agrees to the covenants in this Section to protect Franchisor, the System, Proprietary Marks and Franchisor's other franchisees.

A. During the Term of this Agreement. During the term of this Agreement, neither Franchisee, its principals, owners, guarantors or Boutique Manager(s), nor any immediate family of Franchisee, its principals, owners, guarantors or Boutique Manager(s), may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

1. Own, maintain, engage in, be employed or serve as an officer, director, or principal of, lend

money or extend credit to, lease/sublease space to, or have any interest in or involvement with (a) any spa concept or other business that provides massage therapy or massage services of any kind (each, a "Competing Business"), or (b) any business that offers or grants licenses or franchises, or establishes joint ventures, in connection with the ownership or operation of a Competing Business. For purposes of this Agreement, a Competing Business does not include: (i) any Boutique operated by Franchisee under a franchise agreement with Franchisor; or (ii) any business operated by a publicly-traded entity in which Franchisee owns less than two percent (2%) legal or beneficial interest;

2. Employ or seek to employ any person who is at that time employed by Franchisor, Franchisor's affiliates or any other System franchisee, or otherwise directly or indirectly induce or seek to induce such person to leave his or her employment thereat; or

3. Divert, or attempt to divert, any prospective customer to a Competing Business in any manner.

B. <u>After the Term of this Agreement</u>.

For a period of two (2) years after the expiration and non-renewal, transfer or termination of this Agreement, regardless of the cause, neither Franchisee, its principals, owners and guarantors, nor any member of the immediate family of Franchisee, its principals, owners or guarantors, may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation, be involved with any business competing in whole or in part with Franchisor granting franchises or licenses for Competing Businesses. The geographic scope of this covenant shall be anywhere where Franchisor has franchises or is actively offering or selling franchises.

For a period of two (2) years after the expiration and non-renewal, transfer or termination of this Agreement, regardless of the cause, neither Franchisee, its principals, owners and guarantors, nor any member of the immediate family of Franchisee, its principals, owners or guarantors, may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

a. Own, maintain, engage in, be employed as an officer, director, or principal of, lend money to, extend credit to or have any interest in or involvement with any o Competing Business: (i) at the Premises; (ii) within the Designated Territory; or (iii) within a twenty-five (25) mile radius of the perimeter of the Designated Territory being granted hereunder or any other designated territory licensed by Franchisor to a franchised Boutique as of the date of expiration or termination of this Agreement;

b. Solicit business from customers of Franchisee's former Franchised Business or contact any of Franchisor's suppliers or vendors for any competitive business purpose, or (ii) subject to and as permitted by applicable laws where the Franchised Business is located, solicit any of Franchisor's other employees, or the employees of Franchisor's affiliates or any other System franchisee to discontinue employment; or

c. Subject to and as permitted by applicable state law, solicit any of Franchisor's other employees, or the employees of Franchisor's affiliates or any other System franchisee to discontinue employment.

C. <u>Intent of the Parties and Reasonableness</u>. It is the parties' intent that the provisions of this Section 14 be judicially enforced to the fullest extent permissible under applicable law. Accordingly, the parties agree that any reduction in scope or modification of any part of the noncompetition provisions contained herein shall not render any other part unenforceable. In the event of the actual or threatened breach of this

Section 14 by Franchisee, any of Franchisee's principals, or any member of the immediate family of Franchisee or Franchisee's principals, Franchisor shall be entitled to an injunction restraining such person from any such actual or threatened breach. Franchisee acknowledges that the covenants contained herein are necessary to protect the goodwill of the Franchised Business, other System franchisees, and the System. Franchisee further acknowledges that covenants contained in this Section 14 are necessary to protect Franchisor's procedures and know-how transmitted during the term of this Agreement. Franchisee agrees that in the event of the actual or threatened breach of this Section 14, Franchisor's harm will be irreparable and that Franchisor has no adequate remedy at law to prevent such harm. Franchisee acknowledges and agrees on Franchisee's own behalf and on behalf of the persons who are liable under this Section 14 that each has previously worked or been gainfully employed in other careers and that the provisions of this Section 14 in no way prevent any such person from earning a living. Franchisee further acknowledges and agrees that the time limitation of this Section 14 shall be tolled during any default under this Section 14.

D. Confidentiality and Non-Competition Agreement. Franchisee must ensure that all management personnel of the Franchised Business, as well as any of Franchisee's employees that have access to Franchisor's Confidential Information and any officers, directors of Franchisee, execute Franchisor's then-current form of Confidentiality and Non-Competition Agreement (which will be in substantially the same for as the document attached to this Agreement as Exhibit E). Franchisee must furnish Franchisor a copy of each executed agreement.

E. No Defense. Franchisee hereby agrees that the existence of any claim Franchisee may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to Franchisor's enforcement of the covenants contained in this Section 14. Franchisee agrees to pay all costs and expenses (including reasonable attorneys' fees) that Franchisor incurs in connection with the enforcement of this Section 14.

15. DEFAULT AND TERMINATION

Franchisor may terminate this Agreement as described in this Section, and Franchisee agrees and acknowledges that the defaults, or failure to cure such defaults within the appropriate time period prescribed below (if any), shall constitute "good cause" and "reasonable cause" for termination under any state franchise laws or regulations that might apply to the operation of the Franchised Business.

A. Automatic Termination. This Agreement will automatically terminate without notice or an opportunity to cure upon the occurrence of any of the following:

1. The Franchisee becomes insolvent or makes a general assignment for the benefit of creditors, unless otherwise prohibited by law;

2. A petition in bankruptcy is filed by Franchisee or such a petition is filed against and consented to by Franchisee and not dismissed within thirty (30) days;

3. A bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian in connection with the Franchisee or Franchised Business (or assets of the Franchised Business) is filed and consented to by Franchisee;

4. A receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed;

5. A final judgment in excess of Ten Thousand Dollars ($10,000.00) against Franchisee remains

unsatisfied or of record for sixty (60) days or longer (unless a bond is filed or other steps are taken to effectively stay enforcement of such judgment in the relevant jurisdiction), except that Franchisor may provide Franchisee with additional time to satisfy the judgment if Franchisee demonstrates that it is using commercially reasonable efforts to resolve the issues related to the judgment; or

6. Franchisee attempts to sell, transfer, encumber or otherwise dispose of any interest in Franchisee, this Agreement or the Franchised Business in violation of Section 13 hereof.

B. Termination upon Notice. Franchisor has the right to terminate this Agreement upon written notice to Franchisee without providing Franchisee any opportunity to cure with respect to any of the following breaches or defaults:

1. If Franchisee or Franchisee's owners/principals commit any fraud or misrepresentation in the establishment or operation of the Franchised Business, including without limitation, any misrepresentation made in Franchisee's franchise application;

2. If Franchisee and any other required attendees fail to attend and complete the Initial Training Program within the time period prescribed in this Agreement;

3. If Franchisee receives from Franchisor three (3) or more notices to cure the same or similar defaults or violations set forth in Section 15(C) of this Agreement during any twelve (12) month period, whether or not these breaches were timely cured;

4. If Franchisee or Franchisee's owners/principals violate any of the in-term covenant not to compete or any of the other restrictive covenants set forth in Section 14 of this Agreement;

5. If Franchisee misuses the Proprietary Marks or Confidential Information in any manner, or otherwise violates any provision of this Agreement related to the use of the Proprietary Marks, Confidential Information and any other confidential materials provided by Franchisor (including those provisions related to non- disclosure of the Manuals and other confidential materials that Franchisor loans to Franchisee);

6. If Franchisee misuses any proprietary software that Franchisor designates for use in connection with the Franchised Business;

7. If Franchisee or any of Franchisee's principals default on any other agreement with Franchisor or any affiliate or Approved Supplier of Franchisor, and such default is not cured within the prescribed time period set forth in that other agreement;

8. If Franchisee defaults under the lease for the Premises and does not cure within the prescribed period of time thereunder, or if Franchisee otherwise loses its right to possess and control the Premises to operate the Franchised Business at any time during the term of this Agreement (except in cases of *force majeure* and cases where Franchisor has previously approved Franchisee's relocation request and Franchisee timely relocates);

9. If Franchisee fails to open and commence operations of the Franchised Business within the time period prescribed in Section 6 of this Agreement;

10. If Franchisee fails to cure any of the following violations under this Agreement within ten (10) days of being notified by Franchisor: (i) failure to offer only those Approved Products and Approved Services that Franchisor authorizes at the Franchised Business; (ii) any purchase of any non-approved item

or service for use in connection with the Franchised Business; or (iii) failure to purchase any Required Item that Franchisor designates as necessary for the establishment or operation of the Franchised Business from the appropriate Approved Supplier(s) that Franchisor designates;

11. If Franchisee voluntarily or otherwise abandons the Franchised Business. For purposes of this Agreement, the term "abandon" means: (i) failure to actively operate the Franchised Business for more than two (2) business days without Franchisor's prior written consent; or (ii) any other conduct on the part of Franchisee or its principals that Franchisor determines indicates a desire or intent to discontinue operating the Franchised Business in accordance with this Agreement or the Manuals;

12. If Franchisee fails to provide Franchisor with access to Franchisee's POS system, Computer System or registers located at the Franchised Business as required under this Agreement, and fails to remedy this default within twenty-four (24) hours of being notified by Franchisor;

13. If Franchisee fails to pay Franchisor, its affiliates or any of its Approved Suppliers any amount that is due and owing Franchisor within ten (10) days of the date that Franchisor (or other party owed the money) notifies Franchisee of the outstanding amount that is due and owed;

14. If Franchisee fails, for a period of fifteen (15) days after notification of non- compliance by appropriate authority, to comply with any law or regulation applicable to the operation of the Franchised Business;

15. If Franchisee fails, for a period of ten (10) days after notification of non- compliance, to obtain any other licenses, certificates, permits or approvals necessary to operate the Franchised Business at the Premises;

16. If Franchisee, any person controlling, controlled by, or under common control with the Franchisee, any principal officer or employee of Franchisee, or any person owning an interest in Franchise is convicted of a felony or any other crime or offense (even if not a crime) that is reasonably likely in the sole opinion of Franchisor to adversely affect the System, any System unit, the Proprietary Marks, or the goodwill associated therewith;

17. If Franchisee takes for Franchisee's own personal use any assets or property of the Franchised Business, including inventory, employee taxes, FICA, insurance or benefits;

18. If there are insufficient funds in Franchisee's EFT Account to cover a check or EFT payment due to Franchisor or its affiliates under this Agreement three (3) or more times within any twelve (12) month period; or

19. If Franchisee commits repeated violations of any health, zoning, sanitation, or other regulatory law, standard, or practice; operates the business in a manner that presents a health or safety hazard to its employees or customers; or if Franchisee loses its approval from any city, state, or other regulatory agency to operate a business that provides any of the Approved Services.

C. Termination upon Notice and 30 Days' Cure. Except for those defaults set forth in Sections 15(A)-(B) of this Agreement, Franchisor may terminate this Agreement upon notice to Franchisee in the event Franchisee: (i) breaches or violates any other covenant, obligation, term, condition, warranty, or certification under this Agreement, including Franchisee's failure to comply with any of Franchisor's other System standards and specifications in the operation of the Franchised Business as set forth in the Manuals; and (ii) fails to cure such breach or violation within thirty (30) days of the date Franchisee is provided with notice thereof by Franchisor.

D. Step-In Rights. In addition to Franchisor's right to terminate this Agreement, and not in lieu of such right or any other rights hereunder, if this Agreement is subject to termination due to Franchisee's failure to cure any default within the applicable time period (if any),then Franchisor has the right, but not the obligations, to enter the Premises and exercise complete authority with respect to the operation of the Franchised Business until such time that Franchisor determines, in its reasonable discretion, that the default(s) at issue have been cured and that Franchisee is otherwise in compliance with the terms of this Agreement. In the event Franchisor exercises these "step-in rights," Franchisee must (a) pay Franchisor a management fee amounting to eight percent (8%) of the Gross Sales of the Franchised Business or a minimum of $2,500 per month, whichever is greater, during the time period that Franchisor's representatives are operating the Franchised Business (the "Management Fee"), and (b) reimburse Franchisor for all reasonable costs and overhead that Franchisor incurs in connection with its operation of the Franchised Business, including without limitation, costs of personnel supervising and staffing the Franchised Business and any travel, lodging and meal expenses. If Franchisor undertakes to operate the Franchised Business pursuant to this Section, Franchisee must indemnify, defend and hold Franchisor (and its representatives and employees) harmless from and against any Claims that may arise out of Franchisor's operation of the Franchised Business.

16. POST-TERM OBLIGATIONS

Upon the expiration or termination of this Agreement, Franchisee shall immediately:

A. Cease Ownership and Operation of The Now Boutique Location; Cease Affiliate with Franchisor and Brand. Cease to be a franchise owner of Franchised Business under this Agreement and cease to operate the former Franchised Business under the System. Franchisee shall not thereafter directly or indirectly represent to the public that the former Franchised Business is or was operated or in any way connected with the System or hold itself out as a present or former franchise owner of Franchise at or with respect to the Premises;

B. Return Manuals and Confidential Information. Return to Franchisor the Manuals and all trade secrets, Confidential Information (including all Client lists and Approved Services agreements) and other confidential materials, equipment, software and property owned by Franchisor and all copies thereof. Franchisee shall retain no copy or record of any of the foregoing; provided, however, that Franchisee may retain its copy of this Agreement, any correspondence between the parties, and any other document which Franchisee reasonably needs for compliance with any applicable provision of law;

C. Assignment of Client Agreements, Telephone/Facsimile Numbers and Domain Names. Take such action as may that Franchisor designates to: (i) provide the then-current and up-to-date customer list and contracts to Franchisor; and (ii) transfer, disconnect, forward, or assign all telephone/facsimile numbers and domain names used in connection with the Franchised Business, as well as all white and yellow page telephone references, advertisements, and all trade and similar name registrations and business licenses to Franchisor or its designee and cancel any interest which Franchisee may have in the same (as Franchisor directs in its sole discretion). Franchisee agrees to execute all documents necessary to comply with the obligations of this Section, including the form Conditional Assignment of Telephone/Facsimile Numbers and Domain Names attached to this Agreement as Exhibit F.

D. Cease Using Proprietary Marks. Cease to use in advertising or in any manner whatsoever any methods, procedures, or techniques associated with the System in which Franchisor has a proprietary right, title, or interest, and cease to use the Proprietary Marks and any other marks and indicia of operation associated with the System; and remove all trade dress, physical characteristics, color combinations, and other indications of operation under the System from the Premises. Without limiting the generality of the foregoing, Franchisee agrees that, in the event of any termination or expiration and non-renewal of this Agreement, it will remove all signage bearing the Proprietary Marks, deliver the fascia for such signs to Franchisor upon Franchisor's request, and remove any items that are characteristic of the System "trade dress" from the Premises. Franchisee agrees that Franchisor or a designated agent may enter upon the Premises at any time to make such changes at Franchisee's sole risk and expense and without liability for trespass;

E. Compliance with Post-Term Covenants. Comply with the post-term covenants not to compete and other restrictive covenants set forth in Section 14 of this Agreement;

F. Payment of Amounts Due. Pay Franchisor, as well as each of Franchisor's Approved Suppliers, any and all amounts owed under this Agreement or otherwise in connection with the former Franchised Business within 10 days of the termination or expiration date.

G. Written Evidence of Compliance. Provide Franchisor with written evidence that they have complied with the post-term obligations, within thirty (30) days' notice of termination or scheduled expiration of the franchise; and

H. Purchase of Assets. Franchisor shall have the option, but not the obligation, within thirty (30) days after the date of termination, expiration, and non-renewal of this Agreement to purchase any and all of Franchisee's operating assets from the Franchised Business at a purchase price equal to net depreciated book value. If Franchisor elects this option, Franchisor will deliver written notice to Franchisee. Franchisor will have the right to inspect equipment at any time during this thirty (30) day period. If Franchisor elects to purchase equipment as part of the asset purchase, Franchisor will be entitled to, and Franchisee must provide, all customary warranties and representations as to the maintenance, function, and condition of the equipment and Franchisee's good title to the equipment (including, but not limited to, that Franchisee owns the equipment free and clear of any liens and encumbrances).

17. TAXES AND INDEBTEDNESS

A. Taxes. Franchisee must promptly pay when due any and all federal, state, and local taxes, including without limitation, unemployment, workers' compensation, and sales taxes which are levied or assessed with respect to any services or products furnished, used, or licensed pursuant to this Agreement and all accounts or other indebtedness of every kind incurred by Franchisee in the operation of the Franchised Business.

B. Debts and Obligations. Franchisee hereby expressly covenants and agrees to accept full and sole responsibility for any and all debts and obligations incurred in the operation of the Franchised Business.

18. WRITTEN APPROVALS; WAIVERS; FORMS OF AGREEMENT; AMENDMENT

A. Franchisor's Approval. Whenever this Agreement requires or Franchisee desires to obtain Franchisor's approval, Franchisee shall make a timely written request. Unless a different period is specified in this Agreement, Franchisor shall respond with its approval or disapproval within fifteen (15) days of receipt of such request. If Franchisor has not specifically approved a request within such fifteen (15) day period, such failure to respond shall be deemed as a disapproval of any such request.

B. No Waiver. No failure of Franchisor to exercise any power reserved to it by this Agreement and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Franchisor's right to demand exact compliance with any of the terms herein. No waiver or approval by Franchisor of any particular breach or default by Franchisee; no delay, forbearance, or omission by Franchisor to act or give notice of default or to exercise any power or right arising by reason of such default hereunder; and no acceptance by Franchisor of any payments due hereunder shall be considered a waiver or approval by Franchisor of any preceding or subsequent breach or default by Franchisee of any term, covenant, or condition of this Agreement.

C. Terms of Other Franchise Agreements. No warranty or representation is made by the Franchisor that all System franchise agreements heretofore or hereafter issued by Franchisor do or will contain terms substantially similar to those contained in this Agreement. Further, Franchisee recognizes and agrees that Franchisor may, in its reasonable business judgment due to local business conditions or otherwise, waive or modify comparable provisions of other franchise agreements heretofore or hereafter granted to other System franchise owners in a non-uniform manner.

D. Modification of System and Manuals. Except as provided in Section 22 and Franchisor's right to unilaterally modify the System and Manuals, no amendment, change, or variance from this Agreement shall be binding upon either Franchisor or Franchisee unless set forth in writing and signed by both parties.

E. No Disclaimers of Franchise Disclosure Document. Nothing in this Agreement or in any related agreement is intended to disclaim the representations Franchisor made in the franchise disclosure document.

19. ENFORCEMENT

In order to ensure compliance with this Agreement and enable Franchisor to carry out its obligation under this Agreement, Franchisee agrees that Franchisor and its designated agents shall be permitted, with or without notice, full and complete access during business hours to inspect the Premises and all records thereof, including but not limited to, records relating to Franchisee's customers, suppliers, employees, and agents. Franchisee shall cooperate fully with the Franchisor and its designated agents requesting such access.

The Franchisor or its designee shall be entitled to obtain without bond, declarations, temporary and permanent injunctions, and orders of specific performance in order to enforce the provisions of this Agreement relating to Franchisee's use of the Proprietary Marks, the obligations of Franchisee upon termination or expiration of this Agreement, and assignment of the franchise and ownership interests in Franchisee or in order to prohibit any act or omission by Franchisee or its employees which constitutes a violation of any applicable law or regulation, which is dishonest or misleading to prospective or current customers of businesses operated under the System, which constitutes a danger to other franchise owners, employees, customers, or the public or which may impair the goodwill associated with the Proprietary Marks.

A. No Withholding of Payments. Franchisee agrees and acknowledges that it may not withhold payments or amounts of any kind due to Franchisor on the premise of alleged nonperformance by Franchisor of any of its obligations hereunder.

B. Costs and Attorneys' Fees. If Franchisee is in breach or default of any monetary or non- monetary obligation under this Agreement or any related agreement between Franchisee and Franchisor and/or

Franchisor's affiliates, and Franchisor engages an attorney to enforce Franchisor's rights (whether or not formal judicial proceedings are initiated), Franchisee must reimburse Franchisor for all costs/expenses incurred in connection with enforcing its rights under this Agreement including all reasonable attorneys' fees, court costs and litigation expenses. If either party institutes any legal action to interpret or enforce the terms of this Agreement, and such party's claim in such action is denied or the action is dismissed or if otherwise determined by the court or authority adjudicating such action, the prevailing party shall be entitled to recover its reasonable attorneys' fees and all other reasonable costs and expenses incurred in the same, and to have such an amount awarded as part of the judgment in the proceeding.

20. NOTICES

Any notice required to be given hereunder shall be in writing and shall be either mailed by certified mail, return receipt requested, or delivered by a recognized courier service, receipt acknowledged. Notices must be provided to each party at the respective addresses set forth below:

To Franchisor:	THE NOW FRANCHISE, LLC Attn: Jason Post 8149 Santa Monica Boulevard PMB 298 Los Angeles, California 90046
With a copy to:	Lewitt, Hackman, Shapiro, Marshall & Harlan, a Law Corporation Attn: Barry Kurtz 16633 Ventura Boulevard, 11th Floor Encino, California 91436
To Franchisee:	____________________________ ____________________________ ____________________________

Any notice complying with the provisions hereof will be deemed delivered at the earlier of: (i) three (3) days after mailing; or (ii) the actual date of delivery or receipt (as evidenced by the courier). Each party shall have

the right to designate any other address for such notices by providing the other party(ies) with written notice thereof at the addresses above, and in such event, all notices to be mailed after receipt of such notice shall be sent to such other address.

21. GOVERNING LAW AND DISPUTE RESOLUTION

A. Governing Law. This Agreement is governed by the laws of the state of California without reference to this state's conflict of laws principles (subject to state law), except that: (i) any disputes or actions involving any non-competition covenants, including the interpretation and enforcement thereof, must be governed by the law of the state where the Boutique is located; and (ii) any franchise-specific or franchise-applicable laws of California, including those related to pre-sale disclosure and the franchise relationship generally, will not apply to this Agreement or franchise awarded hereunder unless the awarding of said franchise specifically falls within the scope of such California laws, regulations or statutes without reference to and independent of any reference to this choice of law provision.

B. Internal Dispute Resolution. Franchisee must first bring any claim or dispute between Franchisee and Franchisor to Franchisor's management, after providing notice as set forth in Section 21(G) of this

Agreement, and make every effort to resolve the dispute internally. Franchisee must exhaust this internal dispute resolution procedure before Franchisee may bring Franchisee's dispute before a third party. This agreement to first attempt resolution of disputes internally shall survive termination or expiration of this Agreement.

C. Mediation. At Franchisor's option, all claims or disputes between Franchisee and Franchisor (or its affiliates) arising out of, or in any way relating to, this Agreement or any other agreement by and between Franchisee and Franchisor (or its affiliates), or any of the parties' respective rights and obligations arising from such agreement, which are not first resolved through the internal dispute resolution procedure sent forth in Section 21(B) above, will be submitted first to mediation to take place at Franchisor's then-current headquarters under the auspices of the American Arbitration Association ("AAA"), in accordance with AAA's Commercial Mediation Rules then in effect. Before commencing any legal action against Franchisor or its affiliates with respect to any such claim or dispute, Franchisee must submit a notice to Franchisor, which specifies, in detail, the precise nature and grounds of such claim or dispute. Franchisor will have a period of thirty (30) days following receipt of such notice within which to notify Franchisee as to whether Franchisor or its affiliates elects to exercise its option to submit such claim or dispute to mediation. Franchisee may not commence any action against Franchisor or its affiliates with respect to any such claim or dispute in any court unless Franchisor fails to exercise its option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by Franchisor. Franchisor's rights to mediation, as set forth herein, may be specifically enforced by Franchisor. Each party will bear its own cost of mediation and Franchisor and Franchisee will share mediator fees equally. This agreement to mediate will survive any termination or expiration of this Agreement. The parties will not be required to first attempt to mediate a controversy, dispute, or claim through mediation as set forth in this Section 21(C) if such controversy, dispute, or claim concerns an allegation that a party has violated (or threatens to violate, or poses an imminent risk of violating): (i) any federally protected intellectual property rights in the Proprietary Marks, the System, or in any Confidential Information or other confidential information; (ii) any of the restrictive covenants contained in this Agreement; and (iii) any of Franchisee's payment obligations under this Agreement.

D. Injunctive Relief. Franchisee acknowledges and agrees that irreparable harm could be caused to Franchisor by Franchisee's violation of certain provisions of this Agreement and, as such, in addition to any other relief available at law or equity, Franchisor shall be entitled to obtain in any court of competent jurisdiction, without bond, restraining orders or temporary or permanent injunctions in order to enforce, among other items, the provisions of this Agreement relating to: (i) Franchisee's use of the Proprietary Marks and Confidential Information (including any proprietary software used in connection with the Franchised Business); (ii) the in-term covenant not to compete, as well as any other violations of the restrictive covenants set forth in this Agreement; (iii) Franchisee's obligations on termination or expiration of this Agreement; (iv) disputes and controversies based on or arising under the Lanham Act, or otherwise involving the Proprietary Marks, as now or hereafter amended; (v) disputes and controversies involving enforcement of the Franchisor's rights with respect to confidentiality under this Agreement; and (vi) to prohibit any act or omission by Franchisee or its employees that constitutes a violation of applicable law, threatens Franchisor's franchise system or threatens other franchisees of Franchisor. Franchisee's only remedy if such an injunction is entered will be the dissolution of the injunction, if appropriate, and Franchisee waives all damage claims if the injunction is wrongfully issued.

E. Venue. Subject to Sections 22(B)-(D) of this Agreement, the parties agree that any actions arising out of or related to this Agreement must be initiated and litigated in the state court of general jurisdiction closest to Los Angeles, California or, if appropriate, the United States District Court for the Central District of

California. Franchisee acknowledges that this Agreement has been entered into in the State of California, and that Franchisee is to receive valuable and continuing services emanating from Franchisor's headquarters in California, including but not limited to training, assistance, support and the development of the System. In recognition of such services and their origin, Franchisee hereby irrevocably consents to the personal jurisdiction of the state and federal courts of California as set forth in this Section.

F. Third Party Beneficiaries. Franchisor's officers, directors, shareholders, agents and/or employees are express third party beneficiaries of the provisions of this Agreement, including the dispute resolution provisions set forth in this Section 21, each having authority to specifically enforce the right to mediate/arbitrate claims asserted against such person(s) by Franchisee.

G. Notice Requirement. As a condition precedent to commencing an action for damages or for violation or breach of this Agreement, Franchisee must notify Franchisor within thirty (30) days after the occurrence of the violation or breach, and failure to timely give such notice shall preclude any claim for damages.

H. No Withholding of Payments. Franchisee shall not withhold all or any part of any payment to Franchisor or any of its affiliates on the grounds of Franchisor's alleged nonperformance or as an offset against any amount Franchisor or any of Franchisor's affiliates allegedly may owe Franchisee under this Agreement or any related agreements.

I. Limitation of Actions. Franchisee further agrees that no cause of action arising out of or under this Agreement may be maintained by Franchisee against Franchisor unless brought before the expiration of one (1) year after the act, transaction or occurrence upon which such action is based or the expiration of one year after the Franchisee becomes aware of facts or circumstances reasonably indicating that Franchisee may have a claim against Franchisor hereunder, whichever occurs sooner, and that any action not brought within this period shall be barred as a claim, counterclaim, defense, or set-off. Franchisee hereby waives the right to obtain any remedy based on alleged fraud, misrepresentation, or deceit by Franchisor, including, without limitation, rescission of this Agreement, in any mediation, judicial, or other adjudicatory proceeding arising hereunder, except upon a ground expressly provided in this Agreement, or pursuant to any right expressly granted by any applicable statute expressly regulating the sale of franchises, or any regulation or rules promulgated thereunder.

J. Waiver of Punitive Damages. Franchisee hereby waives to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) against Franchisor arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agrees that in the event of a dispute, that Franchisee's recovery is limited to actual damages. Except for any damages or losses incurred by Franchisor as a result of or arising out of any of Franchisee's (a) breach of its non-compete or confidentiality obligations under the Franchise Agreement, (b) misuse or breach of its obligations under the Franchise Agreement as it relates to or arises out of the Proprietary Marks or the System, (c) fraud or willful misconduct, or (d) any other illegal conduct or bad faith actions, Franchisor hereby waives to the fullest extent permitted by law, any right to or claim for any punitive damages (and only punitive damages) against Franchisee arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise). If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, Franchisee's waiver of any right to claim any consequential damages. Nothing in this Section or any other provision of this Agreement shall be construed to prevent Franchisor from claiming and obtaining expectation or consequential damages, including lost future royalties for the balance of the term of this Agreement if it is terminated due to Franchisee's default, which the parties agree and acknowledge Franchisor may claim under this Agreement.

K. <u>WAIVER OF JURY TRIAL.</u> THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR FRANCHISEE'S PURCHASE FROM FRANCHISOR OF THE FRANCHISE AND/OR ANY GOODS OR SERVICES.

L. <u>WAIVER OF CLASS ACTIONS OR OTHER COLLECTIVE ACTIONS.</u> THE PARTIES AGREE THAT ALL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE SALE OF THE FRANCHISED BUSINESS, WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE BASIS, AND THAT ANY PROCEEDING BETWEEN FRANCHISEE, FRANCHISEE'S GUARANTORS AND FRANCHISOR OR ITS AFFILIATES/OFFICERS/EMPLOYEES MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN FRANCHISOR AND ANY OTHER THIRD PARTY.

22. SEVERABILITY AND CONSTRUCTION

Should any provision of this Agreement for any reason be held invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed restricted in application to the extent required to render it valid, and the remainder of this Agreement shall in no way be affected and shall remain valid and enforceable for all purposes, both parties hereto declaring that they would have executed this Agreement without inclusion of such provision. In the event such total or partial invalidity or unenforceability of any provision of this Agreement exists only with respect to the laws of a particular jurisdiction, this paragraph shall operate upon such provision only to the extent that the laws of such jurisdiction are applicable to such provision. Each party agrees to execute and deliver to the other any further documents which may be reasonably required to make fully the provisions hereof. Franchisee understands and acknowledges that Franchisor shall have the right in its sole discretion on a temporary or permanent basis, to reduce the scope of any covenant or provision of this Agreement binding upon Franchisee without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee agrees that it will comply forthwith with any covenant as so modified, which shall be fully enforceable.

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute the same instrument.

The table of contents, headings, and captions contained herein are for the purposes of convenience and reference only and are not to be construed as a part of this Agreement. All terms and words used herein shall be construed to include the number and gender as the context of this Agreement may require. The parties agree that each Section of this Agreement shall be construed independently of any other Section or provision of this Agreement.

23. ACKNOWLEDGMENTS

Franchisee acknowledges that it received a complete copy of this Agreement for a period not less than fourteen (14) calendar days. Franchisee acknowledges that this Agreement, the franchise disclosure document ("FDD"), and the exhibits hereto constitutes the entire Agreement of the parties. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Documents. This Agreement terminates and supersedes any prior agreement between the parties concerning the same subjects.

Franchisee agrees that any acknowledgement contained in this Agreement does not waive any liability the Franchisor may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

[The remainder of this page is left intentionally blank.
Signatures to appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal as of the Effective Date

FRANCHISOR:

THE NOW FRANCHISE, LLC

By:_______________________________________

Print Name: Jeffrey Platt

Title: President

Date:_______________________________________

FRANCHISEE:

____

IF AN INDIVIDUAL:

By: ____________________________

Print Name: ____________________

Date: __________________________

IF A PARTNERSHIP, CORPORATION, OR OTHER ENTITY:

By: ____________________________

Print Name: ____________________

Date: __________________________

EXHIBIT A TO THE FRANCHISE AGREEMENT
DATA SHEET AND STATEMENT OF OWNERSHIP

THIS DATA SHEET AND STATEMENT OF OWNERSHIP ("Data Sheet") is made and entered into on___________________("Effective Date"), by and between: (i) THE NOW FRANCHISE, LLC, a Delaware limited liability company with its principal place of business at 8149 Santa Monica Boulevard PMB 298, Los Angeles, California 90046 (the "Franchisor"); and (ii) __________, a (resident of) (corporation organized in) (limited liability company organized in)_________________with a business address at ____(the "Franchisee").

1. OPENING DATE

_____________________ ("Opening Date")

2. SITE SELECTION AREA

Pursuant to Section 2(B) of the Franchise Agreement, Franchisee must locate and secure a Premises for the Franchised Business within the following Site Selection Area:

____
____
____

3. PREMISES

Pursuant to Section 2(C) of the Franchise Agreement, the Franchised Business shall be located at the following approved Premises:

____
____
____

4. PROTECTED TERRITORY

Pursuant to Section 2(D) of the Franchise Agreement, Franchisee's Designated Territory will be defined as follows (if identified on a map, please attach map and reference attachment below):

____
____
____
____

5. Franchisee Contact Person. The following individual is a shareholder, member, or partner of Franchisee and is the principal person to be contacted on all matters relating to the Franchised Business:

Name: ____________________________________
Daytime Telephone No.: ____________________________________
Evening Telephone No.: ____________________________________
Cellular Telephone No.: ____________________________________
Facsimile No.: ____________________________________
E-mail Address: ____________________________________

6. Statement of Ownership. If Franchisee is a corporation, limited liability company, partnership or other business entity, the undersigned agree and acknowledge that the following is a complete list of all of the shareholders, members, or partners of Franchisee and the percentage interest of each individual:

Name	Position/Title	Interest (%)
____________________________	____________________	____________
____________________________	____________________	____________
____________________________	____________________	____________
____________________________	____________________	____________

IN WITNESS WHEREOF, the undersigned has duly executed this Data Sheet as of the Effective Date.

FRANCHISEE

____

By:______________________________________

Name:____________________________________

Title:_____________________________________

OWNERS
(SHAREHOLDERS/MEMBERS/PARTNERS/ETC.)

By: ______________________________________
Name:____________________________________

By: ______________________________________
Name:____________________________________

By: ______________________________________
Name:____________________________________

By: ______________________________________
Name:____________________________________

FRANCHISOR

THE NOW FRANCHISE, LLC

By: ____
Jeffrey Platt, President

EXHIBIT B TO THE FRANCHISE AGREEMENT

PERSONAL GUARANTY

NOTE: IF FRANCHISEE IS A CORPORATION, LIMITED LIABILITY COMPANY OR OTHER BUSINESS ENTITY, THEN EACH INDIVIDUAL/ENTITY WITH AN OWNERSHIP INTEREST IN FRANCHISEE (PRINCIPALS/MEMBERS/SHAREHOLDERS/MANAGERS/ PARTNERS/ETC.) AND THEIR RESPECTIVE SPOUSES MUST EXECUTE THIS FORM OF PERSONAL GUARANTY. IF FRANCHISEE IS AN INDIVIDUAL AND FRANCHISEE'S SPOUSE HAS NOT SIGNED THE FRANCHISE AGREEMENT DIRECTLY, THEN FRANCHISEE'S SPOUSE MUST EXECUTE THIS FORM OF PERSONAL GUARANTY.

ARTICLE I

PERSONAL GUARANTY

This personal guaranty ("Guaranty") is hereby made effective as of _____________(the "Effective Date"). The undersigned persons (individually and collectively "Franchisee") hereby represent to THE NOW FRANCHISE, LLC (the "Franchisor") that Franchisee are all the owners/ principals / members/ shareholders/ managers/ partners, as applicable, of the business entity named ________________(the "Franchisee"), as well as their respective spouses, as of Effective Date of this Personal Guaranty.

In consideration of the grant by Franchisor to the Franchisee as herein provided, each Franchisee hereby agree, in consideration of benefits received and to be received by each of Franchisee, jointly and severally, and for Franchisee, Franchisee's heirs, legal representatives and assigns, to be firmly bound by all of the terms, provisions and conditions of the foregoing THE NOW FRANCHISE, LLC Franchise Agreement, and any other agreement between Franchisee and Franchisor and/or its affiliates, and do hereby unconditionally guarantee the full and timely performance by Franchisee of each and every obligation of Franchisee under the aforesaid Franchise Agreement or other agreement between Franchisor and Franchisee, including, without limitation: (i) any indebtedness of Franchisee arising under or by virtue of the aforesaid Franchise Agreement; (ii) the prohibition of any change in the percentage of Franchisee owned, directly or indirectly, by any person, without first obtaining the written consent of Franchisor prior to said proposed transfer as set forth in the Franchise Agreement; (iii) those obligations related to confidentiality, non-disclosure and indemnification; and (iv) the in-term and post-term covenants against competition, as well as all other restrictive covenants set forth in the Franchise Agreement.

ARTICLE II

CONFIDENTIALITY

During the initial and any renewal terms of the Franchise Agreement and this Guaranty, Franchisee will receive information, which Franchisor considers to be Confidential Information, trade secrets and/or confidential information, including without limitation: methods, techniques and trade secrets for use in connection with the proprietary business operating system that Franchisor as its affiliates have developed (the "System") for the establishment and operation of a franchised business (hereafter, a "Franchised Business"); Franchisor's System standards and specification for the furniture, fixtures, equipment, supplies and inventory to be used in connection with the establishment and operation of a Franchised Business; the design, build-out and any construction/remodeling plans for the interior and exterior of the Franchised Business, as well as the individual Boutiques located within the Franchised Business; any proprietary software that is necessary for the operation of the Franchised Business; System standards and specifications for the marketing and sale of all products and services offered at the Franchised Business, including without limitation any proprietary products or services

Franchisor has developed; Franchisor's proprietary Operations Manual and other instructional manuals, as well as any training materials and information Franchisor has developed for use in connection with the System; information regarding the development of Franchisor's proprietary marks (the "Proprietary Marks"); as well as any other Confidential Information or confidential information that is provided to Franchisee by Franchisor during the term of the Franchise Agreement (collectively, "Confidential Information"). Franchisee shall not, during the term of this Agreement or anytime thereafter, communicate, divulge, or use for the benefit of any other person, partnership, association, corporation, or limited liability company any Confidential Information and trade secrets, including, without limitation: Franchisor's copyrighted materials; price marketing mixes related to the offer and provision of massage therapy and other Approved Services and Approved Products (as defined in the Franchise Agreement); standards and specifications for providing the Approved Services and Products and other merchandise or services offered or authorized for sale by System franchisees; methods and other techniques and know-how concerning the of operation of the Franchised Business, which may be communicated to Franchisee or of which Franchisee may become apprised by virtue of Franchisee's role as a guarantor of the Franchisee's obligations under the Franchise Agreement. Franchisee also acknowledges and agrees that the following also constitutes "Confidential Information" under this Section: former, current and prospective customer information, including customer names and addresses, customer membership and treatment histories and all corresponding contracts/agreements (collectively "Customer Lists"), and (ii) sources and pricing matrices of any approved or designated suppliers; and (iii) any and all information, knowledge, know-how, techniques, and other data, which Franchisor designates as confidential.

ARTICLE III
NON-COMPETITION

Franchisee acknowledges that as a participant in the Franchisor's System, Franchisee will receive proprietary and confidential information and materials, trade secrets, and the unique methods, procedures and techniques which Franchisor has developed. Therefore, to protect Franchisor and all Franchisor's franchisees, Franchisee agrees as follows:

1. During the Term of the Franchise Agreement and this Guaranty. During the term of the Franchise Agreement and this Personal Guaranty, each of the undersigned may not, directly or in-directly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

1.1. Own, maintain, engage in, lend money to, extend credit to, have any interest in, or be employed as an officer, director, executive, or principal of any other spa concept or other business that: (i) offers and/or provides massage therapy or other massage-related services (each, a "Competing Business"); or (ii) grants or has granted franchises or licenses, or establishes or has established joint ventures, in connection with the ownership or operating of any Competing Business; provided, however, that this Section does not apply to Franchisee's operation of a franchised Boutique pursuant to a valid franchise agreement with Franchisor, or Franchisee's ownership of less than two percent (2%) of the interests in a publicly-traded company.

1.2. Employ or seek to employ any person who is at that time employed by Franchisor, Franchisor's affiliates or any other System franchisee, or otherwise directly or indirectly induce or seek to induce such person to leave his or her employment thereat; or

1.3. Divert or attempt to divert business or customers of any Franchisee-owned Franchised Businesses to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks or the System.

2. After the Term of This Agreement.

2.1. For a period of two years after the expiration and nonrenewal, transfer or termination of the Franchise Agreement, regardless of the cause, the undersigned may not, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation enter into any business competing in whole or in part with Franchisor in granting franchises or licenses, or establishing joint ventures, for Competing Businesses. The geographic scope of this non- compete shall be limited to the areas where Franchisor has commenced offering and selling franchises as of the date this provision becomes effective.

2.2. For a period of two years after the expiration, transfer or termination of the Franchise Agreement, regardless of the cause, the undersigned may not, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

2.2.1. Own, maintain, engage in, be employed by, lend money to, have any interest in, or be employed as an officer, director, executive, or principal of any other Competing Business at or within the following areas: (i) at the Premises of the Franchised Business; (ii) within the Designated Territory granted under the Franchise Agreement; or (iii) within a radius twenty-five (25) miles of (a) the perimeter of the Designated Territory granted under the Franchise Agreement, or (b) the perimeter of any other designated territory granted by Franchisor to any franchised business as of the date of expiration, transfer or termination of this Agreement through the date of Franchisee's involvement in the Competing Business;

2.2.2. Contact any of Franchisor's suppliers or vendors for any competitive business purpose; or

2.2.3. Subject to and as permitted by applicable state law, solicit any of Franchisor's other employees, or the employees of Franchisor's affiliates or any other System franchisee to discontinue employment.

3. Intent and Enforcement. It is the parties' intent that the provisions of this Article III be judicially enforced to the fullest extent permissible under applicable law. Accordingly, the parties agree that any reduction in scope or modification of any part of the noncompetition provisions contained herein shall not render any other part unenforceable. In the event of the actual or threatened breach of this Article III by Franchisee, any of Franchisee's principals, or any members of their immediate family, Franchisor shall be entitled to an injunction restraining such person from any such actual or threatened breach. Franchisee agrees that in the event of the actual or threatened breach of this Article III, Franchisor's harm will be irreparable and that Franchisor has no adequate remedy at law to prevent such harm. Franchisee acknowledges and agree that each employee has previously worked or been gainfully employed in other careers and that the provisions of this Article III in no way prevents employees from earning a living. Franchisee further acknowledge and agree that the time limitation of this Article III shall be tolled during any default under this Guaranty.

ARTICLE IV
DISPUTE RESOLUTION

1. Acknowledgment. Franchisee acknowledges that this Guaranty is not a franchise agreement and does not confer upon Franchisee any rights to use the Franchisor's proprietary marks or its system.

2. Governing Law. This Guaranty is governed by the laws of the state of California without reference to this state's conflict of laws principles (subject to state law), except that: (i) any disputes or actions involving any non-competition covenants, including the interpretation and enforcement thereof, must be governed by the law of the state where the Boutique is located; and (ii) any franchise-specific or franchise-applicable laws of California, including those related to pre-sale disclosure and the franchise relationship generally, will not apply to this Guaranty, Franchise Agreement and/or the franchise awarded thereunder unless the awarding of said franchise specifically falls within the scope of such California laws, regulations or statutes without reference to and independent of any reference to this choice of law provision.

3. Internal Dispute Resolution. Franchisee must first bring any claim or dispute arising out of or relating to the Franchise Agreement or this Personal Guaranty to Franchisor's Chief Executive Officer and/or President. Franchisee must agree to exhaust this internal dispute resolution procedure before bringing any dispute before a third party. This agreement to engage in internal dispute resolution first shall survive the termination or expiration of this Agreement.

4. Mediation. At Franchisor's option, all claims or disputes between Franchisee and Franchisor or its affiliates arising out of, or in any way relating to, the Franchise Agreement, this Guaranty or any other agreement by and between the parties or their respective affiliates, or any of the parties' respective rights and obligations arising from such agreements, which are not first resolved through the internal dispute resolution procedure set forth above, must be submitted first to mediation, in Los Angeles, California under the auspices of the American Arbitration Association ("AAA"), in accordance with AAA's Commercial Mediation Rules then in effect. Before commencing any legal action against Franchisor or its affiliates with respect to any such claim or dispute, Franchisee must submit a notice to Franchisor that specifies, in detail, the precise nature and grounds of such claim or dispute. Franchisor will have a period of thirty (30) days following receipt of such notice within which to notify Franchisee as to whether Franchisor or its affiliates elect to exercise Franchisor's option to submit such claim or dispute to mediation. Franchisee may not commence any arbitration proceeding or other action against Franchisor or its affiliates with respect to any such claim or dispute in any court unless Franchisor fails to exercise its option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by Franchisor. Franchisor may specifically enforce Franchisor's mediation rights under this Section. Each party shall bear its own cost of mediation, except that Franchisee and Franchisor shall share the mediator's fees and costs equally. This agreement to mediate at Franchisor's option shall survive any termination or expiration of the Franchise Agreement and this Guaranty.

4.1. *Excepted Claims.* The parties agree that mediation shall not be required with respect to any claim or dispute involving: (i) any of Franchisee's payment obligations that are past due; (ii) the actual or threatened disclosure or misuse of Franchisor's Confidential Information; (iii) the actual or threatened violation of Franchisor's rights in, or misuse of, the Proprietary Marks, System or other trade secrets; (iv) any of the restrictive covenants contained in the Franchise Agreement or this Guaranty; or (v) any claims arising out of or related to fraud or misrepresentation by Franchisee, or Franchisee's insolvency (collectively, the "Excepted Claims").

5. Right to Injunctive Relief. Nothing contained in this Guaranty shall prevent Franchisor from applying to or obtaining from any court having jurisdiction a writ of attachment, temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect Franchisor's interest prior to the filing of any mediation or arbitration proceeding, or pending the trial or handing down of a decision or award pursuant to any mediation or arbitration proceeding conducted hereunder. If injunctive relief is granted, Franchisee's only remedy will be the court's dissolution of the injunctive relief. If the injunctive relief was wrongfully issued, Franchisee expressly waive all claims for damages Franchisee incurred as a result of the wrongful issuance.

6. Jurisdiction and Venue. Subject to Sections 3 through 5 of this Agreement, the parties agree that any action at law or in equity instituted against either party to this Agreement must be commenced and litigated to conclusion (unless settled) only in any court of competent jurisdiction located closest to Los Angeles, California or, if appropriate, the United States District Court for the Central District of California. The undersigned hereby irrevocably consent to the jurisdiction of these courts.

7. Third Party Beneficiaries. Franchisor's officers, directors, shareholders, agents and/or employees are express third-party beneficiaries of this Agreement and the mediation and other dispute resolution provisions contained herein, each having authority to specifically enforce the right to mediate and litigate claims asserted against such person(s) by Franchisee.

8. JURY TRIAL AND CLASS ACTION WAIVER. THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR FRANCHISEE'S PURCHASE FROM FRANCHISOR OF THE FRANCHISE AND/OR ANY GOODS OR SERVICES. THE PARTIES AGREE THAT ALL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE SALE OF THE FRANCHISED BUSINESS, WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE BASIS, AND THAT ANY PROCEEDING BETWEEN FRANCHISEE, FRANCHISEE'S GUARANTORS AND FRANCHISOR OR ITS AFFILIATES/OFFICERS/EMPLOYEES MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN FRANCHISOR AND ANY OTHER THIRD PARTY.

9. Limitation of Action. Franchisee further agrees that no cause of action arising out of or under this Guaranty may be maintained by Franchisee unless brought before the expiration of one year after the act, transaction or occurrence upon which such action is based or the expiration of one year after Franchisee become aware of facts or circumstances reasonably indicating that Franchisee may have a claim against us, whichever occurs sooner, and that any action not brought within this period shall be barred as a claim, counterclaim, defense or set-off.

10. Punitive Damages. Franchisee hereby waives to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) which Franchisee may have against Franchisor, arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agrees that in the event of a dispute, that Franchisee's recovery shall be limited to actual damages. If any other term of this Guaranty is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages. Nothing in this Section shall, or may be construed to, limit or otherwise affect Franchisor's right to seek all damages available under applicable law,

including consequential damages such as future lost royalties and/or other future lost amounts, which the parties agree and acknowledge Franchisor may seek and recover.

11. Costs and Attorneys' Fees. Whether or not formal legal proceedings are initiated, in the event Franchisor incurs any legal fees or other costs associated with enforcing the terms of this Guaranty or the Franchise Agreement against Franchisee, then Franchisor will be entitled to recover from Franchisee all costs and expenses, including reasonable attorneys' fees, incurred in enforcing the terms of this Guaranty or the Franchise Agreement.

12. Nonwaiver. Franchisor's failure to insist upon strict compliance with any provision of this Guaranty shall not be a waiver of Franchisor's right to do so, any law, custom, usage or rule to the contrary notwithstanding. Delay or omission by Franchisor respecting any breach or default shall not affect Franchisor's rights respecting any subsequent breaches or defaults. All rights and remedies granted in this Guaranty shall be cumulative. Franchisee's election to exercise any remedy available by law or contract shall not be deemed a waiver or preclude exercise of any other remedy.

13. Acknowledgment. Franchisee agrees that fulfillment of any and all of Franchisor's obligations written in the Franchise Agreement or this Guaranty, or based on any oral communications which may be ruled to be binding in a court of law, shall be Franchisor's sole responsibility and none of Franchisor's owners, officers, agents, representatives, nor any individuals associated with Franchisor shall be personally liable to Franchisee for any reason. This is an important part of this Guaranty. Franchisee agrees that nothing that Franchisee believes Franchisee has been told by Franchisor or Franchisor's representatives shall be binding unless it is written in the Franchise Agreement or this Guaranty. <u>Do not sign this Agreement if there is any question concerning its contents or any representations made</u>.

14. Severability. The parties agree that if any provisions of this Guaranty may be construed in two ways, one of which would render the provision illegal or otherwise voidable or unenforceable and the other which would render it valid and enforceable, such provision shall have the meaning, which renders it valid and enforceable. The language of all provisions of this Guaranty shall be construed according to fair meaning and not strictly construed against either party. The provisions of this Guaranty are severable, and this Guaranty shall be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein, and partially valid and enforceable provisions shall be enforced to the extent that they are valid and enforceable. If any material provision of this Guaranty shall be stricken or declared invalid, the parties agree to negotiate mutually acceptable substitute provisions. In the event that the parties are unable to agree upon such provisions, Franchisor reserves the right to terminate this Guaranty.

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

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

Signatures to appear on the following page.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Guaranty as of the Effective Date.

PERSONAL GUARANTORS

______________________________	______________________________
[Insert Name of Guarantor]	[Insert Name of Spouse]
______________________________	______________________________
[Insert Name of Guarantor]	[Insert Name of Spouse]
______________________________	______________________________
[Insert Name of Guarantor]	[Insert Name of Spouse]

EXHIBIT C TO THE FRANCHISE AGREEMENT
ADDENDUM TO LEASE

This Addendum to Lease (“Addendum”) is hereby made and entered into on ________________ (“Effective Date”), by and between ______________________________ (“Landlord”) and (“Tenant”) and entered into by Tenant and Landlord concerning the Location at ________________________ (“the Lease”).

To the extent that there is any inconsistency between the terms of the Lease and the terms of this Addendum, the terms of this Addendum shall govern and control. None of the provisions in this Addendum or any rights granted Franchisor hereunder, may be amended absent Franchisor’s prior written consent.

Landlord and Tenant, intending that The NOW Franchise, LLC, a Delaware limited liability company, ("Franchisor") (and its successors and assigns) be a third-party beneficiary of this Addendum, hereby agree as follows:

A. The leased Premises will only be used in connection with the operation of a “The NOW” massage business (“Boutique”);

B 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 Boutique, including the current mark “The NOW”, the Boutique 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 NOW Manuals (“Proprietary Marks”), 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; and Landlord further agrees that Franchisor has the right to enter the Premises upon 24 hours written notice to Landlord to make any modifications necessary to protect Franchisor’s Proprietary Marks;

C. To allow Franchisee, upon written request from Franchisor, to provide Franchisor with a current copy of the Lease and any amendments:

D. To notify Franchisor in writing of, and upon the failure of Franchisee to cure, any default by Franchisee under the Lease, and also to provide Franchisor with the right to cure said default under the Lease within thirty (30) days of being notified (but Franchisor is under no obligation to do so);

E. Upon Tenant’s default or termination under the Lease, or upon the transfer, termination or expiration of the Franchise Agreement between Tenant and Franchisor, Tenant may assign this Lease or sublet the leased premises to Franchisor, Franchisor’s designee, or any bona-fide licensee or franchisee of Franchisor doing business as a “The Now” massage business, without the prior consent of, or prior written notice to, Landlord. Within ten (10) days of such assignment or subletting, Tenant shall deliver a copy of the signed agreement evidencing the assignment and containing an express covenant binding the transferee to Tenant’s obligations under the Lease. If Franchisor takes assignment of the Lease, Franchisor will not be obligated to pay to Landlord past due rent, common area maintenance, or other charges attributable to more than one (1) month of any of the same due under the Lease. Landlord shall give Franchisor thirty (30) days, upon termination of Franchisee’s rights under the Lease, to exercise its option to assume the Lease or designate a replacement bona fide franchisee to take assignment of the Lease and assume all of Tenant’s obligations thereunder;

F. The Lease may not be amended, assigned, renewed, or sublet without Franchisor's prior written approval; and

G: Unless and until otherwise changed by Franchisor, notice to Franchisor shall be sent as follows: The NOW Franchise, LLC, 8149 Santa Monica Blvd., PMB 298, Los Angeles, CA 90046, Attn: Real Estate

IN WITNESS WHEREOF, Landlord and Tenant have executed this Addendum to Lease as of the Effective Date.

LANDLORD:

[______________________________],
a [______________________________]

By:______________________________
Name:____________________________
Title: _____________________________

Date: _____________________________

TENANT:

[______________________________],
a [______________________________]

By:______________________________
Name:____________________________
Title: _____________________________

Date: _____________________________

SIGNED and SEALED this_______day of_______________, 20____

____Notary Public

COLLATERAL ASSIGNMENT OF LEASE

This Collateral Assignment of Lease (the "Assignment") is hereby made and entered into on ____________________ ("Effective Date") and for value received, the undersigned ("Assignor") hereby assigns and transfers to THE NOW FRANCHISE, LLC ("Assignee"), all of Assignor's right, title and interest as tenant in, to and under that certain lease, a copy of which is attached hereto as Schedule 1 (the "Lease") respecting premises commonly known as ______________________ ____ (the "Premises").

This Assignment is for collateral purposes only and except as specified herein, Assignee has no liability or obligation of any kind whatsoever arising from or in connection with this Assignment or the Lease unless: (i) Assignee provides express, written notice to both Assignor and the landlord of the Premises under the Lease that Assignee is assuming all of Assignor's rights, title and interest under the Lease pursuant to this assignment; and (ii) Assignee takes possession of the Premises demised by the Lease pursuant to the terms hereof, and assumes the obligations of Assignor thereunder.

Assignor represents and warrants to Assignee that it has full power and authority to so assign the Lease and its interest therein and that Assignor has not previously assigned or transferred, and is not obligated to assign or transfer, any of its interest in the Lease or the premises demised thereby.

Upon a default and failure to cure (within the appropriate time period) by Assignor under the Lease or under the franchise agreement for a Franchised Business between Assignee and Assignor (the "Franchise Agreement"), or in the event of a default by Assignor under any document or instrument securing the Franchise Agreement, or upon expiration or termination of the Franchise Agreement, Assignee has the right and is hereby empowered to take possession of the premises demised by the Lease, expel Assignor therefrom, and, in such event, Assignor will have no further right, title or interest in the Lease. Assignor hereby authorizes the Lessor to disclose to Assignee, upon its request, sales and other information furnished to the Lessor by Assignor.

Assignor agrees that it will not suffer or permit any surrender, termination, amendment or modification of the Lease without the prior written consent of Assignee. Throughout the term of the Franchise Agreement and any renewals thereto, Assignor agrees that it must elect and exercise all options to extend the term of or renew the Lease not less than 120 days prior to the last day that the option must be exercised, unless Assignee otherwise agrees in writing. If Assignee does not otherwise agree in writing, and upon failure of Assignor to so elect to extend or renew the Lease as aforesaid, Assignor hereby appoints Assignee as its true and lawful attorney-in-fact to exercise such extension or renewal options in the name, place and stead of Assignor for the purpose of effecting such extension or renewal.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the Effective Date.

ASSIGNOR:

Dated:______________________ ______________________________________

____

SIGNED AND SEALED this ____
day of__________________, 20____

EXHIBIT D TO THE FRANCHISE AGREEMENT
EFT AUTHORIZATION FORM

This EFT Authorization Form is hereby made and entered into on __________ ("Effective Date") by and between: (i) THE NOW FRANCHISE, LLC, a Delaware limited liability company with its principal place of business at 8149 Santa Monica Boulevard PMB 298, Los Angeles, California 90046 (the "Franchisor"); and (ii)______________________________________, a (resident of) (corporation organized in) (limited liability company organized in)___________________with a business address at __________________________________(the "Franchisee").

Bank Name: ____
ABA# : ____
Acct. No.: ____
Acct. Name: ____

Effective as of the date of the signature below, [Franchisee Name] (the "Franchisee") hereby authorizes THE NOW FRANCHISE, LLC (the "Company") or its designee to withdraw funds from the above-referenced bank account, electronically or otherwise, to cover the following payments that are due and owing Company or its affiliates under the franchise agreement dated__________________(the "Franchise Agreement") for the franchised business located at:____(the "Franchised Business"): (i) all Royalty Fees; (ii) Fund Contributions; (iii) Digital Marketing Requirement payments; (iv) Technology Fees; and (v) any amounts due and owing the Company or its affiliates in connection with marketing materials or other supplies or inventory that is provided by Company or its affiliates; and (iv) all other fees and amounts due and owing to Company or its affiliates under the Franchise Agreement. Franchisee acknowledges each of the fees described above may be collected by the Company (or its designee) as set forth in the Franchise Agreement.

The parties further agree that all capitalized terms not specifically defined herein will be afforded the definition they are given in the Franchise Agreement.

Such withdrawals shall occur on a weekly basis, or on such other schedule as Company shall specify in writing. This authorization shall remain in full force and effect until terminated in writing by Company. [Franchisee Name] shall provide Company, in conjunction with this authorization, a voided check from the above-referenced account.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this EFT Authorization Form as of the Effective Date.
AGREED:

FRANCHISEE	FRANCHISOR
[INSERT FRANCHISEE NAME]	THE NOW FRANCHISE, LLC
By:_____________________________________	By: ________________________
Name (Print):_____________________________	Name: Jeffrey Platt
Its:______________________________________	Title: President

Please attach a voided blank check, for purposes of setting up Bank and Transit Numbers.

EXHIBIT E TO THE FRANCHISE AGREEMENT

CONFIDENTIALITY AND RESTRICTIVE COVENANT AGREEMENT

(for trained employees, officers, directors, general partners, members, Boutique Managers and any other management personnel of Franchisee)

This Confidentiality and Restrictive Covenant Agreement is hereby made and entered into on _____________ ("Effective Date") and in consideration of my being a [INSERT TITLE/ROLE WITH FRANCHISEE] of____(the "Franchisee"), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I (the undersigned) hereby acknowledge and agree that Franchisee has acquired the right from THE NOW FRANCHISE, LLC (the "Company") to: (i) establish and operate a franchised business (the "Franchised Business"); and (ii) use in the operation of the Franchised Business the Company's trade names, trademarks and service marks (collectively, the "Proprietary Marks") and the Company's unique and distinctive format and system relating to the establishment and operation of such businesses (the "System"), as they may be changed, improved and further developed from time to time in the Company's sole discretion, only at the following authorized and approved location:___________________________(the "Premises").

1. The Company possesses certain proprietary and confidential information relating to the operation of the Franchised Business and System generally, including without limitation: Company's proprietary and confidential Operations Manual and other manuals providing guidelines, standards and specifications related to the establishment and operation of the Franchised Business (collectively, the "Manual"); Franchisor's proprietary training materials and programs, as well as proprietary marketing methods and other instructional materials, trade secrets; information related to any other proprietary methodology or aspects of the System or the establishment and continued operation of the Franchised Business; financial information; any and all customer lists, contracts and other customer information obtained through the operation of the Franchised Business and other businesses; any information related to any type of proprietary software that may be developed and/or used in the operation of with the Franchised Business; and any techniques, methods and know-how related to the operation of the business or otherwise used in connection with the System, which includes certain trade secrets, copyrighted materials, methods and other techniques and know-how (collectively, the "Confidential Information").

2. Any other information, knowledge, know-how, and techniques which the Company specifically designates as confidential will also be deemed to be Confidential Information for purposes of this Agreement.

3. As [INSERT TITLE WITH RESPECT TO FRANCHISEE] of the Franchisee, the Company and Franchisee will disclose the Confidential Information to me in furnishing to me the training program and subsequent ongoing training, the Manual, and other general assistance during the term of this Agreement.

4. I will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Franchised Business during the term hereof, and the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition.

5. The Confidential Information is proprietary, involves trade secrets of the Company, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I shall hold in strict confidence all Confidential Information and all other information designated by the Company as confidential. Unless the Company otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my duties as [INSERT TITLE] of the Franchisee, and will continue not to disclose any such information even after I cease to be in that position and will not use any such information even after I cease to be in that position unless I can demonstrate that such information has become generally known or easily accessible other than by the breach of an obligation of Franchisee under the Franchise Agreement.

6. Except as otherwise approved in writing by the Company, I shall not, while in my position with the Franchisee, for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation or limited liability company, own, maintain, engage in, be employed by, or have any interest in any other spa or other business that: (i) offers or provides any massage therapy or other massage-related services (each, a "Competing Business"); or (iii) grants or has granted franchises or licenses, or establishes or has established joint ventures, in connection with the ownership or operation of any Competing Business. I also agree that I will not undertake any action to divert business from the Franchised Business to any Competing Business, or solicit any of the former customers or employees of Franchisee for any competitive business purpose.

6.1 *Post-Term Restrictive Covenant for Boutique Manager of Franchised Business or Manager/Officers/Directors of Franchisee*. In the event I am a manager of the Franchised Business, or an officer/director/manager/partner of Franchisee that has not already executed a Personal Guaranty agreeing to be bound by the terms of the Franchise Agreement, then I further agree that I will not be involved in a Competing Business of any kind for a period of two years after the expiration or termination of my employment with Franchisee for any reason: (i) at or within a 25-mile radius of the Premises; or (ii) within a 25-mile radius of any other franchised business that exists at the time my employment with Franchisee ceases through the date of my involvement with the Competing Business. I also agree that I will not be involved in the franchising or licensing of any Competing Business at any location, or undertake any action to divert business from the Franchised Business to any Competing Business or solicit any of the former customers or employees of Franchisee for any competitive business purpose, during this two-year period following the termination or expiration of my employment with the Franchisee.

7. I agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an un-appealed final decision to which the Company is a party, I expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

7. I understand and acknowledge that the Company shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof; and I agree to comply forthwith with any covenant as so modified.

8. The Company is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Agreement will cause the Company and the Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisee

and/or the Company may apply for the issuance of an injunction preventing me from violating this Agreement, and I agree to pay the Franchisee and the Company all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement to the Franchisee and the Company, any claim I have against the Franchisee or the Company is a separate matter and does not entitle me to violate, or justify any violation of this Agreement.

9. This Agreement shall be construed under the laws of [INSERT LAW WHERE BOUTQIUE IS LOCATED]. The only way this Agreement can be changed is in writing signed by both the Franchisee and me.

IN WITNESS WHEREOF, this Confidentiality and Restrictive Covenant Agreement is made and entered into by the undersigned parties as of the Effective Date.

UNDERSIGNED

Signature: ______________________________
Name:
Address: ______________________________
Title:
____

____

ACKNOWLEDGED BY FRANCHISEE

[FRANCHISEE NAME]

By: ______________________________

Title: ______________________________

EXHIBIT F TO THE FRANCHISE AGREEMENT

CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS AND DOMAIN NAMES

This Conditional Assignment of Telephone Numbers and Domain Names is hereby made and entered into on______________(“Effective Date”) and the parties hereto agree as follows:

1. ___________________, (the “Assignor”), in exchange for valuable consideration provided by THE NOW FRANCHISE, LLC (the “Assignee”) receipt of which is acknowledged hereby, conditionally assigns to Assignee all telephone numbers, facsimile numbers, domain names, as well as any listings associated therewith, utilized by Assignor in the operation of its the franchised business located at _________________________________ (collectively, the “Assigned Property”). The Assigned Property includes the following:

Telephone Number(s): ____

Facsimile Number(s): ____

Domain Name(s) (as permitted by Franchisor under the Franchise Agreement): ____________ ____.

2. The conditional agreement will become effective automatically upon termination, expiration of Assignor's franchise. Upon the occurrence of that condition, Assignor must do all things required by the telephone company and/or domain name registrar to assure the effectiveness of the assignment of Assigned Property as if the Assignee had been originally issued such Assigned Property and the usage thereof.

3. Assignor agrees to pay the telephone company and/or domain name registrar, on or before the effective date of assignment, all amounts owed for the use of the Assigned Property up to the date this Assignment becomes effective. Assignor further agrees to indemnify Assignee for any sums Assignee must pay the telephone company or domain name registrar to effectuate this agreement, and agrees to fully cooperate with the telephone company and/or domain name registrar, as well as the Assignee, in effectuating this assignment.

IN WITNESS WHEREOF, the undersigned has duly executed this Conditional Assignment of Telephone Numbers and Domain Names as of the Effective Date.

ASSIGNOR

BY:____ Date: ____________________

TITLE:_____________________________________

ASSIGNEE

THE NOW FRANCHISE, LLC

BY: ______________________________________

Jeffrey Platt, President

EXHIBIT C TO FRANCHISE DISCLOSURE DOCUMENT

DEVELOPMENT AGREEMENT

THE NOW FRANCHISE, LLC

AREA DEVELOPMENT AGREEMENT

____
DEVELOPER

____
DATE OF AGREEMENT

TABLE OF CONTENTS

THE NOW FRANCHISE, LLC

AREA DEVELOPMENT AGREEMENT

THIS AREA DEVELOPMENT AGREEMENT (the "Agreement"), is made and entered into this ______ day of ____________, 20___ (the "Effective Date"), by and between: (i) The Now Franchise, LLC, a limited liability company formed and operating under the laws of the State of Delaware whose principal business address is 8149 Santa Monica Boulevard PMB 298, Los Angeles, California, 90046 (the "Franchisor"); and (ii) ____________________________, a/n______with a business address at ___________________________(the "Developer").

WITNESSETH:

WHEREAS, as the result of the expenditure of time, effort and expense, Franchisor has created a unique and distinctive proprietary system (hereinafter the "System") for the establishment, development and operation of boutiques (each, a "Boutique") that actively promotes, offers and provides (a) massage therapy sessions that are conducted from a seated or lie-down position by Boutique personnel that are licensed to provide massage services (each, "Massage Therapist"), and (b) herbal therapy, crystal healing, and other Boutique-related services we authorize (collectively, the "Approved Services"), as well as (c) certain spa and beauty products for the home, body or otherwise and any other products we authorize your to sell at retail to your Boutique patrons (the "Approved Products"), all while utilizing the then-current Proprietary Marks we designate that currently includes THE NOW mark (the "Proprietary Marks") and a system of business operations that we and our principals have developed (the "System").

WHEREAS, Franchisor owns the System and the right to use the Proprietary Marks and grants the right and license to others to use the System and the Proprietary Marks;

WHEREAS, the distinguishing characteristics of the System include, without limitation, proprietary methodology and procedures for the establishment and operating procedures, site selection guidance and criteria, specifications for the design, layout and construction of the interior of the Boutique, standards and specifications for the furniture, fixtures and equipment located within a Boutique, established relationships with approved or designated suppliers for certain products and services, and standards and specifications for advertising, bookkeeping, sales and other aspects of operating a Boutique.

WHEREAS, Franchisor identifies the System and licenses the use of certain trade names, service marks, trademarks, emblems and indicia of origin, including the mark The Now and other trade names, service marks and trademarks as are now designated and may hereafter be designated by Franchisor in writing for use with the System;

WHEREAS, Developer desires the right to develop, own and operate multiple Boutiques under the System in a defined geographic area under a Development Schedule (the "Development Schedule") set forth in this Agreement; and

WHEREAS, Developer acknowledges that Developer has conducted an independent investigation of the business contemplated by this Agreement and recognizes that, like any other business, the nature of the business conducted as a Boutique may evolve and change over time, that an investment in a Boutique involves a business risk and the success of the venture is largely dependent upon Developer's business abilities and efforts.

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

1. REFERENCES AND DEFINITIONS

A. DEVELOPMENT AREA

"Development Area" means the geographic area described in Exhibit A.

B. DEVELOPMENT SCHEDULE/DEVELOPMENT PERIOD

"Development Schedule" means the schedule for Developer to open and operate a specific cumulative number of Boutiques as set forth in Exhibit B to this Agreement. Each "Development Period" is a period of time set forth in the Development Schedule wherein Developer must meet each specific development obligations.

C. FRANCHISE AGREEMENT

The term "Franchise Agreement" means the then-current form of agreements (including the franchise agreement and any exhibits, riders, collateral assignments of leases or subleases, shareholder guarantees and preliminary agreements) that Franchisor customarily uses in the granting of a franchise for the ownership and operation of a Boutique.

Concurrent with the execution of this Agreement, Developer shall execute the Franchisor's current form of the Franchise Agreement for the first Boutique that Developer is granted the right to open within the Development Area hereunder. Franchisor, in its sole discretion, but subject to the express provisions contained herein, may modify or amend in any respect the standard form of Franchise Agreement it customarily uses in granting a franchise for a Boutique.

The parties agree and acknowledge that: (i) Developer must timely execute Franchisor's then- current form of Franchise Agreement for each Boutique that Developer is required to open and commence operating pursuant to the Development Schedule; and (ii) Franchisor may, in its discretion, modify or amend the form of Franchise Agreement that Franchisor is using as of the date this Agreement is executed as it deems appropriate for (a) use in The Now System generally, and (b) execution by the parties in connection with the Boutiques that Developer must subsequently open and commence operating under this Agreement.

D. PRINCIPALS

The term "Principals" includes, collectively and individually, Developer's owners; if Developer is an entity, any officers and directors of Developer (including the officers and directors of any general partner of Developer) and any person and of any entity directly owning and/or controlling ten percent (10%) or more of Developer, or a managing member or manager of a limited liability company. The initial Principals shall be listed in Exhibit D. The Principals must execute an agreement in substantially the form of the attached Guaranty and Assumption of Obligations (immediately following this Agreement) undertaking to be bound jointly and severally to all provisions of this Agreement.

2. USE OF SYSTEM

Developer acknowledges, and does not contest, Franchisor's exclusive ownership and rights to each and every aspect of the System. Developer's right to developer Boutiques is specifically limited to the Development Area, as well as the terms and conditions of this Agreement and Franchise Agreements executed pursuant thereto.

3. GRANT OF DEVELOPMENT RIGHTS

A. GRANT AND TERM

In reliance on the representations and warranties of Developer and its Principals, Franchisor grants to Developer, and Developer hereby accepts the right and obligation to develop, a designated number of Boutiques within the Development Area in full compliance with the terms of this Agreement, including the timely development obligations to open a specific cumulative number of Boutiques over prescribed periods of time as established in the Development Schedule; and in full compliance with all obligations and provisions under the form(s) of Franchise Agreement entered into for the right to own and operate each individual Boutique.

The term of this Agreement shall commence upon full execution of this Agreement and, unless earlier terminated by Franchisor pursuant to the terms hereof, this Agreement shall expire upon the earlier of: (i) the date Developer timely opens the last Boutique it is required to develop within the Development Area pursuant to this Agreement; or (ii) the last day of the last Development Period on the Development Schedule. Developer acquires no rights under this Agreement to develop Boutiques outside the Development Area. Upon expiration or termination of this Agreement for any reason, Developer will have no rights whatsoever within the Development Area (other than any territorial rights that Franchisor has granted to Developer in connection with any Boutique(s) that Developer has timely opened pursuant to a Franchise Agreement as required by the Development Schedule prior to the date this Agreement is terminated or expires).

B. COMMITMENT OF DEVELOPER

Franchisor has granted these rights in reliance on the business skill, financial capability, personal character and expectations of performance by the Developer and its Principals. This Agreement is for the purpose of developing and operating the Boutiques, and is not for the purpose of reselling the rights granted by this Agreement.

C. DEVELOPMENT PLAN

The following conditions and approvals are conditions precedent before the right of Developer to develop each Boutique becomes effective. At the time Developer selects a site for each Boutique, Developer must satisfy the operational, financial and training requirements, set forth below:

(1) Operational: Developer must be in substantial compliance with the material terms and conditions of this Agreement and all Franchise Agreements granted Developer. For each Boutique operated by Developer, Developer must be in substantial compliance with the standards, specifications, and procedures set forth and described in the Manuals (defined in the Franchise Agreement).

(2) Financial: Developer and the Principals must satisfy Franchisor's financial criteria for Developers and Principals with respect to Developer's operation of its existing Boutiques, if any, and the proposed Boutique. Developer must be in compliance and not been in default during the twelve (12) months preceding Developer's request for approval, of any monetary obligations of Developer to Franchisor or its affiliate under any Franchise Agreement granted under this Agreement.

D. EXECUTION OF FRANCHISE AGREEMENT

This Agreement is not a Franchise Agreement and does not grant Developer any right or license to operate a Boutique, or to provide services, or to distribute goods, or any right or license in the Proprietary Marks. Developer must timely execute Franchisor's then-current form of Franchise Agreement for each Boutique that Developer is required to open under the Development Schedule.

4. DEVELOPMENT RIGHTS AND OBLIGATIONS

A. RESERVATION OF RIGHTS

Franchisor (on behalf of itself and its affiliate(s), parent(s) and subsidiaries) retains the rights, in its sole discretion and without granting any rights to Developer: (1) to itself operate, or to grant other persons the right to operate, Boutiques at locations and on terms Franchisor deems appropriate outside the Development Area granted Developer, and (2) to sell the products and services authorized for Boutiques under the Proprietary Marks or under other trademarks, service marks and commercial symbols through dissimilar channels of distribution and under terms Franchisor deems appropriate within and outside the Development Area, including, but not limited to, by electronic means, such as the Internet, and by web sites established by Franchisor, as we determine, in our sole discretion.

In addition, Franchisor, any other developer and any other authorized person or entity shall have the right, at any time, to advertise and promote the System, in the Development Area. Developer acknowledges and agrees that Developer is only granted the right to develop and operate Boutiques within the Development Area. Accordingly, within and outside the Development Area, Franchisor and its affiliate and its subsidiaries may also offer and sell, and may authorize others to offer and sell products and services identified by the Proprietary Marks (including memberships and gift cards) at or from any location.

Franchisor and its affiliate(s)/parent(s) further reserve the right to: (i) establish and operate, and license any third party the right to establish and operate, other Boutiques and Franchised Businesses using the Marks and System at any location outside of Franchisee's Designated Territory(ies) and, if applicable, Development Area; (ii) market, offer and sell products and services that are similar to the products and services offered by the Franchised Business under a different trademark or trademarks at any location, within or outside the Designated Territory(ies) and, if applicable, the Development Area; (iii) use the Marks and System, as well as other such marks Franchisor designates, to distribute any Approved Products and/or Approved Services in any alternative channel of distribution, within or outside the Territory(ies) and Development Area (including the Internet, mail order, catalog sales, toll-free numbers, wholesale stores, etc.), as further described below; (iv) to (a) acquire, merge with, be acquired by, or otherwise affiliate with, any other company, and (b) have Franchisor or any successor/acquiring entity own and operate, and franchise or license others to own and operate, any business of any kind, including, without limitation, any business that offers products or services the same as or similar to the Approved Products and Approved Services (but under different marks), within or outside Franchisee's Designated Territory(ies) and, if applicable, Development Area; (v) market, offer and provide the Approved Services directly to personnel in their respective residence, office or other location of choice and not from a physical location, anywhere inside or outside of the Designated Territory; (vi) own and operate Boutiques in "Non-Traditional Locations" including, but not limited to, airports, malls, any captive venue that requires a ticket or other membership to access, military bases, academic institutions, hospitals, sports arenas and stadia, "big box" gyms and fitness centers, train stations, casinos, both within or outside Franchisee's Designated Territory(ies) and, if applicable, Development Area; and (vii) use the Marks and System, and license others to use the Marks and System, to engage in any other activities not expressly prohibited in Franchisee's Franchise Agreement.

Franchisor may be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by a business providing products and similar services to those provided at a Boutique, or by another business, even if such business operates, franchises and/or licenses competitive businesses within the Development Area granted by the Area Development Agreement and within the Designated Territory granted by a Franchise Agreement.

Franchisor has the right to own, operate and license others to own and operate other business concepts in and outside the Development Area consistent with the terms of this Section.

Franchisor has no obligation and will not pay Developer if it exercises any of the rights specified above within the Development Area granted by the Area Development Agreement or within the Designated Territory granted by a Franchise Agreement.

B. RIGHTS DURING DEVELOPMENT PERIODS

Subject to Section 4(A) and the other terms of this Agreement, if Developer (i) is in compliance with the material terms and conditions contained in this Agreement, including the timely development obligations to open a specific cumulative number of Boutiques over prescribed periods of time as established in Exhibit B (the "Development Schedule"), and (ii) is in substantial compliance with all material obligations under Franchise Agreements executed by Developer for individual Boutiques under this Agreement; then during the Development Schedule, Franchisor: (i) will grant Developer the right to own and operate Boutiques located within the Development Area pursuant to the terms of this Agreement; and (ii) will not operate (directly or through its affiliate), nor grant a franchise for the location of, any Boutique within the Development Area, except for franchises granted to Developer under this Agreement.

If Developer, for any reason within his control, fails to comply with the Development Schedule, this failure constitutes a material default of this Agreement, and Franchisor has the right to terminate this Agreement pursuant to Section 14 of this Agreement. In the event Developer fails to cure the noticed default within the time allowed under Section 14, Franchisor may terminate this Agreement and grant individual or area development franchises within the Development Area to third parties or own and operate Boutiques owned by Franchisor or by the affiliate of Franchisor. Franchisor and Developer agree that the timely development of Boutiques by Developer in compliance with the Development Schedule will control the rights granted Developer by this Agreement, regardless of the time period granted Developer to open a Boutique pursuant to a Franchise Agreement for such Boutique. Upon termination of this Agreement, all rights granted Developer revert to Franchisor, who is free to franchise any other person to use the System within the Development Area or to itself own and operate Boutiques within the Development Area.

Notwithstanding anything contained in this Section, Franchisor will provide Developer with a one- time reasonable extension of time not to exceed 90 days to comply with its development obligations in any one of the Development Period as set forth in the Development Schedule (see Exhibit B), provided: (i) Developer has already executed a lease for, or otherwise obtained, a Premises that Franchisor approves for any

Boutique(s) it is required to open and operate during that Development Period; and (ii) Developer notifies Franchisor of its need for such an extension no less than 30 days prior to expiration of that Development Period. The parties agree and acknowledge that Franchisor's grant of this one-time extension under this Section will not extend, modify or otherwise affect the expiration of any of Developer's subsequent Development Periods or subsequent development obligations.

C. DEVELOPMENT OBLIGATIONS

Developer will at all times faithfully, honestly, and diligently perform his obligations under this Agreement and will continuously exert his best efforts to timely promote and enhance the development of Boutiques within the Development Area. Developer agrees to open and operate the cumulative number of Boutiques at the end of each Development Period set forth in the Development Schedule (see Exhibit B). Developer agrees that compliance with the Development Schedule is the essence of this Agreement.

D. EXPIRATION OR TERMINATION

After this Agreement expires or terminates for any reason, Franchisor shall have the absolute right to own and operate, or license other parties the right to own and operate Boutiques, in the Development Area, except in those Designated Territories granted under each Franchise Agreement that Developer enters into pursuant to this Agreement.

5. BOUTIQUE CLOSINGS

If during the term of this Agreement, Developer ceases to operate any Boutique developed under this Agreement for any reason, Developer must develop a replacement Boutique to fulfill Developer's obligation to have open and in operation the required number of Boutiques upon the expiration of each Development Period. The replacement Boutique must be open and in operation within twelve (12) months after Developer ceases to operate the Boutique to be replaced or Developer will be in material breach of this Agreement. If, during the term of this Agreement, Developer, in accordance with the terms of any Franchise Agreement for a Boutique developed under this Agreement, transfers its interests in that Boutique, a transferred Boutique shall continue to be counted in determining whether the Developer has complied with the Development Schedule so long as it continues to be operated as a Boutique. If the transferred Boutique ceases to be operated as a The Now Boutique, it will not count toward Developer's compliance with the Development Schedule.

6. PROCEDURE FOR EXERCISING DEVELOPMENT RIGHTS

Developer shall enter into a separate Franchise Agreement with Franchisor for each Boutique developed pursuant to this Agreement. The Franchise Agreement to be executed for the first Boutique to be developed by Developer under this Agreement must be executed and delivered to Franchisor concurrently with the execution and delivery of this Agreement. All subsequent Boutiques developed under this Agreement must be established and operated under the then-current form of Franchise Agreement then being used by Franchisor for Boutiques under the System. The then-current form of Franchise Agreement may differ from the form attached as Exhibit C; however, the provisions regarding royalty fees and advertising contributions shall remain as established in Exhibit C. Developer must execute the then-current form of Franchise Agreement for each Boutique to be developed under this Agreement.

Developer acknowledges that the projected opening dates for each Boutique set forth in the Development Schedule are reasonable requirements. Developer must execute a Franchise Agreement for each Boutique by the earlier of: (i) fifteen (15) days from the date a lease is signed for a location that Franchisor approves for the Boutique at issue; and (ii) the date necessary for Developer to otherwise comply with its development obligations under this Agreement.

7. DUTIES OF DEVELOPER

A. ORGANIZATION OF DEVELOPER

Developer makes the following representations, warranties and covenants and accepts the following continuing obligations:

(1) If Developer is a corporation, limited liability company or a partnership, Developer represents, warrants and covenants that: (i) Developer is duly organized and validly existing under the state law of its formation; (ii) Developer is duly qualified and is authorized to do business in each jurisdiction which requires such qualification; (iii) the execution and performance of this Agreement are within Developer's corporate power, if Developer is a corporation or if Developer is a partnership permitted under Developer's written partnership agreement, or if Developer is a limited liability company, permitted under the management agreement;

(2) If Developer is a corporation, copies of its articles of incorporation, bylaws, other governing documents, any amendments, resolutions of the Board of Directors authorizing entry into and performance of this Agreement, shall be promptly furnished to Franchisor. If Developer is a partnership, copies of Developer's written partnership agreement and other governing documents shall be promptly furnished to Franchisor before the execution of this Agreement. If Developer is a limited liability company, copies of Developer's organizational documents and management agreement shall be promptly furnished to Franchisor;

(3) If Developer is a corporation, partnership, limited liability company, or other form of legal entity other than an individual, Developer shall maintain at all times a current list of all owners of record and all beneficial owners of any class of voting securities in Developer or, if Developer is a partnership, Developer shall maintain at all times a current list of all owners of an interest in the partnership, or, if Developer is a limited liability company, it shall maintain at all times a current list of managers and members of the limited liability company;

(4) If, after the execution of this Agreement, any person ceases to qualify as one of the Developer's Principal's (as defined in Section 1), or if Developer believes in the event any individual later qualifies as one of Principals, Developer shall promptly notify Franchisor and that person shall execute any documents (including, as applicable, this Agreement) as Franchisor may reasonably require;

(5) If Developer is a corporation, Developer must maintain stop-transfer instructions against the transfer of its records of any equity security and each stock certificate of the corporation shall have conspicuously endorsed upon it a statement in a form satisfactory to Franchisor that it is held subject to all restrictions imposed upon assignments by this Agreement; provided, however, that the requirements of this Section 7 shall not apply to a publicly held corporation. If Developer is a partnership, its written partnership agreement shall provide that ownership of an interest in the partnership is held subject to and that further assignment or transfer is subject to restrictions imposed on assignments by this Agreement. If Developer is a

limited liability company, its articles of organization and operating agreement must provide that ownership interests are subject to restrictions on transfers imposed on assignments by this Agreement;

(6) Developer agrees to maintain at all times throughout the term of this Agreement, sufficient working capital to fulfill its obligations under this Agreement; and

(7) Each Principal who has right, title, or interest of ten percent (10%) or more in the ownership of Developer, must each execute and bind themselves to the confidentiality and noncompetition covenants set forth in the Confidentiality Agreement and Ancillary Covenants Not to Compete (Exhibit E).

The Principals agree to jointly and severally guarantee the performance of all of Developer's obligations, under the terms of this Agreement, except the obligation to open Boutiques.

B. REQUIREMENTS OF REPRESENTATIVE

Upon the execution of this Agreement, Developer must designate and retain an individual throughout the term of this Agreement to act on behalf of Developer in all transactions with Developer concerning Developer's obligations under this Agreement (the "Representative"). If Developer is an individual, Developer must perform all obligations of the Representative. The Representative must use reasonable efforts to do the following, during the entire period he serves in that capacity: (1) maintain a direct or indirect ownership interest in the Developer; (2) devote substantial time and reasonable efforts to the supervision and conduct of the business contemplated by this Agreement and execute this Agreement as one of the Principals; and (3) meet Franchisor's standards and criteria for a Representative as set forth in the Manuals or otherwise in writing by Franchisor. If the Representative or any designee is not able to continue to serve in the capacity of Representative or no longer qualifies, Developer must promptly notify Franchisor and designate a replacement.

C. BEST EFFORTS

Developer must use his best efforts to substantially comply with all requirements of federal, state and local rules, regulations and orders.

8. SITE SELECTION, LEASES, FRANCHISE AGREEMENT

A. SELECTION OF SITE BY DEVELOPER

Developer assumes all costs, liabilities, expenses and responsibilities for locating, obtaining, financing and developing sites for Boutiques, and for constructing and equipping Boutiques at those sites. The selection of a site and the development of a Boutique at any site is the responsibility of Developer. The selection of a site by Developer is subject to our approval and must be in compliance with Franchisor's site selection procedures and its standards for demographic characteristics, parking, traffic patterns and the predominant character of the neighborhood, and other commercial characteristics of the site and any other factors Franchisor may consider relevant in reviewing a site selected by Developer. Developer must not enter into a binding commitment with a prospective seller or lessor of real estate with respect to the site for a Boutique until Franchisor has approved the proposed site. Developer specifically acknowledges that the selection of a site by Developer in compliance with Franchisor's site selection procedures and the approval of a site by Franchisor does not constitute a representation, promise or guarantee by Franchisor that the site and the Boutique to be operated at that site will be profitable or successful. Developer acknowledges that factors governing the success of a Boutique are unpredictable and beyond Franchisor's control. Franchisor is not responsible to Developer or to any other person or entity if a site approved by Franchisor fails to meet Developer's expectations for revenue or operational criteria.

B. DEMOGRAPHIC INFORMATION

Before acquiring a site for any Boutique by lease or purchase, Developer must locate a site for the Boutique that satisfies the site selection guidelines Franchisor provides to Developer and must submit to Franchisor, in the form Franchisor specifies, a description of the site, a demographic study and other information and materials Franchisor may reasonably require and shall represent in writing that Developer has the option or other firm commitment to obtain the site. Franchisor will review information provided by Developer for the site which may include the population of the work force or residents, character of the neighborhood, household income, ingress and egress, and trade area. If on-site evaluations by Franchisor are requested by Developer or determined to be necessary by Franchisor, then Franchisor or its designee will, at Franchisor's expense, provide a single on-site inspection in connection with each Boutique that Developer is required to open hereunder at Franchisor's expense. Developer must reimburse Franchisor for the reasonable expenses Franchisor incurs for any additional on-site evaluations, including, but not limited to, the cost of travel, lodging, meals and wages of Franchisor's representatives and employees.

C. LEASE OR PURCHASE OF SITE

Developer shall not make any binding commitment to purchase or lease real estate for a proposed site for a Boutique until the proposed site has been approved by Franchisor and a Franchise Agreement has been executed by Franchisor and Developer (or its affiliate) for a Boutique at such site. Developer shall provide Franchisor with a copy of either the proposed contract of sale or lease relating to the site before the Franchise Agreement is executed. Developer must comply with the conditions set forth in the Franchise Agreement at issue in connection with the signing of such a lease, including ensuring that both Developer and the landlord for the proposed site execute Franchisor's prescribed from of Collateral Assignment of Lease. Developer must use any approved or designated suppliers that Franchisor designates in connection with the site selection and acquisition process.

D. FRANCHISE AGREEMENT

Franchisor will deliver a Franchise Agreement, in the then-current form, to Developer for execution by Developer (or its affiliate). With the execution of this Agreement, Developer must concurrently execute the Franchise Agreement establishing Developer's first Boutique and return both this Agreement and the Franchise Agreement to Franchisor. If Developer fails to execute the Franchise Agreement, Franchisor may, at its sole discretion, revoke its approval of the site and its offer to grant Developer a franchise to operate a Boutique at the site.

9. DEVELOPMENT FEE

Concurrently with the execution of this Agreement, Developer must pay to Franchisor a nonrefundable area development fee equal to $______________________________________(the "Development Fee"). The Development Fee is deemed fully earned by Franchisor upon execution of this Agreement in consideration of lost development opportunities and is nonrefundable under any circumstances. Developer will not be required to pay any additional initial franchise fee for each Boutique opened pursuant to this Agreement upon executing a Franchise Agreement for that Boutique.

Franchisor reserves the right to charge Developer a non-development fee of $2,500 (the "Non- Development Fee") per month (30-day period) Developer is in default of its Development Schedule for a given Boutique in addition to any other rights or remedies Franchisor has under this Agreement.

10. SUPERIORITY OF INDIVIDUAL FRANCHISE AGREEMENT

Developer understands and agrees that any and all individual Franchise Agreements executed by Developer and Franchisor for Boutiques within the Development Area are independent of this Agreement. The continued effectiveness of any Franchise Agreement does not depend on the continued effectiveness of this Area Development Agreement. If any conflict arises with this Agreement and any Franchise Agreement, the Franchise Agreement controls, has precedence and superiority (except with respect to the opening deadline for each Boutique Developer is granted the right to open under this Agreement).

11. COVENANTS

A. Developer and the Representative covenant that during the term of this Agreement, except as otherwise approved in writing by Franchisor, Developer and the Representative must devote substantial time, energy and best efforts to the management and operation of the development activities required under this Agreement.

B. Developer acknowledges that, as a participant in Franchisor's System, Developer will receive proprietary and confidential information and materials, trade secrets, and the unique methods, procedures and techniques that Franchisor has developed. As such, Developer agrees to the covenants in this Section to protect Franchisor, the System, Proprietary Marks and Franchisor's other franchisees and developers.

(1) During the term of this Agreement, neither Developer, its Principals, owners, officers or guarantors, nor any immediate family of Developer, its Principals, owners, officers or guarantors, may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

(a) Own, maintain, engage in, be employed or serve as an officer, director, or principal of, lend money or extend credit to, lease/sublease space to, or have any interest in or involvement with, any other spa business that provides massage therapy or massage services of any kind (each, a "Competing Business"), or offers or grants licenses or franchises, or establishes joint ventures, for the ownership or operation of a Competing Business. For purposes of this Agreement, a Competing Business does not include: (i) any Boutique operated by Franchisee under a franchise agreement with Franchisor; or (ii) any business operated by a publicly-traded entity in which Franchisee owns less than two percent (2%) legal or beneficial interest;

(b) Employ or seek to employ any person who is at that time employed by Franchisor, Franchisor's affiliates or any other System franchisee or developer, or otherwise directly or indirectly induce or seek to induce such person to leave his or her employment thereat; or

(c) Divert, or attempt to divert, any prospective customer to a Competing Business in any manner.

(2) For a period of two (2) years after the expiration and nonrenewal, transfer or termination of this Agreement, regardless of the cause, neither Developer, its Principals, owners, officers and guarantors, nor any member of the immediate family of Developer, its Principals, owners, officers or guarantors, may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation, be involved with any business that competes in whole or in part with Franchisor by offering or granting licenses or franchises, or establishing joint ventures, for the ownership or operation of a Competing Business. The geographic scope of the covenant contained in this Section is any location where Franchisor can demonstrate it has offered or sold franchises as of the date this Agreement is terminated or expires.

(3) For a period of two (2) years after the expiration and nonrenewal, transfer or termination of this Agreement, regardless of the cause, neither Developer, its Principals, owners, officers and guarantors, nor any member of the immediate family of Developer, its Principals, owners, officers or guarantors, may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

(a) Own, maintain, engage in, be employed as an officer, director, or principal of, lend money to, extend credit to or have any interest in or involvement with any other Competing Business: (i) within the Development Area; or (ii) within a twenty-five (25) mile radius of the perimeter of the Development Area being granted hereunder or any other designated territory or development area licensed by Franchisor to a Boutique (whether franchised or company-owned) at any time from the date of expiration or termination of this Agreement through the date Franchisee attempts to undertake the competitive activity at issue;

(b) Solicit business from customers of Developer's former Boutiques or contact any of Franchisor's suppliers or vendors for any competitive business purpose; or

(c) Subject to and to the extent permitted by applicable law where the Development Area is located, solicit any of Franchisor's other employees, or the employees of Franchisor's affiliates or any other System franchisee or developer to discontinue employment.

C. It is the parties' intent that the provisions of this Section 11 be judicially enforced to the fullest extent permissible under applicable law. Accordingly, the parties agree that any reduction in scope or modification of any part of the noncompetition provisions contained herein shall not render any other part unenforceable. In the event of the actual or threatened breach of this Section 11 by Developer, any of Developer's Principals, or any member of the immediate family of Developer or Developer's Principals, Franchisor shall be entitled to an injunction restraining such person from any such actual or threatened breach. Developer acknowledges that the covenants contained herein are necessary to protect the goodwill of other System franchisees and developers, and the System. Developer further acknowledges that covenants contained in this Section 11 are necessary to protect Franchisor's procedures and know-how transmitted during the term of this Agreement. Developer agrees that in the event of the actual or threatened breach of this Section 11, Franchisor's harm will be irreparable and that Franchisor has no adequate remedy at law to prevent such harm. Developer and the Principals agree to pay all costs and expenses (including reasonable attorneys' fees) incurred by Franchisor in connection with the enforcement of this Section 11. Developer acknowledges and agrees on Developer's own behalf and on behalf of the persons who are liable under this Section 11 that each has previously worked or been gainfully employed in other careers and that the provisions of this Section 11 in no way prevent any such person from earning a living. Developer further acknowledges and agrees that the time limitation of this Section 11 shall be tolled during any default under this Section 11.

D. Developer must ensure that all management personnel of Developer's Boutiques opened under this Agreement, as well as any officers or directors of Developer, execute Franchisor's then-current form of Confidentiality and Non-Competition Agreement. Developer must furnish Franchisor a copy of each executed agreement.

E. Developer hereby agrees that the existence of any claim Developer may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to Franchisor's enforcement of the covenants contained in this Section 11. Developer agrees to pay all costs and expenses (including reasonable attorneys' fees) that Franchisor incurs in connection with the enforcement of this Section 11.

F. Notwithstanding the foregoing, Franchisor reserves the right, in its sole discretion, to reduce the period of time or geographic scope of the non-competition covenants set forth in this Section 11 and in Exhibit E, by written notice to Developer.

12. RELATIONSHIP OF THE PARTIES

A. The parties agree that this Agreement does not create a fiduciary relationship between them, that Developer is an independent contractor and must at all times represent itself as an independent contractor. This Agreement does not create either party as an agent, legal representative, subsidiary, joint venturer, partner, employee or joint employer. Developer shall hold itself out to the public as an independent contractor operating pursuant to this Agreement. Developer agrees to take any action necessary to that end, including without limitation, exhibiting a notice on signage and member contracts, as required by Franchisor as to content and manner of disclosure.

B. 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 shall in no event assume liability for, or be deemed liable under this Agreement as a result of any such action, or for any act or omission of Developer in the conduct of its business pursuant to this Agreement or any claim or judgment arising therefrom.

C. Developer and each of the Principals shall, at all times, indemnify and hold harmless Franchisor and its affiliate, successors and assigns and the officers, directors, shareholders, agents, representatives and employees of each of them ("Indemnitees") from all losses and expenses incurred in connection with any formal or informal action, suit, proceeding, claim, demand, investigation or inquiry or any settlement thereof, which arises out of or is based upon the action or negligence of Developer or any Principal in any of the following:

(1) The infringement, alleged infringement, or any other violation or alleged violation of any Proprietary Marks or other proprietary right owned by Franchisor;

(2) Claims of sexual harassment or discrimination by Developer's employees or by a guest at the Boutique;

(3) The violation of any federal, state or local law, regulation, rule, standard or directive, or any industry standard, including without limitation, health, sanitation and safety laws and regulations;

(4) Libel, slander or any other form of defamation of Franchisor or the System, by Developer or the Principals;

(5) The violation or breach by Developer or any of the Principals of any warranty, representation, agreement or obligation of this Agreement or any Franchise Agreement; and

(6) Acts, errors or omissions of Developer or any of its agents, servants, employees, contractors, partners, affiliates or representatives.

Notwithstanding anything contained in this Section 12(C), Developer will not be required to indemnify, defend or hold Franchisor harmless for any claims or causes of action that arise solely out of Franchisor's gross negligence or willful misconduct.

D. Developer and each of the Principals agree to give Franchisor immediate notice of any such action, suit, proceeding, claim, demand, inquiry or investigation.

E. Franchisor may, at any time and without notice, as it, in its reasonable discretion, consent, or agree to settlement, or take such other remedial or corrective action as it deems expedient with respect to the action, suit, proceeding, claim, demand, inquiry or investigation.

F. All losses and expenses incurred under this Section 12 shall be chargeable to and shall be paid by Developer or any of the Principals pursuant to this Section 12, regardless of any actions, activity or defense undertaken by Franchisor or the subsequent success or failure of such actions, activity or defense. However, Franchisor will indemnify Developer from losses or expenses resulting from the direct result of Franchisor's negligence or intentional acts.

G. The phrase "losses and expenses" shall include, without limitation, all monetary losses, compensatory, exemplary or punitive damages, fines, actual costs, expenses, lost profits, reasonable attorneys' fees, court costs, settlement amounts, judgments, damages to Franchisor's reputation and goodwill, costs of financing or advertising material and media costs and all expenses of recall, refunds, compensation, public notices and such other amounts incurred in connection with the matters described.

H. Developer must give Franchisor notice of any such action immediately upon Developer having received notice of any such action, claim or proceeding.

I. Under no circumstances shall Indemnitees be required or obligated to seek recovery from third parties or otherwise mitigate their losses in order to maintain a claim against Developer. Developer and the Principals agree that the failure of Franchisor to pursue recovery or mitigate loss from third parties will in no way reduce the amounts recoverable from Developer or the Principals.

J. Developer and the Principals expressly agree that the terms of this Section 12 shall continue in full force and effect after the termination, expiration or transfer of this Agreement or any interest herein.

13. <u>PROPRIETARY MARKS</u>

A. Developer acknowledges that Developer has no interest in or to the Proprietary Marks and Developer's right to use the Proprietary Marks is derived solely from the individual Franchise Agreements entered into between Developer and Franchisor for the purpose of operating Boutiques. Developer agrees that all usage of the Proprietary Marks by Developer and any goodwill established exclusively benefits Franchisor. Developer agrees that after termination or expiration of this Agreement, Developer will not, except with respect to Boutiques operated by Developer under individual Franchise Agreements, directly or indirectly, at any time or in any manner identify itself or any business as a Developer or former Developer of, or otherwise associated with, Franchisor or use in any manner or for any purpose any Proprietary Marks or other indicia of a Boutique or any colorable imitation.

B. Developer must not use any Proprietary Marks as part of any corporate or trade names or with any prefix, suffix, or other modifying words, terms, designs, or symbols, or in any modified form, nor may Developer use any Proprietary Marks in connection with any business or activity, other than the business conducted by Developer under Franchise Agreements entered into between Developer and Franchisor, or in any other manner not explicitly authorized in writing by Franchisor.

C. Developer must immediately notify Franchisor in writing of any apparent infringement of or challenge to Developer's use of any Proprietary Marks, or claim by any person of any rights in any Proprietary Marks or similar trade name, trademark, or service mark of which Developer becomes aware. Developer must not communicate with any person other than Franchisor and its counsel regarding any infringement, challenge or claim. Franchisor has sole discretion to take action it deems appropriate and the right to exclusively control any litigation, U.S. Patent and Trademark Office proceeding or other administrative proceeding arising out of any infringement, challenge, or claim or otherwise relating to any Proprietary Marks.

D. Franchisor has registered the domain name https://thenowmassage.com/. Developer acknowledges that Franchisor is the lawful and sole registrant of this domain name, which incorporates the Proprietary Marks. Developer agrees not to register the trademark The Now or any of the Proprietary Marks now or hereafter owned by Franchisor or any abbreviation, acronym or variation of the Proprietary Marks, or any other name that could be deemed confusingly similar, as Internet domain names, including, but not limited to, generic and country code top level domain names available at the present time or in the future.

E. Developer agrees and acknowledges that this Agreement does not grant Developer any rights whatsoever to use any Proprietary Marks, and that such rights are only granted through Developer's timely execution of a Franchise Agreement that will govern the operation of a Boutique that Developer is required to open pursuant to the Development Schedule.

14. TERMINATION

A. Franchisor may terminate this Agreement for a material default of this Agreement by Developer and all rights granted herein shall automatically terminate upon written notice to Developer, upon the occurrence of any of the following:

(1) If Developer becomes insolvent, makes a general assignment for the benefit of creditors; files a voluntary petition in bankruptcy, or an involuntary petition is filed against Developer in bankruptcy; or Developer is adjudicated bankrupt; or if a bill in equity or other proceeding for the appointment of a receiver of Developer or other custodian for Developer or assets is filed and consented to by Developer; or if a receiver or other custodian (permanent or temporary) of Developer's assets or property, or any part thereof, is appointed by a court of competent jurisdiction; or if a proceeding for a composition of creditors under any state or federal law should be initiated against Developer; or if a final judgment remains unsatisfied or of record for thirty (30) days or longer, (unless supersedeas bond is filed); or if Developer is dissolved; or if execution is levied against Developer; or if a suit to foreclose any lien or mortgage against the premises or Boutique is levied; or if the real or personal property of Boutique is sold after levy thereon by any sheriff, marshal or law officer;

(2) If Developer or any of its Principals fail to comply with Section 11 of this Agreement;

(3) If Developer or a Principal discloses the contents of the Manuals or other confidential information contrary to this Agreement;

(4) If an immediate threat or danger to public health or safety results from the operation of a Boutique operated by Developer under a Franchise Agreement;

(5) If Developer or a Principal has made material misrepresentations in connection with its application for the franchise;

(6) If Developer fails on three (3) or more occasions within any one (1) year period to comply with one (1) or more provisions of this Agreement, whether or not such failures to comply are cured after notice thereof is delivered to Developer; or

(7) Failure to comply with the conditions of transfer of any interest in Developer as required of this Agreement.

B. Franchisor may terminate this Agreement and all rights granted herein, upon thirty (30) days written notice to Developer, or a less time as specified below, for a material default of this Agreement, which shall constitute good cause for termination and the failure of Developer to cure the good cause for termination within the notice period. Good cause for termination shall be the occurrence of any one of the following events of default:

(1) If Developer fails to meet the development requirements set forth in the Development Schedule;

(2) If Developer fails to develop, open and operate each Boutique and execute each Franchise Agreement in compliance with this Agreement;

(3) If Developer fails to designate a qualified replacement Representative;

(4) If Developer misappropriates, misuses or makes any unauthorized use of the Proprietary Marks or materially impairs the goodwill associated with the Proprietary Marks or with the System and does not cure such default following written notice from Franchisor;

(5) If Developer, fails, refuses or is unable to promptly pay when due any monetary obligation to Franchisor or its affiliate required by this Agreement, or by any Franchise Agreement or any other agreement between the parties and does not cure the monetary default within fourteen (14) days following written notice from Franchisor;

(6) If Developer fails to correct a deficiency of a health, sanitation, or safety issue after notice of such deficiency is issued by a local, state, or federal agency or regulatory authority; or

(7) If Developer fails to comply with any other material term or material condition imposed by this Agreement or any Franchise Agreement executed pursuant thereto.

C. Failure of Developer to cure the default within the specified time, or a longer period of time as applicable law may require, will result in Developer's rights under this Agreement to be terminated effective on the expiration of the notice period, and without further notice to Developer.

D. Upon termination of this Agreement, Developer has no right to establish or operate any Boutique for which an individual Franchise Agreement has not already been executed by both Franchisor and Developer, as well as delivered to Developer, as of the date of termination. Franchisor, effective upon termination of this Agreement, shall have the absolute right and is entitled to establish, and to license others to establish, Boutiques in the Development Area, except as may be otherwise provided under any Franchise Agreement which is then in effect between Franchisor and Developer.

E. No default under this Agreement shall constitute a default under any Franchise Agreement between the parties, unless Developer's acts or omissions also violate the terms and conditions of the applicable Franchise Agreement.

F. No right or remedy herein conferred upon or reserved to the Franchisor is exclusive of any other right or remedy provided or permitted by law or in equity.

15. EFFECT OF TERMINATION AND EXPIRATION

All obligations of Franchisor and Developer under this Agreement, which expressly or by their nature survive the expiration or termination of this Agreement, continue in full force and effect after the expiration or termination of this Agreement and until they are satisfied in full or by their nature expire.

16. TRANSFER OF INTEREST

A. BY FRANCHISOR

Franchisor has the absolute right to transfer or assign this Agreement and all or any part of its rights, duties or obligations to any person or legal entity without the consent of or notice to Developer. This Agreement shall inure to the benefit of, and be binding on the successors and assigns of Franchisor.

B. DEVELOPER MAY NOT ASSIGN WITHOUT APPROVAL OF THE FRANCHISOR

Developer understands and acknowledges that the rights and duties created by this Agreement are personal to Developer and its owners and that Franchisor has granted these rights to Developer in reliance upon the individual or collective character, skill, aptitude, attitude, business ability and financial capacity of Developer and/or its owners. Unless otherwise provided with respect to an assignment to an entity controlled by Developer as provided in Section 16(D), none of these rights nor any ownership interest in Developer may be voluntarily, involuntarily, directly or indirectly, assigned, sold, conveyed, pledged, sub-franchised or otherwise transferred by Developer or its owners (including by merger or consolidation, by issuance of additional securities representing an ownership interest in Developer, by conversion of a general partnership to a limited partnership, by transfer or creation of an interest as a general partner of a partnership, by transfer of an interest in Developer or in this Agreement in a divorce proceeding, or if Developer or an owner of Developer dies, by will, declaration of or transfer in trust or the laws of the intestate succession) without the approval of Franchisor. Any attempted assignment or transfer without such approval will constitute a breach of this Agreement and will not transfer any rights or interests to such assignee or transferee.

C. CONDITIONS FOR APPROVAL OF ASSIGNMENT

If Developer is in substantial compliance with this Agreement, Franchisor shall not unreasonably withhold its approval of an assignment or transfer contemplated by Section 16(B) so long as the proposed assignee or transferer has good and moral character, sufficient business experience and aptitude to develop and own and operate Boutiques, and otherwise meets Franchisor's then-current standards for developers and System franchisees. Franchisor may require that any one or more of the following conditions be met before, or concurrently with, the effective date of any such assignment or transfer:

(1) All the accrued monetary obligations of Developer or any of its affiliates and all other outstanding obligations to Franchisor or its affiliate arising under this Agreement or any Franchise Agreement or other agreement between them and all trade accounts and any other debts to Franchisor, of whatsoever nature, prior to the transfer becoming effective shall be satisfied;

(2) Developer and its affiliates are not in material default of any substantive provision of this Agreement, any amendment hereof or successor hereto, or any Franchise Agreement granted pursuant to its terms, or other agreement between Developer or any of its affiliates and Franchisor or its affiliate;

(3) Developer and its Principals, as applicable, shall have executed a general release, in a form satisfactory to Franchisor, releasing Franchisor of any and all claims against Franchisor and its affiliate and their respective past and present partners, the past and present officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, in their corporate and individual capacities, including, without limitation, claims arising under or related to this Agreement and any other agreements between Developer and Franchisor, or under federal, state or local laws, rules, and regulations or orders;

(4) The transferee shall demonstrate to Franchisor's satisfaction that the transferee meets the criteria considered by Franchisor when reviewing a prospective developer's application for development rights, including, but not limited to, Franchisor's managerial and business experience standards, that the transferee possesses good moral character, business reputation and credit rating; that the transferee has the aptitude, financial resources and capital committed for the operation of the business, and the geographic proximity of other territories with respect to which transferee has been granted development rights or of other Boutiques operated by transferee, if any;

(5) The transferee must, at our option (a) execute our then-current form of Development Agreement that will then govern the remainder of the original Development Schedule, or (b) sign a written assumption agreement, in a form prescribed by Franchisor, assuming full, unconditional, joint and several liability from the date of the transfer of all obligations, covenants and agreements of Developer in this Agreement; and, if transferee is a corporation, limited liability company or a partnership, transferee's shareholders, partners, members or other investors, as applicable, shall also execute such agreement;

(6) Developer shall pay a transfer fee equal to Ten Thousand Dollars ($10,000) to Franchisor at the time of transfer, unless the transfer is being made: (i) to an immediate family member of Developer that Franchisor approves pursuant to Section 16(F); or (ii) in the form of an encumbrance of the assets of any Franchised Business (or a subordinating Franchisor's security interest in such assets) as a necessary condition to obtain SBA or traditional bank financing;

(7) Developer acknowledges and agrees that each condition, which must be met by the transferee, is reasonable and necessary; and

(8) Developer must pay any referral fees or commissions that may be due to any franchise broker, sales agent or other third party upon the occurrence of such assignment.

Franchisor's consent to a transfer of any interest in Developer described herein shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement by the transferee. Upon an approved transfer under this Section, Developer will only be bound by, and liable in connection with, its post-term obligations under this Agreement.

D. ASSIGNMENT TO A CORPORATION OR LIMITED LIABILITY COMPANY

(1) Notwithstanding the provisions of this Section 16 of this Agreement, upon thirty (30) days' prior written notice to Franchisor, and without payment of a transfer fee, Developer (if an individual) may assign this Agreement to a corporation or limited liability company that conducts no business other than the development and/or operation of Boutiques. Developer shall be the owner of all the voting stock or interest of the corporation or limited liability company, or if Developer is more than one individual, each individual shall have the same proportionate ownership interest in the corporation as he had in Developer before the transfer. Developer and each of its Principals, as applicable, may transfer, sell or assign their respective interests in Developer, by and amongst themselves with Franchisor's prior written consent, which consent shall not be unreasonably withheld; but may be conditioned on compliance with Section 11, except that such transfer, sale or assignment shall not effect a change in the controlling interest in Developer.

(2) Any person who is or becomes a shareholder or member of Developer or has or acquires beneficial ownership of any shares of stock equal to or greater than ten percent (10%) ownership interest in Developer must execute an agreement in substantially the form of the attached Guaranty and Assumption of Obligations undertaking to be bound jointly and severally to all provisions of this Agreement. Developer must furnish Franchisor at any time upon request a certified copy of the articles of incorporation or articles of organization and a list, in a form Franchisor requires, of all shareholders or members of record and all persons having beneficial ownership of shares of stock, reflecting their respective interests in Developer.

E. RIGHT OF FIRST REFUSAL

If Developer receives and desires to accept any bona fide offer to transfer an ownership interest in this Agreement from a third party, then the Developer shall promptly notify Franchisor in writing and send Franchisor an executed copy of the contract of transfer. Franchisor shall have the right and option, exercisable within thirty (30) days after actual receipt of such notification or of the executed contract of transfer which shall describe the terms of the offer, to send written notice to Developer that Franchisor intends to purchase the Developer's interest on the same terms and conditions offered by the third party. Closing on the purchase must occur within sixty (60) days from the date of notice by Franchisor to the Developer of Franchisor's election to purchase. If Franchisor elects not to accept the offer within the thirty (30) day period, Developer shall have a period not to exceed sixty (60) days to complete the transfer subject to the conditions for approval set forth in Section 16(C) of this Agreement. Any material change in the terms of any offer before closing shall constitute a new offer subject to the same rights of first refusal by Franchisor as in the case of an initial offer. Failure of Franchisor to exercise the option afforded by this Section 16 shall not constitute a waiver of any other provision of this Agreement. If the offer from a third party provides for payment of consideration other than cash or involves certain intangible benefits, Franchisor may elect to purchase the interest proposed to be sold for the reasonable cash equivalent, or any publicly-traded securities, including its own, or intangible benefits similar to those being offered. If the parties cannot agree within a reasonable time on the reasonable cash equivalent of the non-cash part of the offer, then such amount shall be determined by an independent appraiser designated by Franchisor, and his determination shall be binding.

F. DEATH OR DISABILITY

Upon the death or permanent disability of Developer (or the managing shareholder, managing member or partner), the executor, administrator, conservator or other personal representative of that person, or the remaining shareholders, partners or members, must appoint a competent manager that is approved by Franchisor within ninety (90) days from the date of death or permanent disability (the "90 Day Period"). Before the end of the 90 Day Period, the appointed manager must attend and successfully complete Franchisor's training program and must either execute Franchisor's then-current form of area development agreement for the unexpired term of this Agreement, or furnish a personal guaranty of any partnership, corporate or limited liability company Developer's obligations to Franchisor and Franchisor's affiliates. If the Boutique is not being managed by a Franchisor approved manager during the 90 Day Period, Franchisor is authorized, but is not required, to immediately appoint a manager to maintain the operations of Developer's Boutiques for and on behalf of Developer until an approved assignee is able to assume the management and operation of the Boutique. Franchisor's appointment of a manager of the Boutique does not relieve Developer of his obligations, and Franchisor is not liable for any debts, losses, costs or expenses incurred in the operations of the Boutique or to any creditor of Developer for any products, materials, supplies or services purchased by the Boutique during any period in which it is managed by Franchisor's appointed manager. Franchisor has the right to charge a reasonable fee for management services and to cease to provide management services at any time. Franchisor's right of first refusal set forth in Section 16(E) will not apply to a transfer under this Section if the transferee is an immediate family member of Developer that Franchisor approves.

G. PUBLIC OR PRIVATE OFFERINGS

(1) Developer acknowledges that the written information used to raise or secure funds can reflect upon Franchisor. Developer agrees to submit any written information intended to be used for that purpose to Franchisor before its inclusion in any registration statement, prospectus or similar offering circular or memorandum. This requirement applies under the following conditions: (i) if Developer attempts to raise or secure funds by the sale of securities in Developer or any affiliate of Developer (including common or preferred stock, bonds, debentures or general or limited partnership interest) and (ii) if any of its owners attempt to raise or secure funds by the sale of securities in Developer or any affiliate of Developer (including common or preferred stock, bonds, debentures or general or limited partnership interests) Developer (or any of its owners) agrees not to use the written materials submitted to Franchisor or any other written materials to raise or secure funds unless and until Franchisor approves of the language. No information respecting Franchisor or its affiliate shall be included in any securities disclosure document, unless that information has been furnished to Franchisor, in writing, pursuant to the written request of the Developer. The written request shall state the specific purpose for which the information is to be used. Should Franchisor, in its sole discretion, object to any reference to Franchisor or its affiliate or any of their businesses in the offering literature or prospectus, the literature or prospectus shall not be used unless and until the objections of Franchisor are withdrawn. Franchisor assumes no responsibility for the offering whatsoever. Developer must pay Franchisor a public offering fee of Three Thousand Five Hundred Dollars ($3,500) for the costs to Franchisor to review the information. The written consent of Franchisor pursuant to this Paragraph G does not imply or constitute the approval of Franchisor with respect to the method of financing, the offering literature submitted to Franchisor or any other aspect of the offering.

(2) The prospectus or other literature utilized in any offering must contain the following language in bold-face type on the first textual page:

"NEITHER THE NOW FRANCHISE, LLC NOR ITS AFFILIATE NOR ANY OF ITS AFFILIATE'S SUBSIDIARIES IS DIRECTLY OR INDIRECTLY THE ISSUER OF THE SECURITIES OFFERED. NEITHER THE NOW FRANCHISE, LLC NOR ITS AFFILIATE NOR ANY OF ITS AFFILIATE'S SUBSIDIARIES ASSUMES ANY RESPONSIBILITY WITH RESPECT TO THIS OFFERING AND/OR THE ADEQUACY OR ACCURACY OF THE INFORMATION SET FORTH, INCLUDING ANY STATEMENTS MADE WITH RESPECT TO ANY OF THEM. NEITHER THE NOW FRANCHISE, LLC NOR ITS AFFILIATE NOR ANY OF ITS AFFILIATE'S SUBSIDIARIES ENDORSES OR MAKES ANY RECOMMENDATION WITH RESPECT TO THE INVESTMENT CONTEMPLATED BY THIS OFFERING."

(3) Developer and each of its owners agrees to indemnify, defend and hold harmless Franchisor and its affiliate, and their respective officers, directors, employees and agents, from any and all claims, demands, liabilities, and all costs and expenses (including reasonable attorneys' fees) incurred by Franchisor as the result of the offer or sale of securities. This Agreement applies to any and all claims, demands, liabilities, and all costs and expenses (including reasonable attorneys' fees) asserted by a purchaser of any security or by a governmental agency. Franchisor has the right (but not the obligation) to defend any claims, demands or liabilities and/or to participate in the defense of any action to which Franchisor or its affiliate or any of their respective officers, directors, employees or agents is named as a party.

H. NOTICE TO FRANCHISOR

Provided Developer is not then a public company, if any person holding an interest in Developer (other than Developer or a Principal, which parties shall be subject to the provisions set forth above) transfers such interest, then Developer shall promptly notify Franchisor of such proposed transfer in writing and provide information as Franchisor may reasonably request before the transfer. The transferee may not be one of Franchisor's competitors. The transferee must execute a Confidentiality Agreement and Ancillary Covenants Not to Compete in the form then required by Franchisor, which form shall be in substantially the same form attached hereto as Exhibit E. Franchisor also reserves the right to designate the transferee as one of the Principals. If Developer is a public company, this provision applies only to transfers in interest by Principals or to any person or entity controlling more than ten percent (10%) of Developer's voting stock.

17. APPROVALS

A. Wherever this Agreement requires the prior approval or consent of Franchisor, Developer shall make a timely written request to Franchisor for such approval or consent.

B. Franchisor makes no warranties or guarantees and assumes no liability or obligation to Developer or to any third party to which it would not otherwise be subject, by providing any waiver, approval, advise, consent, or services to Developer in connection with this Agreement, or by any reason of neglect, delay or denial of any request therefor.

18. NONWAIVER

A. No failure of Franchisor to exercise any power reserved to it by this Agreement, or to insist upon strict compliance by Developer or Principals with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver or estoppel of Franchisor's right to demand exact compliance with any of the terms herein and Developer and the Principals warrant and undertake that it shall not rely on such failure, custom or practice. Waiver by Franchisor of any particular default by Developer or any of the Principals shall not affect or impair Franchisor's rights with respect to any subsequent default of the same, similar or different nature, nor shall delay, forbearance, or omission of Franchisor to exercise any power or right arising out of any breach or default by its other developers or by Developer of any of the terms, provisions, or covenants hereof, affect or impair Franchisor's right to exercise the same, nor shall such constitute a waiver by Franchisor of any right hereunder, or the right to declare any subsequent breach or default and to terminate this Agreement prior to the expiration of its term. Subsequent acceptance by Franchisor of any payments due to it hereunder shall not be deemed to be a waiver by Franchisor of any preceding breach by Developer of any terms, covenants or conditions of this Agreement.

B. All rights and remedies of the parties hereto shall be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies which are provided for herein or which may be available at law or in equity in case of any breach, failure or default or threatened breach, failure or default of any term, provision or condition of this Agreement, the rights and remedies of the parties hereto shall be continuing and shall not be exhausted by any one or more uses thereof, and may be exercised at any time or from time to time as often as may be expedient; and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time. The expiration or early termination of this Agreement shall not discharge or release Developer from any liability or obligation then accrued, or any liability or obligation continuing beyond, or arising out of, the expiration or early termination of this Agreement.

19. DEVELOPER'S RECORDS AND REPORTS

A. Developer must keep accurate records concerning all transactions and written communications between Franchisor and Developer relating to the development and operation of Boutiques in the Development Area. Franchisor's duly authorized representative has the right, following reasonable notice, at all reasonable hours of the day to examine all Developer's records with respect to the subject matter of this Agreement, and has full and free access to records for that purpose and for the purpose of making extracts. All records must be kept available for at least three (3) years after preparation.

B. Developer must furnish to Franchisor monthly written reports regarding Developer's progress on the development of Boutiques under this Agreement.

20. NOTICES AND PAYMENTS

All written notices and reports permitted or required to be delivered by the provisions of this Agreement or of the Manuals shall be deemed so delivered at the time delivered by hand or by e-mail with receipt confirmed by the receiving party or one (1) business day after sending by overnight courier with delivery confirmed and addressed to the party to be notified at its most current address of which the notifying party has been notified. The following addresses for the parties shall be used unless and until a different address has been designated by written notice to the other party:

Notices to Franchisor:

THE NOW FRANCHISE, LLC
Attn: Jason Post
8149 Santa Monica Boulevard PMB 298
Los Angeles, California 90046

With an additional copy to:

Lewitt, Hackman, Shapiro, Marshall & Harlan,
a Law Corporation
Attn: Barry Kurtz
16633 Ventura Boulevard, 11th Floor
Encino, California 91436

Notice to Developer:

____
____
____
____

ATTN: ____

21. GOVERNING LAW

A. This Agreement is governed by the laws of the state of California without reference to this state's conflict of laws principles (subject to state law), except that: (i) any disputes or actions involving any non-competition covenants set forth in any agreement with us, including the interpretation and enforcement thereof, must be governed by the law of the state where the Boutique is located.; and (ii) any franchise-specific or franchise-applicable laws of California, including those related to pre-sale disclosure and the franchise relationship generally, will not apply to this Agreement or franchise awarded hereunder unless the awarding of said franchise specifically falls within the scope of such California laws, regulations or statutes without reference to and independent of any reference to this choice of law provision.

22. LITIGATION AND OTHER DISPUTE RESOLUTION PROVISIONS

A. *Internal Dispute Resolution.* Developer must first bring any claim or dispute between Developer and Franchisor to Franchisor's management and make every effort to resolve the dispute internally. Developer must exhaust this internal dispute resolution procedure before Developer may bring Developer's dispute before a third party. This agreement to first attempt resolution of disputes internally shall survive termination or expiration of this Agreement.

B. *Mediation.* At Franchisor's option, all claims or disputes between Developer and Franchisor (or its affiliates) arising out of, or in any way relating to, this Agreement or any other agreement by and between Developer and Franchisor (or its affiliates), or any of the parties' respective rights and obligations arising from such agreement, which are not first resolved through the internal dispute resolution procedure sent forth in Section 22(A) above, will be submitted first to mediation to take place at Franchisor's then-current headquarters under the auspices of the American Arbitration Association ("AAA"), in accordance with AAA's Commercial Mediation Rules then in effect. Before commencing any legal action against Franchisor or its affiliates with respect to any such claim or dispute, Developer must submit a notice to Franchisor, which specifies, in detail, the precise nature and grounds of such claim or dispute. Franchisor will have a period of thirty (30) days following receipt of such notice within which to notify Developer as to whether Franchisor or its affiliates elects to exercise its option to submit such claim or dispute to mediation. Developer may not commence any action against Franchisor or its affiliates with respect to any such claim or dispute in any court unless Franchisor fails to exercise its option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by Franchisor. Franchisor's rights to mediation, as set forth herein, may be specifically enforced by Franchisor. Each party will bear its own cost of mediation and Franchisor and Developer will share mediator fees equally. This agreement to mediate will survive any termination or expiration of this Agreement. The parties will not be required to first attempt to mediate a controversy, dispute, or claim through mediation as set forth in this Section 22(B) if such controversy, dispute, or claim concerns an allegation that a party has violated (or threatens to violate, or poses an imminent risk of violating): (i) any federally protected intellectual property rights in the Proprietary Marks, the System, or in any confidential information; (ii) any of the restrictive covenants contained in this Agreement; and (iii) any of Developer's payment obligations under this Agreement.

C. *Venue.* Subject to the other dispute resolution provisions in this Section (including Sections 22(A), (B) and (D)), the parties agree that any actions arising out of or related to this Agreement must be initiated and litigated in the state or federal court of general jurisdiction closest to (a) Los Angeles, California or, if appropriate, (b) the Franchisor's then-current headquarters. Developer acknowledges that this Agreement has been entered into in the State of California, and that Developer is to receive valuable and continuing services emanating from Franchisor's headquarters in California, including but not limited to training, assistance, support and the development of the System, under each Franchise Agreement that Developer enters into with Franchisor. In recognition of such services and their origin, Developer hereby irrevocably consents to the personal jurisdiction of the state and federal courts of California as set forth in this Section.

D. *Right to Injunctive Relief.* Developer acknowledges and agrees that irreparable harm could be caused to Franchisor by Developer's violation of certain provisions of this Agreement and, as such, in addition to any other relief available at law or equity, Franchisor shall be entitled to obtain in any court of competent jurisdiction, without bond, restraining orders or temporary or permanent injunctions in order to enforce, among other items, the provisions of this Agreement relating to: (i) Developer's use of the Proprietary Marks and confidential information; (ii) the in-term covenant not to compete, as well as any other violations of the restrictive covenants set forth in this Agreement; (iii) Developer's obligations on termination or expiration of this Agreement; (iv) disputes and controversies based on or arising under the Lanham Act, as now or hereafter amended; (v) disputes and controversies involving enforcement of the Franchisor's rights with respect to confidentiality under this Agreement; and (vi) to prohibit any act or omission by Developer or its employees that constitutes a violation of applicable law, threatens Franchisor's franchise system or threatens other franchisees of Franchisor. Developer's only remedy if such an injunction is entered will be the dissolution of the injunction, if appropriate, and Developer waives all damage claims if the injunction is wrongfully issued.

E. *Third-Party Beneficiaries.* Franchisor's officers, directors, shareholders, agents and/or employees are express third party beneficiaries of the provisions of this Agreement, including the dispute resolution provisions set forth in Section 22 of this Agreement, each having authority to specifically enforce the right to mediate claims asserted against such person(s) by Developer.

F. *Notice Requirement.* As a condition precedent to commencing an action for damages or for violation or breach of this Agreement, Developer must notify Franchisor within thirty (30) days after the occurrence of the violation or breach, and failure to timely give such notice shall preclude any claim for damages.

G. *No Right to Offset.* Developer shall not withhold all or any part of any payment to Franchisor or any of its affiliates on the grounds of Franchisor's alleged nonperformance or as an offset against any amount Franchisor or any of Franchisor's affiliates allegedly may owe Developer under this Agreement or any related agreements.

H. *Limitation on Action(s).* Developer further agrees that no cause of action arising out of or under this Agreement may be maintained by Developer against Franchisor unless brought before the expiration of one (1) year after the act, transaction or occurrence upon which such action is based or the expiration of one year after the Developer becomes aware of facts or circumstances reasonably indicating that Developer may have a claim against Franchisor hereunder, whichever occurs sooner, and that any action not brought within this period shall be barred as a claim, counterclaim, defense, or set-off. Developer hereby waives the right to obtain any remedy based on alleged fraud, misrepresentation, or deceit by Franchisor, including, without limitation, rescission of this Agreement, in any mediation, judicial, or other adjudicatory proceeding arising hereunder, except upon a ground expressly provided in this Agreement, or pursuant to any right expressly granted by any applicable statute expressly regulating the sale of franchises, or any regulation or rules promulgated thereunder.

(a) *WAIVER OF CERTAIN NON-ACTUAL DAMAGES.* Developer hereby waives to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) against Franchisor arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agrees that in the event of a dispute, that Developer's recovery is limited to actual damages. Except for any damages or losses incurred by Franchisor as a result of or arising out of any of Developer's (a) breach of its non-compete or confidentiality obligations under this Agreement, (b) misuse or breach of its obligations under this Agreement as it relates to or arises out of the Proprietary Marks or the System, (c) fraud or willful misconduct, or (d) any other illegal conduct or bad faith actions, Franchisor hereby waives to the fullest extent permitted by law, any right to or claim for any punitive damages (and only punitive damages) against Developer arising out of any cause whatsoever (whether such cause be based on contract, negligence, strict liability, or other tort or otherwise). If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, Developer's waiver of any right to claim any consequential damages. Nothing in this Section or any other provision of this Agreement shall be construed to prevent Franchisor from claiming and obtaining expectation or consequential damages, including lost future royalties for the balance of the term of this Agreement if it is terminated due to Developer's default, which the parties agree and acknowledge Franchisor may claim under this Agreement.

I. *JURY TRIAL WAIVER*. THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT OR THE PERFORMANCE OF EITHER PARTY.

J. *WAIVER OF CLASS ACTION OR OTHER COLLECTIVE PROCEEDING.* THE PARTIES AGREE THAT ALL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE BASIS, AND THAT ANY PROCEEDING BETWEEN DEVELOPER, DEVELOPER'S GUARANTORS AND FRANCHISOR OR ITS AFFILIATES/OFFICERS/EMPLOYEES MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN FRANCHISOR AND ANY OTHER THIRD PARTY.

23. ENFORCEMENT

A. SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS

(1) Except as expressly provided to the contrary in this Agreement, each section, paragraph, term and provision of this Agreement, is considered severable and if, for any reason, any portion of this Agreement is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency or tribunal with competent jurisdiction in a proceeding to which Franchisor is a party, that ruling shall not impair the operation of, or have any other effect upon, other portions of this Agreement as may remain otherwise intelligible, which shall continue to be given full force and effect and bind the parties to this Agreement, although any portion held to be invalid shall be deemed not to be a part of this Agreement from the date the time for appeal expires, if Developer is a party, otherwise upon Developer's receipt of a notice of non-enforcement from Franchisor.

(2) If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of this Agreement than is required in this Agreement, or the taking of some other action not required, or if under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any specification, standard or operating procedure Franchisor prescribes is invalid or unenforceable, the prior notice and/or other action required by law or rule shall be substituted for the comparable provisions, and Franchisor has the right, in its sole discretion, to modify the invalid or unenforceable provision, specification, standard or operating procedure to the extent required to be valid and enforceable. Developer agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is prescribed within the terms of any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions, or any specification, standard or operating procedure Franchisor prescribes, any portion or portions which a court may hold to be unenforceable in a final decision to which Franchisor is a party, or from reducing the scope of any promise or covenant to the extent required to comply with a court order. Modifications to this Agreement shall be effective only in that jurisdiction, unless Franchisor elects to give them greater applicability, and this Agreement shall be enforced as originally made and entered into in all other jurisdictions.

B. EXCEPTIONS

Neither Franchisor nor Developer are liable for loss or damage or deemed to be in breach of this Agreement if its failure to perform its obligations results from: (1) transportation shortages, inadequate supply of labor, material or energy, or the voluntary foregoing of the right to acquire or use any of the foregoing in order to accommodate or comply with the orders, requests, regulations, recommendations or instructions of any federal, state or municipal government or any department or agency; (2) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state, or municipal government or any department or agency; (3) acts of God; (4) acts or omissions of the other party; (5) fires, strikes, embargoes, war or riot; or (6) any other similar event or cause. Any delay resulting from any of these causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable.

C. RIGHTS OF PARTIES ARE CUMULATIVE

The rights of Franchisor and Developer under this Agreement are cumulative and no exercise or enforcement by Franchisor or Developer of any right or remedy precludes the exercise or enforcement by Franchisor or Developer of any other right or remedy which Franchisor or Developer is entitled by law to enforce.

D. COSTS AND ATTORNEYS' FEES

If Developer is in breach or default of any monetary or non-monetary obligation under this Agreement or any related agreement between Developer and Franchisor and/or Franchisor's affiliates, and Franchisor engages an attorney to enforce Franchisor's rights (whether or not formal judicial proceedings are initiated), Developer must reimburse Franchisor for all costs/expenses incurred in connection with enforcing its rights under this Agreement including all reasonable attorneys' fees, court costs and arbitration expenses. If either party institutes any legal action to interpret or enforce the terms of this Agreement, and such party's claim in such action is denied or the action is dismissed, or if otherwise determined by the court or authority adjudicating such action, the prevailing party shall be entitled to recover its reasonable attorneys' fees, and all other reasonable costs and expenses incurred in the same, and to have such an amount awarded as part of the judgment in the proceeding.

E. VARIANCES

Developer acknowledges that Franchisor has and may at different times approve exceptions or changes from the uniform standards of the System in Franchisor's absolute sole discretion, which Franchisor deems desirable or necessary under particular circumstances. Developer understands that he has no right to object to or automatically obtain such variances, and any exception or change must be approved in advance from Franchisor in writing. Developer understands existing Developers may operate under different forms of agreements and that the rights and obligations of existing Developers may differ materially from this Agreement.

F. BINDING EFFECT

This Agreement is binding upon the parties of this Agreement and their respective executors, administrators, heirs, assigns and successors in interest, and shall not be modified except by written agreement signed by both Developer and Franchisor.

G. CONSTRUCTION/INTEGRATION CLAUSE

This Agreement, all exhibits to this Agreement and all ancillary agreements executed contemporaneously with this Agreement constitute the entire agreement between the parties with reference to the subject matter of this Agreement and supersede any and all prior negotiations, undertakings, representations, and agreements. Nothing in this Agreement or in any related agreement, however, is intended to disclaim the representations Franchisor made in the FDD that Franchisor furnished to Developer.

Developer hereby acknowledges and further represents and warrants to Franchisor that:

1. Developer has received a copy of the Franchise Disclosure Document not later than the first personal meeting held to discuss the sale of a franchise, or fourteen (14) calendar days before execution of this Agreement or fourteen (14) calendar days before any payment of any consideration.

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

24. CAVEAT

A. Developer represents and acknowledges that he has received a copy of this Agreement, with all blanks filled in, from Franchisor at least seven (7) calendar days before the date of execution of this Agreement. Developer further represents that he understands the terms, conditions and obligations of this Agreement and agrees to be bound.

25. MISCELLANEOUS

A. Except as otherwise expressly provided, nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity who is not a party to this Agreement.

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

C. The “Developer” as used in this Agreement is applicable to one (1) or more persons, a corporation or a partnership or limited partnership or limited liability company as the case may be, and the singular usage includes the plural and the masculine and neuter usages include the other and the feminine. If two (2) or more persons are at any time Developer under this Agreement, their obligations and liabilities to Franchisor shall be joint and several. References to “Developer” and “Assignee” which are applicable to an individual or individuals shall mean the owner or owners of the equity or operating control of Developer or the Assignee, if Developer or the Assignee is a corporation, partnership, limited partnership or limited liability company.

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

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal as of the Effective Date.

FRANCHISOR:

THE NOW FRANCHISE, LLC

By:_______________________________________

Print Name: Jeffrey Platt

Title: President

Date:_______________________________________

DEVELOPER:

____

IF AN INDIVIDUAL:

By: _______________________________________

Print Name: _______________________________________

Date: _______________________________________

Spouse Signature: _______________________________________

Spouse Name: _______________________________________

Date: _______________________________________

IF A PARTNERSHIP, CORPORATION, OR OTHER ENTITY:

By: _______________________________________

Print Name: _______________________________________

Title: _______________________________________

Date: _______________________________________

ATTACHMENT TO DEVELOPMENT AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this _____ day of _____________, 20____ ("Effective Date"), by ______________________________________, (each a "Guarantor").

In consideration of, and as an inducement to, the execution of that certain Area Development Agreement (the "Area Development Agreement") by and between THE NOW FRANCHISE, LLC (the "Franchisor"), and ______________________________________("Developer"), each of the undersigned (each, a "Guarantor") hereby personally and unconditionally (a) guarantees to Franchisor, and its successor and assigns, for the term of the Area Development Agreement and as provided in the Area Development Agreement, that Developer shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Area Development Agreement; and (b) agrees to be personally bound by, and personally liable for the breach of, each and every obligation of Developer under the Area Development Agreement, both monetary obligations and non-monetary in nature, including without limitation, those obligations related to: confidentiality and non-disclosure; indemnification; the Proprietary Marks; the in-term and post-term covenants against competition, as well as all other restrictive covenants; and the governing law, venue, attorneys' fees and other dispute resolution provisions set forth in the Area Development Agreement (that shall also apply to this Guaranty and Assumption of Obligations).

Each Guarantor hereby waives: (1) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (2) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed; (3) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed; (4) any right Guarantor may have to require that an action be brought against Developer or any other person as a condition of liability; and (5) the defense of the statute of limitations in any action hereunder or for the collection of any indebtedness or the performance of any obligation hereby guaranteed.

Each Guarantor hereby consents and agrees that: (1) such Guarantor's undertaking shall be direct, immediate and independent of the liability of, and shall be joint and several with, Developer and any other Guarantors; (2) Guarantor shall render any payment or performance required under the Area Development Agreement upon demand if Developer fails or refuses punctually to do so; (3) Guarantor's liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Developer or any other person; (4) Guarantor's liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may grant to Developer or to any other person, including the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable during the term of the Area Development Agreement; (5) this undertaking will continue unchanged by the occurrence of any bankruptcy with respect to Developer or any assignee or successor of Developer or by any abandonment of the Area Development Agreement by a trustee of Developer; (6) neither the Guarantor's obligations to make payment or render performance in accordance with the terms of this undertaking nor any remedy for enforcement shall be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Developer or its estate in bankruptcy or of any remedy for enforcement, resulting from the operation of any present or future provision of the U.S. Bankruptcy Act or other statute, or from the decision of any court or agency; (7) Franchisor may proceed against Guarantor and Developer jointly and severally, or Franchisor may, at its option, proceed against Guarantor, without having commenced any action, or having obtained any judgment against Developer; and (8) Guarantor shall pay all reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempt to collect amounts due pursuant to this undertaking or any negotiations relative to the obligations hereby guaranteed or in enforcing this undertaking against Guarantor.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Guaranty as of the Effective Date.

PERSONAL GUARANTORS

______________________________	______________________________
[Insert Name of Guarantor]	[Insert Name of Spouse]
______________________________	______________________________
[Insert Name of Guarantor]	[Insert Name of Spouse]
______________________________	______________________________
[Insert Name of Guarantor]	[Insert Name of Spouse]
______________________________	______________________________
[Insert Name of Guarantor]	[Insert Name of Spouse]

EXHIBIT A TO THE AREA DEVELOPMENT AGREEMENT

DEVELOPMENT AREA

This Exhibit A to the Area Development Agreement is made and entered into on_____________("Effective Date"), by and between: (i) THE NOW FRANCHISE, LLC, a Delaware limited liability company with its principal place of business at 8149 Santa Monica Boulevard PMB 298, Los Angeles, California 90046 (the "Franchisor"); and (ii) _____________________, a (resident of) (corporation organized in) (limited liability company organized in) _______________with a business address at _____________(the "Developer").

The development rights and obligations of Developer,_____________________, to timely develop and open The Now Boutiques shall be within the following described area:

____

____

____

IN WITNESS WHEREOF, the undersigned has duly executed this Exhibit A to the Area Development Agreement as of the Effective Date.

DEVELOPER	FRANCHISOR
THE NOW FRANCHISE, LLC	
By:_____________________________________	By: _____________________________________
Name:___________________________________	Name: Jeffrey Platt
Title:____________________________________	Title: President

EXHIBIT B TO AREA DEVELOPMENT AGREEMENT

DEVELOPMENT SCHEDULE

This Exhibit B to the Area Development Agreement is made and entered into on _______________________ ("Effective Date"), by and between: (i) THE NOW FRANCHISE, LLC, a Delaware limited liability company with its principal place of business at 8149 Santa Monica Boulevard PMB 298, Los Angeles, California 90046 (the "Franchisor"); and (ii)____________________________________, a (resident of) (corporation organized in) (limited liability company organized in)________________with a business address at_____________(the "Developer").

1. Development Schedule

Developer,__________________________________, agrees to timely open The Now Boutiques in compliance with the following development schedule (the "Development Schedule"). Developer further agrees that failure to timely open the Boutiques in compliance with the Development Schedule shall cause the rights of exclusivity granted to Developer regarding the geographic area defined in Exhibit A to be forfeited.

The Development Schedule is as follows:

Expiration of Development Period	Number of New Unit Franchises that Must be Opened and Commence Operations Within Development Period	Number of Unit Franchises that Must be Open and Operating by the Expiration of the Development Period

2. Forfeiture of Rights of Exclusivity

Developer's failure to comply with the Development Schedule in any manner shall be grounds for Franchisor to (a) terminate the Development Agreement to which this Development Schedule is attached as an Exhibit, or (b) in lieu of such termination, terminate any exclusive or other territorial rights that Developer may have within the Development Area or otherwise under the Development Agreement.

Signatures to appear on the following page.

IN WITNESS WHEREOF, the undersigned has duly executed this Exhibit B to the Area Development Agreement as of the Effective Date.

DEVELOPER	FRANCHISOR
THE NOW FRANCHISE, LLC	
By:______________________________	By: ______________________________
Name:____________________________	Name: Jeffrey Platt
Title:____________________________	Title: President

EXHIBIT C TO AREA DEVELOPMENT AGREEMENT

FRANCHISE AGREEMENT

EXHIBIT D TO AREA DEVELOPMENT AGREEMENT

STATEMENT OF OWNERSHIP INTERESTS AND PRINCIPALS

This Exhibit D to the Area Development Agreement is made and entered into on ______________________ ("Effective Date"), by and between: (i) THE NOW FRANCHISE, LLC, a Delaware limited liability company with its principal place of business at 8149 Santa Monica Boulevard PMB 298, Los Angeles, California 90046 (the "Franchisor"); and (ii)___________________________________, a (resident of) (corporation organized in) (limited liability company organized in)_______________with a business address at_____________(the "Developer").

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

Name	Percentage of Ownership/Nature of Interest

B. The following is a list of all of Principals described in and designated pursuant to this Area Development Agreement, each of whom shall execute the Confidentiality Agreement and Ancillary Covenants Not to Compete substantially in the form set forth in Exhibit E of this Area Development Agreement:

IN WITNESS WHEREOF, the undersigned has duly executed this Exhibit D to the Area Development Agreement as of the Effective Date.

DEVELOPER	FRANCHISOR
THE NOW FRANCHISE, LLC	
By:_________________________	By: _________________________
Name:_________________________	Name: Jeffrey Platt
Title:_________________________	Title: President

EXHIBIT E TO AREA DEVELOPMENT AGREEMENT

CONFIDENTIALITY AGREEMENT AND ANCILLARY COVENANTS NOT TO COMPETE

This Agreement is made and entered into on ___________________ ("Effective Date"), between THE NOW FRANCHISE, LLC, a Delaware limited liability company ("Franchisor"), ___________________________ ("Developer"), and ______________________("Covenantor").

RECITALS

WHEREAS, Franchisor has obtained the right to develop a unique system (the "System") for the development and operation of The Now Boutiques under the name and marks The Now ("Boutiques"); and

WHEREAS, the System includes, but is not limited to, certain trade names, service marks, trademarks, logos, emblems and indicia of origin, including, but not limited to, the marks The Now and other trade names, service marks, trademarks, logos, insignia, slogans, emblems, designs and commercial symbols as Franchisor may develop in the future to identify for the public the source of services and products marketed under the marks and under the System and representing the System's high standards of quality, appearance, service and all information relating to the System and to the development and operation of the Boutique, including, without limitation, the operating manual, Franchisor's training program, members and supplier lists, or other information or know-how distinctive to a Boutique; all of which Franchisor may change, improve and further develop and which Franchisor uses in connection with the operation of the System (collectively, the "Confidential Information"); and

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

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

WHEREAS, Franchisor has granted Developer the limited right to develop a Boutique using the System, the Proprietary Marks and the Confidential Information, pursuant to an Area Development Agreement entered into on ____("Area Development Agreement"), by and between Franchisor and Developer; and

WHEREAS, Franchisor and Developer have agreed in the Area Development Agreement on the importance to Franchisor and to Developer and other licensed users of the System of restricting the use, access and dissemination of the Confidential Information; and

WHEREAS, it is necessary for certain employees, agents, independent contractors, officers, directors and equity interest holders of Developer, or any entity having an interest in Developer ("Covenantor") to have access to and to use some of all of the Confidential Information in the management and operation of Developer's Boutique using the System; and

WHEREAS, Developer has agreed to obtain from those covenantors written agreements protecting the Confidential Information and the System against unfair competition; and

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

WHEREAS, Covenantor wishes and needs to receive and use the Confidential Information in the course of his employment or association in order to effectively perform the services for Developer; and

WHEREAS, Covenantor acknowledges that receipt of and the right to use the Confidential Information constitutes independent valuable consideration for the representations, promises and covenants made by Covenantor.

NOW, THEREFORE, in consideration of the mutual covenant and obligations contained in this Agreement, the parties agree as follows:

Confidentiality Agreement

1. Franchisor and/or Developer shall disclose to Covenantor some or all of the Confidential Information relating to the System. All information and materials, including, without limitation, manuals, drawings, specifications, techniques and compilations of data which Franchisor provides to Developer and/or Covenantor are deemed Confidential Information for the purposes of this Agreement.

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

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

4. Covenantor shall not at any time disclose or permit the disclosure of the Confidential Information except to other employees of Developer and only to the limited extent necessary to train or assist other employees of Developer in the development or operation of a Boutique.

5. Covenantor must surrender any material containing some or all of the Confidential Information to Developer or Franchisor, upon request, or upon termination of employment by Developer, or upon conclusion of the use for which the information or material may have been furnished to Covenantor.

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

7. Franchisor loans all manuals to Developer for limited purposes only and they remain the property of Franchisor and may not be reproduced, in whole or in part, without Franchisor's written consent.

Covenants Not to Compete

1. In order to protect the goodwill and unique qualities of the System and the confidentiality and value of the Confidential Information during the term of this Agreement, and in consideration for the disclosure to Covenantor of the Confidential Information, Covenantor further agrees and covenants as follows:

a. Not to divert, or attempt to divert, directly or indirectly, any business, business opportunity, or customer of the Boutiques to any competitor;

b. Subject to and as provided by applicable law, not to employ, or seek to employ, any person who is at the time or was within the preceding one hundred eighty (180) days employed by Franchisor, its affiliate or any Developer of Franchisor, or otherwise directly or indirectly induce such person to leave that person's employment except as may occur in connection with Developer's employment of that person if permitted under the Area Development Agreement; and

c. Except with respect to Boutiques operated under a valid and existing Franchise Agreement between Developer (or Developer's affiliates) and Franchisor, own, maintain, operate, engage in, or have any financial or beneficial interest in (including any interest in corporations, partnerships, trusts, limited liability companies, unincorporated associations or joint ventures), advise, assist or make loans to, any Competing Business (as defined below) or a business that is of a character and concept similar to a Boutique. For purposes of this Agreement, a Competing Business does not include: (i) any Boutique operated by Franchisee under a franchise agreement with Franchisor; or (ii) any business operated by a publicly-traded entity in which Franchisee owns less than two percent (2%) legal or beneficial interest.

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

a. Divert or attempt to divert, directly or indirectly, any business, business opportunity or customer of the Boutiques to any competitor;

b. Employ, or seek to employ, any person who is at the time or was within the preceding one hundred eighty (180) days employed by Franchisor, its affiliate or any franchisee of franchisor, or otherwise directly or indirectly induce such persons to leave that person's employment; and

c. Except with respect to Boutiques operated under Franchise Agreements between Developer and its affiliates, and Franchisor or its affiliate or any of its subsidiaries, own, maintain, operate, engage in, or have any financial or beneficial interest in (including any interest in corporations, partnerships, trusts, limited liability companies, unincorporated associations or joint ventures), advise, assist or make loans to, any Competing Business or a business that is of a character and concept similar to a Boutique (i) within the Development Area granted to Developer; or (ii) within a twenty five (25) mile radius of the perimeter of the Development Area being granted to Developer or any other designated territory or development area licensed by Franchisor to a Boutique as of the date of expiration, termination or transfer of all Developer's interest in the Area Development Agreement or the termination of Covenantor's association with or employment by Developer.

<u>Miscellaneous</u>

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

2. Covenantor agrees that in the event of a breach of this Agreement, Franchisor would be irreparably injured and be without an adequate remedy at law. Therefore, in the event of a breach, or threatened or

attempted breach of any of the provisions, Franchisor is entitled to enforce the provisions of this Agreement and is entitled, in addition to any other remedies available to it at law or in equity, including the right to terminate the Area Development Agreement, to a temporary and/or permanent injunction and a decree for the specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm and without being required to furnish a bond or other security.

3. Covenantor agrees to pay all expenses (including court costs and reasonable attorneys' fees) incurred by Franchisor and Developer in enforcing this Agreement.

4. Any failure by Franchisor to object to or take action with respect to any breach of this Agreement by Covenantor shall not operate or be construed as a waiver of or consent to that breach or any subsequent breach by Covenantor.

5. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF [INSERT STATE WHERE THE BOUTIQUE IS LOCATED] AND COVENANTOR HEREBY IRREVOCABLY SUBMITS HIMSELF TO THE JURISDICTION OF THE STATE COURT CLOSEST TO FRANCHISOR'S THEN- CURRENT HEADQUARTERS OR, IF APPROPRIATE, THE UNITED STATES DISTRICT COURT FOR THE DISTRICT FOR [INSERT STATE WHERE THE BOUTIQUE IS LOCATED]. COVENANTOR HEREBY WAIVES ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. COVENANTOR HEREBY AGREES THAT SERVICE OF PROCESS MAY BE MADE UPON HIM IN ANY PROCEEDING RELATING TO OR ARISING UNDER THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY [INSERT STATE WHERE THE BOUTIQUE IS LOCATED] OR FEDERAL LAW. COVENANTOR FURTHER AGREES THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE ONE OF THE COURTS DESCRIBED ABOVE IN THIS SECTION; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION WHICH INCLUDES INJUNCTIVE RELIEF OR OTHER EXTRAORDINARY RELIEF, FRANCHISOR MAY BRING SUCH ACTION IN ANY COURT IN ANY STATE WHICH HAS JURISDICTION.

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

7. This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement. This Agreement may be modified only by a duly authorized writing executed by all parties.

8. All notices and demands required to be given must be in writing and sent by personal delivery, expedited delivery service, certified or registered mail, return receipt requested, first-class postage prepaid, facsimile or electronic mail, (provided that the sender confirms the facsimile or electronic mail, by sending an original confirmation copy by certified or registered mail or expedited delivery service within three (3) business days after transmission), to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other parties.

If directed to Franchisor, the notice shall be addressed to

Jason Post
8149 Santa Monica Boulevard PMB 298
Los Angeles, California, 90046

If directed to Developer, the notice shall be addressed to:

____
____
____

Attention: ____

If directed to Covenantor, the notice shall be addressed to:

____
____
____

Attention: ____

Any notices sent by personal delivery shall be deemed given upon receipt. Any notices given by facsimile or electronic mail shall be deemed given upon transmission, provided confirmation is made as provided above. Any notice sent by expedited delivery service or registered or certified mail shall be deemed given three (3) business days after the time of mailing. Any change in the foregoing addresses shall be effected by giving fifteen (15) days written notice of such change to the other parties. Business day for the purpose of this Agreement excludes Saturday, Sunday and the following national holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving and Christmas.

9. The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and inure to the benefit of its respective parent, successor and assigns. The respective obligations of Developer and Covenantor hereunder may not be assigned by Developer or Covenantor without the prior written consent of Franchisor.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of the Effective Date.

FRANCHISOR:

THE NOW FRANCHISE, LLC

By:______________________________
Name: Jeffrey Platt
Title: President

COVENANTOR:

____

DEVELOPER:

(If Developer is a corporation)

____
Name of Corporation

By:______________________________
Name:______________________________
Title: ______________________________

(If Developer is an individual owner, Developer must sign below; if a partnership, all partners must sign below)

____
Developer

____
Developer

____
Developer

(If Developer is a Limited Liability Company)

____
Name of Limited Liability Company

By:______________________________
Name: ______________________________
Title: ______________________________

EXHIBIT D TO FRANCHISE DISCLOSURE DOCUMENT

OPERATIONS MANUAL(S) – TABLE OF CONTENTS

EXHIBIT D TO FRANCHISE DISCLOSURE DOCUMENT

TABLE OF CONTENTS FOR OPERATIONS MANUAL

NOW MASSAGE OPERATIONS MANUAL TABLE OF CONTENTS

TOTAL PAGES: Approximately 156

EXHIBIT E TO FRANCHISE DISCLOSURE DOCUMENT

LIST OF CURRENT AND FORMER FRANCHISEES

EXHIBIT E TO FRANCHISE DISCLOSURE DOCUMENT

LIST OF CURRENT AND FORMER FRANCHISEES

Current Franchisees:

Franchisee	Location (City)	Location (State)	Address	Phone #	Remaining Outlets to be Developed under Area Development Agreement for Area Developers
Nick Karabas*	Phoenix / Scottsdale	AZ	15435 North Scottsdale Road, Suite 150, Scottsdale, AZ 85254	480.618.5788	2
Shane Michael Mirkovich	Phoenix	AZ	3305 W Chandler Blvd, Suite E05, Chandler, AZ 85226	480.626.4007	N/A
Nancy Cole	Burlingame	CA	1429 Burlingame Ave., Burlingame, CA 94010	650.331.0755	N/A
Nicole Raymer*	Livermore	CA	1616 Holmes Street, Suite 1616, Livermore, CA 94550	925.242.9036	4
Jamie Fox*	Corona Del Mar	CA	2600 East Coast Highway Suite 120, Corona Del Mar, CA 92625	215.407.4954	4
Jami McWhorter*	El Dorado Hills	CA	4356 Town Center Blvd, El Dorado Hills, CA 95762	279.465.3805	2
Lisa Caldwell-Meeks	El Segundo (South Bay)	CA	710-A South Allied Way, El Segundo, CA, 90245	310.455.6766	N/A
Jamie Fox*	Long Beach	CA	6480 Pacific Coast Hwy., Suite 150, Long Beach, CA 90803	562.365.2143	4
Sarah McMurray*	Pasadena	CA	75 W Walnut Street, Suite 120, Pasadena, CA 91103	909.966.1960	1
Taline Albarian*	Westlake Village	CA	2806 Townsgate Rd., Suite B, Westlake Village, CA 91361	805. 277.0741	2
Taline Albarian*	Woodland Hills	CA	20929 Ventura Blvd. Suite 8, Woodland Hills, CA 91364	818.949.2902	2
Brian Davidson*	Boulder	CO	3000 Pearl Pkwy., Suite 1700, Boulder, CO 80301	720.845.0882	2
Sonny Colangelo	Colorado Springs	CO	1358 Interquest Pkwy., Suite 160, Colorado Springs, CO 80921	719.312.3643	N/A
Kevin Williams*	Denver (Cherry Creek)	CO	291 Saint Paul Street, Denver, CO 80206	720.222.3366	1
Kevin Williams*	Denver (RiNo)	CO	2823 Larimer St., Denver, CO 80205	720.769.7553	1

Franchisee	Location (City)	Location (State)	Address	Phone #	Remaining Outlets to be Developed under Area Development Agreement for Area Developers
Lacy Baldwin	Greenwood Village	CO	5375 Landmark Pl., Suite 103, Greenwood Village, CO 80111	720.769.0282	N/A
Danny Figueroa*	Fort Lauderdale	FL	815 NE 2 Ave, Ste 410, Ft. Lauderdale, FL 33304	954.302.2787	5
Molly Bromiley	Jacksonville	FL	4870 Big Island Drive, Suite 4870-10, Jacksonville, FL 32246	904.675.5012	1
Danny Figueroa*	Miami (Wynwood)	FL	61 NW 26th Street, Miami, FL 33127	786.220.2828	5
Charlotte Sporkia*	Orlando	FL	361 N Rosalind Ave., Suite 7, Orlando, FL 32801	689.800.7524	2
Danny Figueroa*	Plantation	FL	331 N University Drive (103), suite M2300, Plantation, FL 33324	954.376.6567	5
Brian Herman*	Atlanta (Buckhead)	GA	1055 Howell Mill Road NW Suite 160, Atlanta, GA 30318	470.474.6712	1
Brian Herman*	Atlanta (West Midtown)	GA	3655 Roswell Rd NE, Atlanta, GA 30342	404.213.2668	1
Devin Borland*	Roswell	GA	601 Houze Way, Suite 400, Roswell, GA 30076	470.329.3322	1
Pat Lynch*	Chicago (Lakeview)	IL	3120 N Broadway, Chicago, IL 60657	773.828.5680	1
Pat Lynch*	Chicago (Lincoln Square)	IL	4715 N Lincoln Avenue, Chicago, IL 60625	773.917.1424	1
Jason Bowman*	Chicago (Lincoln Park)	IL	2038 N Halsted St., Chicago, IL 60614	773.614.7971	2
Jason Bowman*	Chicago (West Loop)	IL	9 South Halsted St., Chicago, IL 60661	872.259.4203	2
Furqan Hadi	Chicago (Wicker Park)	IL	1350 N Milwaukee Ave., Chicago, IL 60622	773.828.8186	N/A
Furqan Hadi	Chicago (South Loop)	IL	1109 S. Wabash, Chicago, IL 60605	312.667.0960	N/A
Randy Kline	Naperville	IL	110 S. Washington St. #108, Naperville, IL 60564	331.247.0840	N/A
Jazmine Mitchell	Downtown New Orleans	LA	1060 Girod Street, New Orleans, LA 70113	504.375.2272	N/A

Franchisee	Location (City)	Location (State)	Address	Phone #	Remaining Outlets to be Developed under Area Development Agreement for Area Developers
Altair Exum	Bethesda	MD	6917 Arlington Road, Suite G2, Bethesda, MD 20814	301.701.6046	N/A
Shannon Wandelear	Fulton	MD	8191 Maple Lawn Blvd., Fulton, MD 20759	410.988.3033	N/A
Jacob Lanning*	Las Vegas (Henderson)	NV	600 S. Green Valley Pkwy. #100, Henderson, NV 89052	702.757.3420	2
Jacob Lanning*	Las Vegas	NV	410 S. Rampart Blvd., Suite 165, Las Vegas, NV 89145	702.847.6760	2
Alex Cormas	Montclair	NJ	425 Bloomfield Avenue, Montclair, NJ 07042	973.944.4838	N/A
Buvaneswari Jeevakarunyam*	Cary	NC	370 South Walker Street Suite 124, Cary, NC 27511	919.321.6680	3
Buvaneswari Jeevakarunyam*	Raleigh (Brier Creek)	NC	Suite 103, 7930 Skyland Ridge Pkwy, Raleigh, NC 27617	201.606.5944	3
Shannon Suggs-Welch	Raleigh (Midtown)	NC	1100 Mercantile Drive, Suite 120, Raleigh, NC 27609	919.341.5669	N/A
Stuart King*	Dublin	OH	5863 Frantz Road, Dublin, OH 43017	614.467.8732	4
Stuart King*	Worthington	OH	53 W. Wilson Bridge Road, Suite 120, Worthington, OH 43085	614.467.8904	4
Lauren Elsener	South Tulsa	OK	9906 Riverside Pkwy., Tulsa, OK 74137	918.208.0855	N/A
Tyler King	Bend	OR	210 SW Century Drive, Suite 155, Bend, OR 97702	541.272.3812	N/A
Tyler King	Portland (Hawthorne)	OR	4516 SE Hawthorne Blvd., Portland, OR 97209	503.755.6705	N/A
Tyler King	Portland (Pearl District)	OR	903 NW Davis Street, Portland, OR 97209	503.564.7082	N/A
Jensen Anderson*	Charleston	SC	1421 Shucker Circle, Suite 103-105, Mount Pleasant, SC 29464	843.408.0133	1
Mark Cianciolo*	Franklin	TN	125 1st Avenue N., Franklin, TN 37064	615.229.7656	1
Mark Cianciolo*	Nashville (Belle Meade)	TN	78 White Bridge Road, Nashville, TN 37205	615.909.3795	1
Rachel Flowers	Austin	TX	1500 South Lamar Blvd., Suite 140, Austin, TX 78704	512.535.6705	N/A
Mark Rado*	Dallas (Lower	TX	3614 Greenville Ave. Dallas, TX 75206	214.764.6980	0

Franchisee	Location (City)	Location (State)	Address	Phone #	Remaining Outlets to be Developed under Area Development Agreement for Area Developers
	Greenville)				
Mark Rado*	Dallas (Oak Lawn)	TX	4428 Lemmon Ave., Dallas, TX 75219	469.501.1275	0
Gil Marques*	Ft. Worth	TX	2821 Heritage Trace Parkway, Ft. Worth, TX 76177	817.984.3788	0
Chris Peterson*	Frisco	TX	9250 N. Dallas Parkway, Suite 120, Frisco, Texas 75033	469.676.6733	1
Ben Orser*	Houston (Heights)	TX	373 W. 19th Street, Houston, TX 77008	713.955.5926	2
Mike Wilmoth*	North Dallas (Preston Forest)	TX	11661 Preston Road, Suite 119, Dallas, TX 75230	214.295.5679	1
Chris Peterson*	Plano	TX	4021 Preston Road, Suite D-617, Plano, TX 75093	972.924.5705	1
Gil Marques*	Southlake	TX	District 114 - 2102 E State Highway 114, Suite 107, Southlake, TX 76092	817.854.8889	0
Mark Garzone	Ashburn	VA	44727 Thorndike Street, Ashburn, VA 20147	703.349.5851	N/A
Tyler King*	Seattle	WA	900 N. 34th St., Suite B, Seattle, WA 98103	206.558.2918	6

*Area Developers

Transfers:

Franchisee	Location (City)	Location (State)	Address	Phone #
Lisa Caldwell-Meeks*	Los Angeles	CA	6736 Alvern St, Los Angeles, CA 90056	310.415.6836

* This franchisee assigned the Franchise Agreement to a new franchisee prior to opening the Boutique.

List of Franchisees with Signed Franchise Agreement, but Boutique Not Open:

Franchisee	Location (City)	Location (State)	Address	Phone #
Nick Karabas*	Phoenix	AZ	TBD	480.618.5788
Karl Abadilla*	Garden Grove	CA	TBD	714.273.4123
Marjaneh Manavi	Los Angeles	CA	TBD	310-704-1678
Mica Eades*	Redwood City	CA	TBD	415.542.6533
Chris Plhak*	San Diego	CA	TBD	516.252.7251
Candice Amigable	Signal Hill	CA	3011 E. Pacific Coast Hwy., Signal Hill, CA 90755	714.797.6143
Ranjit Hundal*	Studio City	CA	TBD	415.577.3667
Tiffany Byrnes	Bradenton	FL	TBD	772.380.3094
Charlotte Sporkia*	Maitland	FL	TBD	689.800.7524
Himanshu Patel	Ocoee	FL	TBD	407.579.8898
Ruchi Desai	Atlanta	GA	3040 Peachtree Rd., Unit 806, Atlanta, GA 30305	678.908.2369
Daryl Stewart*	Atlanta	GA	TBD	404.307.6085
Devin Borland*	Roswell	GA	TBD	470.329.3322
Furqan Hadi*	Chicago	IL	1648 W. North Ave, Apt 2, Chicago, IL 60622	773.273.1407
Andy Vallentine*	Detroit	MI	TBD	989.941.7220
Jacob Lanning*	Henderson	NV	1976 Troon Dr., Henderson, NV 89074	702.461.0600
Chirag Patel**	Mullica Hill	NJ	TBD	302.229.6795
Alex Cormas	Paramus	NJ	TBD	973.944.4838
Shannon Suggs-Welch*	Sanford	NC	TBD	919.341.5669
Stuart King*	Lewis Center	OH	TBD	817.408.7484
Lauren Elsener*	Bixby	OK	10368 E. 124th Str. S., Bixby, OK 74008	405.269.6631
Antonina Grek	Greer	SC	105 Tuscany Way, Greer SC, 29650	864.595.6000
Mike Wilmoth*	Dallas	TX	TBD	214.295.5679
Dimeka	Prosper	TX	TBD	515.778.5088

Franchisee	Location (City)	Location (State)	Address	Phone #
Jennings*				

*Area Developers.

** Franchisee has two signed FAs and no open boutique.

Former Franchisees (Terminations, Nonrenewal, etc.):

Franchisee	Location (City)	Location (State)	Address	Phone #
Erica Vieira*	Weston	FL	1943 Madeira Drive, Weston, FL 33327	401.743.4551
Desiree Cromwell*	Rosenberg	TX	7935 Blue Lake Drive, Rosenberg, TX 77469	832.724.3693

* This former franchisee a signed Franchise Agreement but did not open a Boutique.

IF YOU BUY THIS FRANCHISE, YOUR CONTACT INFORMATION MAY BE DISCLOSED TO OTHER BUYERS WHEN YOU LEAVE THE FRANCHISE SYSTEM.

EXHIBIT F TO FRANCHISE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

THE NOW FRANCHISE, LLC
FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITOR'S REPORT
JUNE 30, 2024, 2023, AND 2022

HCVT
HOLTHOUSE | CARLIN | VAN TRIGT LLP

THE NOW FRANCHISE, LLC
TABLE OF CONTENTS
JUNE 30, 2024, 2023, AND 2022

HOLTHOUSE | CARLIN | VAN TRIGT LLP

INDEPENDENT AUDITOR'S REPORT

To the Member of
The Now Franchise, LLC:

Opinion

We have audited the accompanying financial statements of The Now Franchise, LLC (the "Company"), a Delaware limited liability company, which comprise the balance sheet as of June 30, 2024 and the related statement of operations and changes in member's deficit, and cash flows for the year then ended, and the related notes to financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of June 30, 2024 and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Adjustments to Prior Period Financial Statements

The financial statements of the Company as of June 30, 2023 and 2022 (the "Prior Period Financial Statements") were audited by other auditors who issued their report dated September 25, 2023. As more fully described in Note 4, the Company has restated its Prior Period Financial Statements during the current year to properly reflect shared service costs in accordance with accounting principles generally accepted in the United States of America. The other auditors issued an unmodified opinion on the Prior Period Financial Statements before the restatement.

As part of our audit of the June 30, 2024 financial statements, we audited the adjustments described in Note 4 that were applied to restate the Prior Period Financial Statements. In our opinion, such adjustments are appropriate and have been properly applied. We were not engaged to audit, review, or apply any procedures to the Prior Period Financial Statements other than with respect to these adjustments as described in the following paragraphs, and accordingly, we do not express an opinion or any other form of assurance on the Prior Period Financial Statements.

Changes in Accounting Principles

As more fully described in Notes 2 and 4 to the financial statements, the Company adopted Financial Accounting Standards Board ("FASB") Accounting Standards Update ("ASU") 2021-02, *Franchisors – Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient* ("ASU 2021-02") during the year ended June 30, 2024 and applied it retrospectively to July 1, 2019, when Accounting Standards Codification ("ASC") Topic 606, *Revenue from Contracts with Customers*, was initially adopted. The Company's adoption of ASU 2021-02 changed the manner in which the Company accounts for pre-opening services provided to franchisees. The other auditors reported on the Prior Period Financial Statements before the retrospective adjustments.

As part of our audit of the June 30, 2024 financial statements, we also audited the adjustments to the Prior Period Financial Statements to retrospectively apply the adoption of ASU 2021-02 as described in Notes 2 and 4. In our opinion, such adjustments are appropriate and have been properly applied.

As more fully described in Note 2 to the financial statements, the Company changed its method of accounting for credit losses effective July 1, 2023, due to the adoption of FASB ASC Topic 326, *Financial Instruments – Credit Losses*. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the 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 financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

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

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

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

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

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

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

Holthouse Carlin & Van Trigt LLP

Los Angeles, California
September 13, 2024

THE NOW FRANCHISE, LLC
BALANCE SHEETS

AS OF JUNE 30,	2024	(As Restated) 2023	(As Restated) 2022
Assets			
Current assets:			
Cash and cash equivalents	$ 162,599	$ 18,506	$ 158,840
Restricted cash	171,840	121,520	-
Accounts receivable, net	564,775	461,921	44,670
Note receivable	60,837	-	-
Accrued interest on note receivable	26,833	-	-
Costs of obtaining customer contracts	154,895	282,367	260,394
Prepaid expenses and other current assets	62,025	49,811	15,467
Total current assets	1,203,804	934,125	479,371
Due from related parties	6,810,005	1,499,604	316,454
Costs of obtaining customer contracts, net of current portion	1,835,904	1,801,752	1,842,768
Note receivable, net of current portion and allowance for loan losses	41,246	189,294	189,294
Intangible assets	161,108	-	-
Accrued interest on note receivable, net of current portion	19,500	-	-
Total assets	$ 10,071,567	$ 4,424,775	$ 2,827,887
Liabilities and Member's Deficit			
Current liabilities:			
Accounts payable and accrued expenses	$ 856,036	$ 257,967	$ 123,514
Brand fund liability	171,840	121,520	-
Deferred revenue	948,750	813,381	1,070,506
Total current liabilities	1,976,626	1,192,868	1,194,020
Deferred revenue, net of current portion	3,594,999	4,067,516	3,522,889
Due to related parties	9,099,791	4,112,715	1,741,592
Total liabilities	14,671,416	9,373,099	6,458,501
Member's deficit	(4,599,849)	(4,948,324)	(3,630,614)
Total liabilities and member's deficit	$ 10,071,567	$ 4,424,775	$ 2,827,887

See accompanying notes to financial statements.

THE NOW FRANCHISE, LLC

STATEMENTS OF OPERATIONS AND CHANGES IN MEMBER'S DEFICIT

FOR THE YEARS ENDED JUNE 30,	2024	(As Restated) 2023	(As Restated) 2022
Revenues			
Royalties and other	$ 6,073,341	$ 4,498,767	$ 2,479,757
Advertising contributions	4,172,943	1,550,785	456,157
Total revenues	10,246,284	6,049,552	2,935,914
Operating expenses:			
Bad debt expense	332,589	640	46,123
Franchise advertising and sales expenses	4,324,606	1,859,206	888,154
Pre-opening service costs	353,927	444,231	332,117
Technology fees	848,814	443,394	147,492
Commissions	300,072	274,043	208,266
Insurance	29,064	63,071	71,115
Office expenses	410,412	311,008	422,568
Other general and administrative	45,051	40,024	9,687
Payroll and related benefits	3,468,426	2,360,276	1,713,013
Professional fees	102,376	143,900	593,867
Travel and entertainment	221,123	128,475	275,795
State franchise taxes and fees	52,497	389	5,739
Total operating expenses	10,488,957	6,068,657	4,713,936
Loss from operations	(242,673)	(19,105)	(1,778,022)
Other income	141,148	-	-
Net loss	(101,525)	(19,105)	(1,778,022)
Member's deficit, beginning of year	(4,948,324)	(3,630,614)	(475,585)
Effect of adoption of ASU 2021-02 (Notes 2 and 4)	-	-	257,392
Contributions from member	450,000	-	-
Distributions to member	-	(1,298,605)	(1,634,399)
Member's deficit, end of year	$ (4,599,849)	$ (4,948,324)	$ (3,630,614)

See accompanying notes to financial statements.

THE NOW FRANCHISE, LLC
STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED JUNE 30,	2024	2023	2022
Cash flows from operating activities:			
Net loss	$ (101,525)	$ (19,105)	$ (1,778,022)
Adjustments to reconcile net loss to net cash provided by operating activities:			
Operating expenses paid by related parties under shared-cost arrangement (Note 3)	3,691,642	2,334,629	1,741,592
Provision for credit losses	332,589	-	-
Management fees (Note 2)	(50,000)	-	-
Changes in operating assets and liabilities:			
Accounts receivable	(182,394)	(417,251)	(20,673)
Accrued interest on note receivable	(46,333)	-	-
Due from related parties	(5,310,401)	(1,183,150)	93,840
Costs of obtaining customer contracts	93,320	19,043	(237,683)
Prepaid expenses and other current assets	(12,214)	(34,344)	111,258
Accounts payable and accrued expenses	598,069	134,453	20,358
Brand fund liability	50,320	121,520	-
Deferred revenue	(337,148)	287,502	659,745
Due to related parties	1,295,434	36,494	-
Net cash provided by operating activities	21,359	1,279,791	590,415
Cash flows from investing activities:			
Issuance of note receivable	(115,838)	-	(189,294)
Expenditures for the purchase and development of intangible assets	(161,108)	-	-
Cash used in investing activities	(276,946)	-	(189,294)
Cash flows from financing activities:			
Member's contributions	450,000	-	-
Member's distributions	-	(1,298,605)	(1,634,399)
Cash provided by (used in) financing activities	450,000	(1,298,605)	(1,634,399)
Net change in cash, cash equivalents, and restricted cash	194,413	(18,814)	(1,233,278)
Cash, cash equivalents, and restricted cash, beginning of year	140,026	158,840	1,392,118
Cash, cash equivalents, and restricted cash, end of year	$ 334,439	$ 140,026	$ 158,840
Supplemental disclosure of non-cash investing activity:			
Recognition of note receivable for management fees earned in exchange for boutique management services (Note 2)	$ 50,000	$ -	$ -
Reconciliation of cash, cash equivalents, and restricted cash:			
Cash and cash equivalents	$ 162,599	$ 18,506	$ 158,840
Restricted cash	171,840	121,520	-
Total cash, cash equivalents, and restricted cash	$ 334,439	$ 140,026	$ 158,840

See accompanying notes to financial statements.

1. NATURE OF BUSINESS AND OPERATIONS

Business and Operations The Now Franchise, LLC (the "Company"), a Delaware limited liability company, was formed on May 9, 2019 to franchise The Now Massage boutiques. The Now Massage offers customizable massage therapy services in nature-inspired, minimalist settings at boutiques across the country. As a franchisor, the Company enters into agreements with franchisees in various states. Under the terms and conditions set forth in the franchise agreements, franchisees will establish and operate The Now Massage boutiques.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Franchise Agreements The following is a summary of franchise agreements held by the Company:

	Franchise Agreements
As of June 30, 2021	80
New agreements	38
Transferred agreements	-
Terminated agreements	(1)
As of June 30, 2022	117
New agreements	27
Transferred agreements	-
Terminated agreements	(5)
As of June 30, 2023	139
New agreements	22
Transferred agreements	2
Terminated agreements	(8)
As of June 30, 2024	155

As of June 30, 2024, 2023, and 2022, there were 60, 44, and 23 operating boutiques, respectively.

The franchisees pay initial franchise fees to the Company for the right to own and operate a Now Massage boutique and renewal fees upon approval of the franchise agreement renewal. The Company is obligated to provide training, construction management, and other initial and continuing services over the term of the franchise agreement. Franchisees pay a continuing royalty fee based on gross sales, or a guaranteed minimum (as defined), during the term of the franchise agreements. Franchisees also pay initial marketing fees and continuing advertising fees based on gross sales, or a guaranteed minimum (as defined), during the term of the franchise agreement. The Company administers and directs the development of all advertising and promotional programs for which it collects advertising fees in accordance with the provisions of the franchise agreements. In addition, the Company sells area-development agreements that grant the right to develop a specified number of Now Massage boutiques in designated areas during the specified period. Area-development agreements typically require the franchisees to pay a nonrefundable initial fee based on the number of boutiques the franchisees agree to open.

Basis of Accounting The Company's financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP").

Fiscal Year The Company's fiscal year-end is June 30.

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

Reclassifications Certain reclassifications have been made to the prior years' financial statements to conform to the current year presentation. These reclassifications had no effect on previously reported results of operations or member's deficit.

Cash and Cash Equivalents The Company considers all liquid investments with maturities of three months or less when purchased to be cash equivalents. The Company's bank balances may exceed the FDIC-insured limits. The Company does not anticipate any loss related to these balances.

Current Expected Credit Losses In June 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2016-13 ("ASU 2016-13"), *Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments.* ASU 2016-13 revises the accounting requirements related to the measurement of credit losses and requires organizations to measure all expected credit losses for financial assets, including trade receivables, based on historical experience, current conditions, and reasonable and supportable forecasts about collectability. Assets must be presented in the financial statements at the net amount expected to be collected. The Company adopted ASU 2016-13 on July 1, 2023, using the modified retrospective approach. However, the adoption of ASU 2016-13 did not have a material impact on the Company's financial statements and no adjustment to the opening member's deficit was required. Comparative information continues to be reported under the accounting standards in effect in those reporting periods. The provision for credit losses amounted to approximately $333,000 and $0 as of June 30, 2024 and July 1, 2023, respectively.

Accounts Receivable and Allowance for Doubtful Accounts Accounts receivable are franchisee obligations due under normal trade terms. The Company monitors the financial condition of its franchisees and records provisions for estimated losses on receivables when management believes that the franchisees are unable to make their required payments. After all attempts to collect a receivable have failed, the receivable is written off against the allowance for doubtful accounts. No allowances for doubtful accounts were outstanding as of June 30, 2023 and 2022.

Note Receivable In August 2021, the Company entered into a note receivable agreement (the "Note") with one of its franchisees (the "Borrower"). The Note bears interest at 9% per annum, and provides for a maximum draw amount of $200,000 with unpaid principal and interest due on August 9, 2031 (the "Maturity Date"). In August 2023, the Company and the Borrower entered into an amendment to the Note which increased the draw amount by $55,000, provided for a monthly management fee of $5,000 in exchange for certain boutique management services, and extended the Maturity Date to August 31, 2033. As of June 30, 2024, 2023, and 2022, the remaining balance of the note was approximately $355,000, $189,000, and $189,000, respectively. As of June 30, 2024, 2023, and 2022, accrued interest on the Note was approximately $46,000, $0, and $0, respectively. As of June 30, 2024, the Company recorded an allowance for loan losses of approximately $253,000 subject to the requirements prescribed in ASU 2016-13. The Company determined no allowance for loan losses was necessary as of June 30, 2023 and 2022.

Intangible Assets Intangible assets consist primarily of costs incurred for the development of the Company's website, which is recorded at cost. The Company capitalizes costs related to the application and infrastructure development, graphics development, and content development stages of the website in accordance with FASB Accounting Standards Codification ("ASC") 350-50, *Intangibles – Goodwill and Other – Website Development Costs* ("ASC 350-50"). In accordance with ASC 350-50, costs incurred during the planning and operating stages are expensed as incurred.

As of June 30, 2024, the total amount capitalized for website development costs was approximately $161,000. As of June 30, 2024, the website was still under development; therefore, no amortization expense has been recorded in the accompanying statements of operations. The Company will begin to amortize website development costs on a straight-line basis in the period the website development is substantially complete and ready for its intended use.

Revenue Recognition The Company determines revenue recognition by applying the following steps required under FASB ASC Topic 606, *Revenue from Contracts with Customers* ("ASC 606"):

Step 1: Identification of customer contracts
Step 2: Identification of the performance obligations in the contracts
Step 3: Determination of the transaction price
Step 4: Allocation of the transaction price to each of the performance obligations in the contracts
Step 5: Recognition of revenue when, or as, each of the identified performance obligations is satisfied

Royalties and Technology Fees – Franchise agreements require that the franchisee remits royalty fees to the Company generally at an amount equal to 6% of gross sales on a weekly basis ("Royalties") and technology fees at an amount of up to $1,250 per month ("Technology Fees"). Royalties and Technology Fees are paid as consideration in exchange for providing the license of the intellectual property associated with The Now Massage brand (the "IP") and maintaining the technology and software used to support the IP. The Company recognizes Royalties as revenue on a gross basis when the related boutique sales occur based on the application of the sales-based royalty exception within ASC 606. The Company recognizes Technology Fees as revenue when invoiced based on the application of the as-invoiced practical expedient within ASC 606.

Advertising Contributions – Franchise agreements require that the franchisee remits Brand Fund fees to the Company at an amount equal to 2% of gross sales on a weekly basis (the "Brand Fund Contributions"), an amount of up to $1,500 per month plus any additional discretionary amounts ("Digital Marketing Contributions"), and an amount up to $875 per month (the "Agency Contributions"). The Brand Fund Contributions, Digital Marketing Contributions, and the Agency Contributions (collectively, the "Advertising Contributions") are consideration for providing ongoing advertising, product development, public relations, and administrative expenses and programs to increase sales and further develop The Now brand. In accordance with the provisions of ASC 606, management has determined that the advertising and promotion services provided to franchisees are highly interrelated with the franchise right and therefore not distinct in the context of the franchise agreement. The Company recognizes Brand Fund Contributions as revenue when the related boutique sales occur based on the application of the sales-based royalty exception within ASC 606.

The Company recognizes Digital Marketing Contributions and Agency Contributions when invoiced based on the application of the as-invoiced practical expedient within ASC 606.

Franchise Fees – In January 2021, the FASB issued ASU 2021-02, *Franchisors – Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient* ("ASU 2021-02"), to simplify the application of the guidance about identifying performance obligations for non-public franchisors. Upon adoption, ASU 2021-02 permits franchisors to account for pre-opening services provided to a franchisee as distinct from the franchise license if the services are consistent with those included in a predefined list within the guidance. Additionally, ASU 2021-02 allows an accounting policy election to recognize the pre-opening services as a single performance obligation. The Company adopted ASU 2021-02 during the year ended June 30, 2024 and applied it retrospectively to July 1, 2019, when ASC 606 was initially adopted. The Company recorded a cumulative adjustment to the opening deficit on July 1, 2021 (see Note 4). Upon adoption, the Company considered its pre-opening services distinct from the continuing rights and services offered during the term of the franchise agreement. The Company elected to treat the pre-opening services as a single performance obligation.

The Company generally requires an upfront initial franchise fee ("IFF") paid upon the execution of the franchise agreement. The Company also requires certain other initial training fees, business management fees, and project management fees (collectively, the "pre-opening support fees"). In certain regions, the Company may enter into an area-development agreement ("ADA") which provides the franchisee with the right to develop a specified number of boutiques within a specific geographical area. The Company typically charges a nonrefundable fee (the "ADA Fee") in connection with an ADA. Upon executing an ADA, the Company and the franchisee enter into a franchise agreement for the first boutique. For each subsequent boutique, the Company and the franchisee will execute a separate franchise agreement. ADA Fees are allocated evenly to each boutique opened under the ADA. If the franchisee fails to open the committed boutiques within the ADA term, the unallocated ADA Fees for unopened boutiques are recognized as revenue upon the ADA's expiration. In the application of the amendments in ASU 2021-02, management determined that the services rendered in exchange for IFFs, ADAs, and preopening support fees (collectively, the "Franchise Fees") are distinct from the ongoing services the Company provides to the franchisee throughout the term of the franchise agreement, which is typically ten years. As a result, Franchise Fees are recognized as revenue as the pre-opening services are rendered over time using an output method based on the achievement of specific milestones, including lease signing, construction completion, training completion, and boutique opening, which reflect the transfer of control to the franchisee. Transfer fees are obligations of outgoing franchisees and therefore, are recognized as revenue upon completion of the transfer.

The following table presents the Company's revenues for the years ended June 30, 2024, 2023, and 2022 disaggregated by revenue source:

Revenue Sources	**Timing**	**2024**	**2023**	**2022**
Royalties and other	Over time	$ 6,073,341	$ 4,498,767	$ 2,479,757
Advertising contributions	Over time	4,172,943	1,550,785	456,157
Total revenues		$ 10,246,284	$ 6,049,552	$ 2,935,914

Under FASB ASC 340-40, *Other Assets and Deferred Costs – Contracts with Customers*, the Company defers incremental costs of obtaining a customer contract, which generally consist of commissions paid to third party brokers upon the execution of franchise agreements. The Company amortizes these costs over a period of benefit, which the Company has determined to be ten years by taking into consideration the initial term of the franchise agreements as well as historical average renewal rates. For the years ended June 30, 2024, 2023, and 2022, amortization of incremental contract costs amounted to approximately $300,000, $274,000, and $208,000, respectively, and is included in commissions on the accompanying statements of operations.

Contract Assets and Liabilities The timing of revenue recognition, billings, and cash collections results in billed accounts receivable and deferred revenue on the accompanying balance sheets. The Company generally invoices the franchisees for IFFs and renewal fees at the execution of the agreements. Continuing royalties are billed on a weekly basis.

The contract asset and liability balances as of June 30, 2024, 2023, 2022, and 2021 were as follows:

	2024	2023	2022	2021
Accounts receivable, net	$ 564,775	$ 461,921	$ 44,670	$ 23,997
Deferred revenue	$ 4,543,749	$ 4,880,897	$ 4,593,395	$ 4,191,042

Franchise Advertising Costs The Company expenses production costs of commercial and online advertising in the period the production costs are incurred and expenses the costs of communicating the advertising in the period the advertising occurs. Franchise advertising expense amounted to approximately $3,648,000, $1,602,000, and $306,000 for the years ended June 30, 2024, 2023, and 2022, respectively. As of June 30, 2024, 2023, and 2022, the Company recorded a brand fund liability of approximately $172,000, $122,000, and $0, respectively, representing unspent contributions from franchisees designated for future advertising and marketing activities. These funds are restricted and will be utilized in accordance with the franchise agreements.

Income Taxes The Company is a limited liability company ("LLC") that is treated as a partnership for federal and state income tax purposes; therefore, the Company does not incur income taxes at a company level. Instead, its earnings and losses are passed through to the member of the Company and are included in the calculation of the member's tax liability. However, because the Company is an LLC and is registered as a foreign entity doing business in various states, it may be subject to fees based on its annual gross revenues and other applicable state-specific requirements. Additionally, the Company is required to pay any mandated annual fees or taxes to the states in which it is registered to conduct business.

3. RELATED PARTY TRANSACTIONS

From time to time, the Company transfers cash to or receives cash from related parties (the "cash advances") based on the cash requirements of each related party. From time to time, the Company may also make credit card payments on behalf of its related parties (the "credit card payments"), primarily for vendor purchases. Additionally, certain related parties incur payroll, administrative, professional services, information technology, data processing, and other costs (the "shared service costs") in connection with performing shared services for the Company. The shared service costs are assessed by the Company based on certain quantitative metrics such as time spent, costs incurred, and resources expended. Shared service costs associated with the shared services totaled approximately $3,692,000, $2,335,000, and $1,742,000 for the years ended June 30, 2024, 2023, and 2022, respectively. Related party transactions involving cash advances, credit card payments, and shared service costs are generally settled within a period of greater than one year. Therefore, amounts due to and due from related parties have been classified as noncurrent on the accompanying balance sheets.

As a result of the aforementioned related party transactions, the Company had the following amounts due from related parties as of June 30, 2024, 2023, and 2022:

As of June 30,	**2024**	**2023**	**2022**
Due from The Now Parent, LLC	$ 5,996,072	$ 1,397,136	$ 316,454
Due from The Now, LLC	313,118	94,095	-
Due from The Now PC, LLC	421,186	-	-
Due from Post Real Estate Group Inc.	28,298	-	-
Due from BoBark, LLC	44,340	8,373	-
Due from BoBark Franchising, LLC	6,991	-	-
Total due from related parties	$ 6,810,005	$ 1,499,604	$ 316,454

As a result of the aforementioned related party transactions, the Company had the following amounts due to related parties as of June 30, 2024, 2023, and 2022:

As of June 30,	**2024**	**2023**	**2022**
Due to The Now Parent, LLC	$ 7,698,880	$ 3,467,367	$ 1,447,588
Due to The Now, LLC	164,077	19,509	-
Due to The Now PC, LLC	186,943	11,985	-
Due to The Now IP, LLC	1,481	-	-
Due to Post Real Estate Group Inc.	957,303	555,619	294,004
Due to BoBark, LLC	90,107	58,235	-
Due to BoBark Franchising, LLC	1,000	-	-
Total due to related parties	$ 9,099,791	$ 4,112,715	$ 1,741,592

The Company provides certain advertising and marketing services for boutiques owned and operated by The Now, LLC in exchange for advertising contributions. For the years ended June 30, 2024, 2023, and 2022, advertising contributions recognized on these transactions with The Now, LLC amounted to approximately $311,000, $119,000, and $9,000, respectively, and are included in advertising contributions on the accompanying statements of operations.

4. PRIOR PERIOD ADJUSTMENTS AND ADOPTION OF ASU 2021-02

During the year ended June 30, 2024, the Company became aware of several adjustments that needed to be made to its previously issued financial statements as of and for the years ended June 30, 2023 and 2022. These adjustments related primarily to the understatement of shared service costs (see Note 3). As a result of the aforementioned errors, shared service costs were understated for the years ended June 30, 2023 and 2022 with an impact of approximately $2,335,000 and $1,742,000, respectively. The Company recorded prior period adjustments to its statements of operations and changes in member's deficit to correct these errors, which increased total operating expenses and the accumulated deficit by the amounts previously noted.

As discussed at Note 2, the Company adopted ASU 2021-02 during the year ended June 30, 2024 and applied it retrospectively to July 1, 2019, when ASC 606 was initially adopted.

The effects of the prior period adjustment and adoption of ASU 2021-02 on the June 30, 2023 financial statement line items are as follows:

As of June 30, 2023:	As Previously Reported	Prior Period Adjustment	Adoption of ASU 2021-02	As Restated
Due to related parties	$ 1,778,086	$ 2,334,629	$ -	$ 4,112,715
Deferred revenue	$ 5,905,084	$ -	$ (1,024,187)	$ 4,880,897
Member's deficit	$ 3,637,882	$ 2,334,629	$ (1,024,187)	$ 4,948,324

For the Year Ended June 30, 2023:	As Previously Reported	Prior Period Adjustment	Adoption of ASU 2021-02	As Restated
Royalties and other	$ 4,069,830	$ -	$ 428,947	$ 4,498,767
Payroll and related benefits	$ 136,183	$ 2,224,093	$ -	$ 2,360,276
Office expenses	$ 208,710	$ 102,298	$ -	$ 311,008
Insurance	$ 54,833	$ 8,238	$ -	$ 63,071
Net income (loss)	$ 1,886,587	$ (2,334,629)	$ 428,937	$ (19,105)

Approximately $596,000 of the $1,024,187 decrease in deferred revenues and accumulated deficit resulting from the Company's adoption of ASU 2021-02 (as illustrated above) relates to the year ended June 30, 2022.

The effects of the prior period adjustment and adoption of ASU 2021-02 on the June 30, 2022 financial statement line items are as follows:

As of June 30, 2022:	As Previously Reported	Prior Period Adjustment	Adoption of ASU 2021-02	As Restated
Due to related parties	$ -	$ 1,741,592	$ -	$ 1,741,592
Deferred revenue	$ 5,188,915	$ -	$ (595,520)	$ 4,593,395
Member's deficit	$ 2,484,272	$ 1,741,592	$ (595,520)	$ 3,630,614

For the Year Ended June 30, 2022:	As Previously Reported	Prior Period Adjustment	Adoption of ASU 2021-02	As Restated
Royalties and other	$ 2,141,899	$ -	$ 337,858	$ 2,479,757
Payroll and related benefits	$ 95,642	$ 1,617,371	$ -	$ 1,713,013
Office expenses	$ 307,605	$ 114,963	$ -	$ 422,568
Insurance	$ 61,857	$ 9,258	$ -	$ 71,115
Net loss	$ (374,288)	$ (1,741,592)	$ 337,858	$ (1,778,022)

5. RISKS AND UNCERTAINTIES

As of June 30, 2024, the Company had accumulated losses and recurring net losses. The Company is currently in the process of entering into additional franchise agreements with potential franchisees in various states. Additionally, the Company's ownership group intends to continue funding the Company as needed for at least one year after the date that these financial statements are available to be issued. Management believes that these plans and actions will enable the Company to generate sufficient cash flow to fund ongoing operations and meet its liquidity requirements and obligations (primarily, sales and advertising, payroll, and other operating expenses) as they become due. Accordingly, the accompanying financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. However, the Company's activities are subject to significant risks and uncertainties, including changes in the Company's position in the market due to competition. The Company's success will depend on its ownership group's continued financial support and its ability to execute franchise agreements, which is dependent upon the market acceptance of the Company's current and future franchise offerings.

6. SUBSEQUENT EVENTS

The Company has evaluated subsequent events that have occurred through the date of the independent auditor's report, which is the date that the financial statements were available to be issued, and determined that there were no subsequent events that required recognition or disclosure in the financial statements.

EXHIBIT G TO FRANCHISE DISCLOSURE DOCUMENT

SAMPLE CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement is entered into this_________________day of _________________, 20____by and between The Now Franchise, LLC on behalf of itself and its direct and indirect parents, subsidiaries and affiliates (hereinafter collectively referred to as the "Company") and _______________________(hereinafter referred to as the "Recipient").

WHEREAS, the Company possesses certain confidential information pertaining to its businesses; and,

WHEREAS, the Recipient may, from time to time, receive a disclosure of such confidential information from the Company or its agents, consultants or affiliates for the purpose of enabling the Recipient to evaluate a possible franchise opportunity (the “Franchise Opportunity”); and,

THEREFORE, the Recipient agrees to hold in confidence and to refrain from the unauthorized use of Confidential Information (as hereinafter defined) as set forth below:

1. Confidential Information.

(a) As used herein, "Confidential Information" means information about the Company, in whatever format, furnished to the Recipient pursuant to this Agreement by or on behalf of the Company, including, but not limited to, information regarding policies and procedures; concepts; tools; techniques; contracts; business records; marketing information and plans; demographic information; operations; basic Boutique inventory; sales; costs; employees; vendors; suppliers; expansion plans (e.g. existing, and entry into new, geographic and/or product markets); location of Boutiques and offices (including proposed locations); lawsuits and/or claims; management philosophy; customer lists; rental activity reports; sell through activity reports; and confidential information received from third parties pursuant to a confidentialdisclosure agreement,

(b) Confidential Information does not include information that (i) was available to the public prior to the time of disclosure, (ii) becomes available to the public through no act or omission of the Recipient, or (iii) communicated rightfully to Recipient free of any obligation of nondisclosure and without restriction as to its use. Recipient shall bear the burden of demonstrating that the information falls underone of the above-described exceptions.

2. Non-Use and Non-Disclosure.

Recipient agrees to (i) hold the Confidential Information in confidence and refrain from disclosing Confidential Information, or transmitting any documents or copies containing Confidential Information, to any other party except as permitted under the terms of this Agreement, (ii) use the Confidential Information only to assist the Recipient in evaluation of the Franchise Opportunity and will not disclose any of it except to the Recipient's directors, officers, employees and representatives (including outside attorneys, accountants and consultants) (collectively its "Representatives") who need such information for the purpose of evaluating the Franchise Opportunity (and the Recipient shall require such Representatives to agree to be bound by the provisions of this Agreement and the Recipient shall be responsible for any breach of the terms of this Agreement by its Representatives). Recipient shall use at least the standard of care with respect to protecting the Confidential Information that it accords or would accord its own proprietary and confidential information.

3. Ownership and Implied Rights.

All Confidential Information shall remain the exclusive property of the Company and nothing in this Agreement, or any document, or any course of conduct between the Company and the Recipient, shall be deemed to grant the Recipient any rights in or to the Confidential Information, or any part thereof.

Nothing herein shall obligate Company to enter into a franchise relationship with Recipient. Company may for any reason or for no reason decline to enter into a franchise relationship with Recipient. Recipient acknowledges that Company is under no obligation to enter into or execute a franchise agreementwith Recipient on the basis of this Agreement or for any other reason.

4. Restrictions on Copying.

Recipient shall not make any copies of any Confidential Information, except as may be strictly necessary for Recipient to evaluate the Franchise Opportunity. Any copies made by Recipient shall bear a clear stamp or legend indicating their confidential nature. Recipient shall not remove, overprint or deface any notice of copyright, trademark, logo, or other notices of ownership from any originals or copies of Confidential Information.

5. Return of Materials.

At the request of the Company at any time, the Recipient shall promptly return to the Company all Confidential Information that may be contained in printed, written, drawn, recorded, computer disk or any other form whatsoever which is in the possession or control of the Recipient or the location of which is known by the Recipient, including all originals, copies, reprints and translations thereof and any notes prepared by the Recipient or its Representatives in connection with the Confidential Information.

6. Breach.

(a) In the event of Recipient's breach of its obligations under this Agreement or any other agreement with the Company, Company shall have the right to (i) demand the immediate return of all Confidential Information, (ii) recover its actual damages incurred by reason of such breach, including, but not limited to, its attorneys' fees and costs of suit, (iii) obtain injunctive relief to prevent such breach or to otherwise enforce the terms of this Agreement, and (iv) pursue any other remedy available at law or inequity.

(b) The Recipient recognizes that the Company would suffer irreparable harm for which it would not have an adequate remedy at law if the Recipient were to violate the covenants and agreements set forth herein. Accordingly, the Recipient agrees that the Company shall be entitled to specific performance and injunctive relief as remedies for any such breach and that, in such event, no bond shall be required. This remedy shall be in addition to any other remedy available at law or in equity.

7. Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN STRICT ACCORDANCE WITH THE SUBSTANTIVE LAW OF THE STATE OF CALIFORNIA WITHOUT REFERENCE TO CONFLICT OF LAW RULES. THE RECIPIENT HEREBY CONSENTS TO THE JURISDICTION OF THE DISTRICT COURTS OF THE STATE OF CALIFORNIA AND ANY PROCEEDING ARISING BETWEEN THE PARTIES HERETO IN ANY MANNER PERTAINING OR RELATED TO THIS AGREEMENT SHALL TO THE EXTENT PERMITTED BY LAW, BE HELD IN CALIFORNIA.

8. Waiver; Severability.

Any failure on the part of the Company to insist upon the performance of this Agreement or any part thereof, shall not constitute a waiver of any right under this Agreement. No wavier of any provision of this Agreement shall be effective unless in writing and executed by the party waiving the right. If any provision of this Agreement, or the application thereof to any person or circumstance shall, for any reason or to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to thegreatest extent permitted by law.

9. Accuracy of Confidential Information.

(a) The Company makes no representation or warranty as to the accuracy or completeness of the Confidential Information. Neither the Company nor any of the officers, directors, employees, agents, advisors, legal counsel or other representatives or affiliates thereof, shall be subject to any liability resultingfrom the use of the Confidential Information by the Recipient and its Representatives.

(b) The Recipient acknowledges that the restrictions set forth herein are fair and reasonable and are necessary in order to protect the business of the Company and the confidential nature of the Confidential Information. The Recipient further acknowledges that the Confidential Information is unique to the business of the Company and would not be revealed to Recipient were it not for its willingness to agree to the restrictions set forth herein.

10. Applicability.

The terms, conditions and covenants of this Agreement shall apply to all business dealings and relations between the Company and the Recipient.

RECIPIENT	THE NOW FRANCHISE, LLC
______________________________	
By:___________________________	By:___________________________
Name:_________________________	Name:_________________________
Title:__________________________	Title: __________________________

EXHIBIT H TO FRANCHISE DISCLOSURE DOCUMENT

SAMPLE FORM OF GENERAL RELEASE

SAMPLE FORM OF GENERAL RELEASE

This General Release ("Release") is made and entered into on this______________day of ________ _______, 20_____(the "Effective Date") by and between The Now Franchise, LLC ("Franchisor") and ____("Franchisee").

WITNESSETH:

WHEREAS, Franchisor and Franchisee are parties to a The Now Franchise Agreement (the "Franchise Agreement") dated________________, 20_, granting Franchisee the right to operate a The Now Boutique business under Franchisor's proprietary marks and system at the following location: ____.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Release, and other good and valuable consideration, receipt of which is hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

Franchisee, for itself and its successors, predecessors, assigns, beneficiaries, executors, trustees, agents, representatives, employees, officers, directors, shareholders, partners, members, subsidiaries and affiliates (jointly and severally, the "Releasors"), irrevocably and absolutely releases and forever discharges Franchisor and its successors, predecessors, assigns, beneficiaries, executors, trustees, agents, representatives, employees, officers, directors, shareholders, partners, members, subsidiaries and affiliates (jointly and severally, the "Releasees"), of and from all claims, obligations, actions or causes of action (however denominated), whether in law or in equity, and whether known or unknown, present or contingent, for any injury, damage, or loss whatsoever arising from any acts or occurrences occurring as of or prior to the date of this Release relating to the Franchise Agreement, the business operated under the Franchise Agreement, and/or any other agreement between any of the Releasees and any of the Releasors. The Releasors, and each of them, also covenant not to sue or otherwise bring a claim against any of the Releasees regarding any of the claims being released under this Release. Releasors hereby acknowledge that this release is intended to be a full and unconditional general release, as that phrase is used and commonly interpreted, extending to all claims of any nature, whether or not known, expected or anticipated to exist.

Each of the Releasors expressly acknowledges that they are familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

> A general release does not extend to claims which 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.

Each of the Releasors hereby specifically and expressly waives all rights that it may have under Section 1542 of the California Civil Code or any similar provision of law in any other jurisdiction. This Release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law. Releasors acknowledge and agree that they have read the terms of this Release, they fully understand and voluntarily accept the terms, and that they have entered into this Release voluntarily and without any coercion. This Release Agreement does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Release as of the Effective Date.

FRANCHISOR	FRANCHISEE
By:_______________________________	By:_______________________________
Name:____________________________	Name:____________________________
Title:_____________________________	Title:_____________________________

EXHIBIT I TO FRANCHISE DISCLOSURE DOCUMENT

STATE-SPECIFIC ADDENDA

PLEASE NOTE THAT THE SIGNATURE PAGE FOR THE APPROPRIATE ADDENDUM OR ADDENDA IDENTIFIED IN THE "APPLICABLE STATE" LINE AT THE END OF ALL STATE ADDENDA SET FORTH BELOW FOLLOWS ALL THE ADDENDA BELOW AND SHOULD BE SIGNED IF THE FRANCHISE BEING AWARDED IS SUBJECT TO ONE OR MORE OF THE APPLICABLE STATE FRANCHISE PRE-SALE DISCLOSURE AND REGISTRATION LAWS BELOW. THERE IS NOT A SPECIFIC SIGNATURE PAGE FOR EACH ADDENDUM UNLESS SPECIFICALLY REQUIRED BY THAT STATE.

STATE SPECIFIC ADDENDA TO FRANCHISE DISCLOSURE DOCUMENT

ADDENDUM REQUIRED BY THE STATE OF CALIFORNIA

CALIFORNIA CORPORATIONS CODE SECTION 31125 REQUIRES THAT THE FRANCHISOR GIVE THE FRANCHISEE A DISCLOSURE DOCUMENT APPROVED BY THE DEPARTMENT OF CORPORATIONS PRIOR TO A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

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.

Neither we nor any person or franchise broker identified in Item 2 is subject to any currently effective orderof any national securities association or national securities exchange, as defined in the Securities ExchangeAct of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling these persons from membership in that association or exchange.

The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a requirement for us to maintain a surety bond under California Corporations Code section 31113 and 10 C.C.R. section 310.113.5, which must remain in effect during our registration period. The surety bond is in the amount of $490,000 with Harco National Insurance Company and is available for you to recover your damages in the event we do not fulfill our obligations to you to open your franchised business. We will provide you with a copy of the surety bond upon request.

The Franchisor will not enforce the no-poach/non-solicitation provision disclosed in Item 17, rows q and r in California.

California Business and Professions Code sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the franchise agreement contains a provision that in inconsistent with the law, the law will control.

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

California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

The Franchise Agreement and Development Agreement contain a covenant not to compete which extends beyond the termination of the franchise. These provisions may not be enforceable under California law.

The Franchise Agreement and Development Agreement require the parties to resolve their disputes through non-binding mediation and, if necessary, litigation. The mediation and litigation will occur in Los Angeles, California, and you must reimburse us our costs is we prevail in any litigation proceeding. 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.

Item 10 is amended to state that Franchisor's affiliate, Park West Financial, Inc., is licensed as a California Financial Lender and Broker – License Number 60DBO-147251.

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.

Regarding our website, www.thenowmassage.com, please note the following:

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT, AND DEVELOPMENT AGREEMENT REQUIRED BY THE STATE OF HAWAII

The following Risk Factor is hereby added to the State Cover Page of the Franchise Disclosure Document:

> 5. Financial Condition. The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

Item 5, the Franchise Agreement, and the Development Agreement are amended as follows: Based upon the Franchisor's financial condition, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement and the franchised business is open. In addition, all development fees and initial payments by area developers shall be deferred and shall be paid on a pro-rata basis upon the opening of each franchised business.

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, 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.

FRANCHISEE:

______________________________(SEAL)

______________________________(SEAL)

[OR]

____
Corporate Name, Partnership
or Limited Liability Company

By:___________________________________

FRANCHISOR:

THE NOW FRANCHISE, LLC

By:____________________________________
Title:__________________________________

OWNERS (SHAREHOLDERS/PARTNERS/ MEMBERS):

_______________________________(SEAL)

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF ILLINOIS

Illinois law governs the Franchise Agreement(s).

Item 5 of the Franchise Disclosure Document is hereby amended to include the following language:

> The Illinois Office of the Attorney General has required us to obtain a surety bond because of our financial condition. We have obtained a surety bond in the sum of $135,000, and that bond is on file with the Illinois Office of the Attorney General. If we fail to strictly comply with all applicable provisions of, and all orders, rules, and regulations issued pursuant to, the Illinois Franchise Disclosure Act, we may become liable for the payment of the bond sum to the State of Illinois for the use and benefit of any person(s) that have a claim under the conditions of the bond obligation.

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

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

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

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 behalf of the 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.

ADDENDUM REQUIRED BY THE STATE OF INDIANA

Neither The Now Franchise, LLC, its affiliates, nor any person identified in Item 2 has any material arbitration proceeding pending, or has during the ten (10) year period immediately preceding the date of this Disclosure Document been a party to concluded material arbitration proceedings.

The Franchise Agreement and Development Agreement contain a covenant not to compete which extends beyond the termination of the franchise. These provisions may not be enforceable under Indiana law.

Indiana law makes unilateral termination of a franchise unlawful unless there is a material violation of the Franchise Agreement and/or Development Agreement and the termination is not done in bad faith.

Indiana law prohibits a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Law.

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 in connection with the franchise.

ADDENDUM TO THE NOW FRANCHISE, LLC FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MARYLAND

For franchises and franchisee/developers subject to the Maryland Franchise Registration and Disclosure Law, the following information replaces, supplements and/or otherwise amends, as the case may be, the corresponding disclosures in the main body of the text of The Now Franchise, LLC Franchise Disclosure Document:

Item 5

The Maryland Securities Commissioner has required us to obtain a surety bond because of our financial condition. We have obtained a surety bond in the sum of $277,500, and that bond is on file with the Maryland Securities Division. If we fail to strictly comply with all applicable provisions of, and all orders, rules, and regulations issued pursuant to, the Maryland Franchise Registration and Disclosure Law, we may become liable for the payment of the bond sum to the State of Maryland for the use and benefit of any person(s) that have a claim under the conditions of the bond obligation.

Item 17.

The general release required as a condition to renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

With respect to this Item's discussion of our right to terminate you upon your bankruptcy, this provision in the Franchise Agreement may not be enforceable under federal bankruptcy law (11 U.S.C. §101 et. seq.).

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of a franchise.

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, 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. Any questionnaire and specific Acknowledgments shall not apply to prospective franchisees who are Maryland residents or who seek to purchase a franchise located in Maryland.

ADDENDUM REQUIRED BY THE STATE OF MICHIGAN

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

(A) A PROHIBITION OF THE RIGHT OF A FRANCHISEE TO JOIN AN ASSOCIATION OF FRANCHISEES.

(B) A REQUIREMENT THAT A FRANCHISEE ASSENT TO A RELEASE, ASSIGNMENT, NOVATION, WAIVER, OR ESTOPPEL WHICH DEPRIVES A FRANCHISEE OF RIGHTS AND PROTECTIONS PROVIDED IN THIS ACT. THIS SHALL NOT PRECLUDE A FRANCHISEE, AFTER ENTERING INTO A FRANCHISE AGREEMENT, FROM SETTLING ANY AND ALL CLAIMS.

(C) A PROVISION THAT PERMITS A FRANCHISOR TO TERMINATE A FRANCHISE PRIOR TO THE EXPIRATION OF ITS 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 EACH 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, MATERIALS, FIXTURES, AND FURNISHINGS. PERSONALIZED MATERIALS WHICH HAVE NO VALUE TO THE FRANCHISOR AND INVENTORY, SUPPLIES, MATERIALS, 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 NOTICE OF FRANCHISOR'S INTENT NOT TO RENEW THE FRANCHISE.

(E) A PROVISION THAT PERMITS THE FRANCHISOR TO REFUSE TO RENEW A FRANCHISE ON TERMS GENERALLY AVAILABLE TO OTHER FRANCHISEES OF THE SAME CLASS OR TYPE UNDER SIMILAR CIRCUMSTANCES. THIS SECTION DOES NOT REQUIRE A RENEWAL PROVISION.

(F) A PROVISION REQUIRING THAT ARBITRATION OR LITIGATION BE CONDUCTED OUTSIDE THIS STATE. THIS SHALL NOT PRECLUDE THE FRANCHISEE FROM ENTERING INTO AN AGREEMENT, AT THE TIME OF ARBITRATION, TO CONDUCT ARBITRATION AT A LOCATION OUTSIDE THIS STATE.

(G) A PROVISION WHICH PERMITS A FRANCHISOR TO REFUSE TO PERMIT A TRANSFER OF OWNERSHIP OF A FRANCHISE, EXCEPT FOR GOOD CAUSE. THIS SUBDIVISION DOES NOT PREVENT A FRANCHISOR FROM EXERCISING A RIGHT OF FIRST REFUSAL TO PURCHASE THE FRANCHISE. GOOD CAUSE SHALL INCLUDE, BUT IS NOT LIMITED TO:

(i) THE FAILURE OF THE PROPOSED TRANSFEREE TO MEET THE FRANCHISOR'S THEN CURRENT REASONABLE QUALIFICATION OR STANDARDS.

(ii) THE FACT THAT THE PROPOSED TRANSFEREE IS A COMPETITOR OF THE FRANCHISOR OR SUBFRANCHISOR.

(iii) THE UNWILLINGNESS OF THE PROPOSED TRANSFEREE TO AGREE IN WRITING TO COMPLY WITH ALL LAWFUL OBLIGATIONS.

(iv) THE FAILURE OF THE FRANCHISEE OR PROPOSED TRANSFEREE TO PAY ANY SUMS OWING TO THE FRANCHISOR OR TO CURE ANY DEFAULT IN THE FRANCHISE AGREEMENT EXISTING AT THE TIME OF THE PROPOSED TRANSFER.

(H) A PROVISION THAT REQUIRES THE FRANCHISEE TO RESELL TO THE FRANCHISOR ITEMS THAT ARE NOT UNIQUELY IDENTIFIED WITH THE FRANCHISOR. THIS SUBDIVISION DOES NOT PROHIBIT A PROVISION THAT GRANTS TO A FRANCHISOR A RIGHT OF FIRST REFUSAL TO PURCHASE THE ASSETS OF A FRANCHISE ON THE SAME TERMS AND CONDITIONS AS A BONA FIDE THIRD PARTY WILLING AND ABLE TO PURCHASE THOSE ASSETS, NOR DOES THIS SUBDIVISION PROHIBIT A PROVISION THAT GRANTS THE FRANCHISOR THE RIGHT TO ACQUIRE THE ASSETS OF A FRANCHISE FOR THE MARKET OR APPRAISED VALUE OF SUCH ASSETS IF THE FRANCHISEE HAS BREACHED THE LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND HAS FAILED TO CURE THE BREACH IN THE MANNER PROVIDED IN SUBDIVISION (C).

(I) A PROVISION WHICH PERMITS THE FRANCHISOR TO DIRECTLY OR INDIRECTLY CONVEY, ASSIGN, OR OTHERWISE TRANSFER ITS OBLIGATIONS TO FULFILL CONTRACTUAL OBLIGATIONS TO THE FRANCHISEE UNLESS PROVISION HAS BEEN MADE FOR PROVIDING THE REQUIRED CONTRACTUAL SERVICES.

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 IN CONNECTION WITH THE FRANCHISE.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO THE DEPARTMENT OF THE ATTORNEY GENERAL'S OFFICE, CONSUMER PROTECTION DIVISION, ATTN. FRANCHISE SECTION, 670 LAW BUILDING, 525 W. OTTAWA STREET, LANSING, MICHIGAN 48913, 517-373-7567.

ADDENDUM REQUIRED BY THE STATE OF MINNESOTA

Under the Item 6 of this Disclosure Document, the amount of the Dishonored Check Charge is hereby deleted and replaced with "$30" pursuant to Minnesota Statute 604.113.

In an Addendum to the Franchise Agreement, we agree to indemnify you against losses and liabilities for which you are held liable in any proceeding arising out of your use of the mark "THE NOW" or any other trademark, service mark or logotype that you are authorized by us to use with the Now Massage franchise. This indemnification is contingent upon you using the marks or logotypes in accordance with the provisions of the Franchise Agreement. You are not granted any trademark rights under the Development Agreement.

We will comply with Minnesota Statute Section 80C.14 subdivisions 3, 4 and 5 which require, except in certain specific cases, that you be given ninety (90) days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement and/or Development Agreement.

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

Minn. Rule Part 2869.4400(d) prohibits us from requiring that you assent to a general release as set forth in Item 17 of this Disclosure Document.

Nothing in the Disclosure Document, Franchise Agreement or Development Agreement shall effect your rights under Minnesota Statute Section 80C.17, Subd. 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 in connection with the franchise.

ADDENDUM REQUIRED BY THE STATE OF NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

> INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NYS DEPARTMENT OF LAW, INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21st FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), titled "Termination by franchisee":

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the "Summary" section of Item 17(j), titled "Assignment of contract by franchisor":

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum", and Item 17(w), titled "Choice of law":

The preceding 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.

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 in connection with the franchise.

ADDENDUM REQUIRED BY THE STATE OF RHODE ISLAND

Even though our Franchise Agreement and Development Agreement provide that the laws of California apply, the Rhode Island Franchise Investment Law may supersede these agreements because the Rhode Island Franchise Investment Law provides that "a provision in a franchise agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of laws of another state is void with respect to a claim otherwise enforceable under the Act."

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 in connection with the franchise.

ADDENDUM REQUIRED BY THE COMMONWEALTH OF VIRGINIA

Item 5 of the Disclosure Document is amended to include the following:

> The Virginia State Corporations Commission's Division of Securities and Retail Franchising ("Commission") has imposed an escrow requirement in which the initial franchise fee or other initial payments owed by franchisees to the Franchisor will be held in escrow until the Franchisor has completed its pre-opening obligations under the franchise agreement, and the Commission/Franchisor give written permission for the funds to be released to Franchisor. The depositary is EagleBank.

With respect to disclosures in Item 6 of the Disclosure Document regarding franchisee securing funds by selling securities in the franchise, be advised that any securities offered or sold by an Investor Franchisee as part of its franchise with The Now Franchise, LLC must be either registered or exempt from registration under Section 13.1-514 of the Virginia Securities Act.

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for The Now Franchise, LLC for use in the Commonwealth of Virginia shall be amended as follows:

> Additional Disclosure: The following statements are added to Item 17h:
>
> Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement or development 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.

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 in connection with the franchise.

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT, AREA DEVELOPMENT AGREEMENT, AND RELATED AGREEMENTS

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 includingthe 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 terminationand 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 arbitrationor mediation, or as determined by the arbitrator or mediator at the time of 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 orin connection with the sale of franchises, or a violation of the Washington Franchise Investment ProtectionAct, 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 independentcounsel. 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 annual earnings from the party seeking enforcement, when annualized, exceed $100,000 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.

Based upon the franchisor's financial condition, the Washington Department of Financial Institutions has required a financial assurance. Therefore, we secured a surety bond in the amount of $100,000 from Hudson Insurance Company. A copy of the bond is on file at with the Washington Department of Financial Institutions.

Section 14.3.2.14 of the Franchise Agreement is hereby removed in its entirety and replaced with the following language:

Franchisor shall provide the prospective transferee with Franchisor's current form ofFranchise Disclosure Document.

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 in connection with the franchise.

The undersigned does hereby acknowledge receipt of this addendum.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Addendum on the day and year first above written.

FRANCHISEE:

_____________________________(SEAL)

_____________________________(SEAL)

[OR]

____
Corporate Name, Partnership
or Limited Liability Company

By:_________________________________

FRANCHISOR:

THE NOW FRANCHISE, LLC

By:__________________________________
Title:________________________________

OWNERS (SHAREHOLDERS/PARTNERS/
MEMBERS):

______________________________(SEAL)

STATE SPECIFIC ADDENDA
TO THE FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT

ADDENDUM REQUIRED BY THE STATE OF CALIFORNIA

California Business and Professions Code sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the franchise agreement contains a provision that in inconsistent with the law, the law will control.

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

The Franchise Agreement and Development Agreement contain a covenant not to compete which extends beyond the termination of the franchise. These provisions may not be enforceable under California law.

The Franchisor will not enforce the no-poach/non-solicitation provision disclosed in Item 17, rows q and r in California.

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 and Development Agreement require non-binding mediation. The mediation will occur in Los Angeles, California, with the prevailing party's costs and expenses to be borne by the other party. 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 Mediation Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

Section 1 of the Franchise Agreement is hereby amended by deleting subsections (A) through (B).

Section 22 of the Franchise Agreement is hereby amended by the removal of the following language:

Franchisee understands and acknowledges that Franchisor shall have the right in its sole discretion on a temporary or permanent basis, to reduce the scope of any covenant or provision of this Agreement binding upon Franchisee without Franchisee's consent,effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee agrees that it will comply forthwith with any covenant as so modified, which shall be fullyenforceable.

Notwithstanding Section 22 of the Franchise Agreement or Section 23(G) of the Development Agreement to the contrary, this Addendum shall not be merged with or into, or superseded by, the Franchise Agreement and/or Development Agreement (as applicable). In the event of any conflict between the Franchise/Development Agreement and this Addendum, this Addendum shall be controlling. Except as otherwise expressly set forth herein, no other amendments or modifications of the Franchise Agreement and Development Agreement are intended or made by the parties.

Section 23 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following language:

Franchisee acknowledges that this Agreement, the franchise disclosure document ("FDD"), and the exhibits hereto constitutes the entire Agreement of the parties. This Agreement terminates and supersedes any prior agreement between the parties concerning the same subjects.

Section 23(G) of the Development Agreement is hereby deleted in its entirety and replaced with the following language:

This Agreement, all exhibits to this Agreement and all ancillary agreements executed contemporaneously with this Agreement constitute the entire agreement between the parties with reference to the subject matter of this Agreement and supersede any and all prior negotiations, undertakings, representations, and agreements. Nothing in this Agreement or in any related agreement, however, is intended to disclaim the representations Franchisor made in the FDD that Franchisor furnished to Developer.

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

Section 24 of the Development Agreement is hereby deleted in its entirety.

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.

[Signatures to appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Addendum on the day and year first above written.

FRANCHISEE:

_____________________________(SEAL)

_____________________________(SEAL)

[OR]

____
Corporate Name, Partnership
or Limited Liability Company

By:_________________________________

FRANCHISOR:

THE NOW FRANCHISE, LLC

By:__________________________________
Title:________________________________

OWNERS (SHAREHOLDERS/PARTNERS/
MEMBERS):

______________________________(SEAL)

ADDENDUM TO THE FRANCHISE AGREEMENT REQUIRED
BY THE STATE OF ILLINOIS

Illinois law governs the Franchise Agreement(s).

Section 4(A) of the Franchise Agreement is hereby amended to include the following language:

> The Illinois Office of the Attorney General has required us to obtain a surety bond because of our financial condition. We have obtained a surety bond in the sum of $135,000, and that bond is on file with the Illinois Office of the Attorney General. If we fail to strictly comply with all applicable provisions of, and all orders, rules, and regulations issued pursuant to, the Illinois Franchise Disclosure Act, we may become liable for the payment of the bond sum to the State of Illinois forthe use and benefit of any person(s) that have a claim under the conditions of the bond obligation.

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

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

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

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 behalf of the 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.

[signature lines on the following page]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Addendum on the day and year first above written.

FRANCHISEE:

______________________________(SEAL)

______________________________(SEAL)

[OR]

____
Corporate Name, Partnership
or Limited Liability Company

By:___________________________________

FRANCHISOR:

THE NOW FRANCHISE, LLC

By:____________________________________
Title:__________________________________

OWNERS (SHAREHOLDERS/PARTNERS/
MEMBERS):

_______________________________(SEAL)

ADDENDUM TO THE AREA DEVELOPMENT AGREEMENT REQUIRED BY THE STATE OF ILLINOIS

Illinois law governs the Franchise Agreement(s).

Item 5 of the Franchise Disclosure Document is hereby amended to include the following language:

> The Illinois Office of the Attorney General has required us to obtain a surety bond because of our financial condition. We have obtained a surety bond in the sum of $135,000, and that bond is on file with the Illinois Office of the Attorney General. If we fail to strictly comply with all applicable provisions of, and all orders, rules, and regulations issued pursuant to, the Illinois Franchise Disclosure Act, we may become liable for the payment of the bond sum to the State of Illinois for the use and benefit of any person(s) that have a claim under the conditions of the bond obligation.

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

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

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

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 behalf of the 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.

[signature lines on the following page]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Addendum on the day and year first above written.

DEVELOPER:

______________________________(SEAL)

______________________________(SEAL)

[OR]

____
Corporate Name, Partnership
or Limited Liability Company

By:__________________________________

FRANCHISOR:

THE NOW FRANCHISE, LLC

By:__________________________________
Title:________________________________

OWNERS (SHAREHOLDERS/PARTNERS/
MEMBERS):

______________________________(SEAL)

ADDENDUM REQUIRED BY THE STATE OF INDIANA

Section 21(D) of the Franchise Agreement, as well as Section 22(D) of the Development Agreement, are hereby modified to provide that: (i) the acts described in these Sections may cause Franchisor irreparable harm; and (ii) Franchisor is entitled to seek (rather than obtain) restraining orders or injunctive relief in accordance with the terms of these Sections without the necessity of posting a bond.

Section 13(E)(3) of the Franchise Agreement, as well as Section 16(C)(3) of the Development Agreement, are hereby deleted in their entirety.

Section 15 of the Franchise Agreement, as well as Section 14 of the Development Agreement, are hereby modified by adding the following subsection after the last subsection thereof:

> Indiana Law. The conditions under which this Agreement can be terminated may be affected by Indiana law [IC Stat. Sec. 23-2-2.5 and 23-2-2.7] which provides Franchisee with certain termination rights.

Section 21(C) of the Franchise Agreement and Section 22(B) of the Development Agreement are hereby modified such that Franchisor agrees to select as the place for mediation a location within the State of Indiana and the laws of the State of Indiana shall apply to the mediation proceedings.

Section 21(I) of the Franchise Agreement, as well as Section 22(H) of the Development Agreement, are hereby modified by deleting everything in the first sentence thereof after the words "brought before the expiration of" and before "and that any action not brought…," and replacing the deleted portion with "two (2) years after the violation of IC Stat. 23-2 and, with respect to other claims, three (3) years after discovery by the Franchisee of the facts constituting the violation."

Any covenant not to compete in the Franchise Agreement or Development Agreement which extends beyond the termination of such agreement(s) (whichever are applicable) may not be enforceable under Indiana law.

Notwithstanding anything to the contrary in Section 21(A) of the Franchise Agreement and/or Development Agreement, the laws of the State of Indiana shall govern the construction and enforcement of these agreements.

Section 21(E) of the Franchise Agreement, as well as Section 22(C) of the Development Agreement, are hereby modified by adding the following text as the last sentence thereof:

> This provision shall not in any way abrogate or reduce any rights of Franchisee as provided for under Indiana law including, but not limited to, the right to submit matters to the jurisdiction of the courts of Indiana.

Notwithstanding Section 22 of the Franchise Agreement or Section 23(G) of the Development Agreement to the contrary, this Addendum shall not be merged with or into, or superseded by, the Franchise Agreement and/or Development Agreement (as applicable). In the event of any conflict between the Franchise/Development Agreement and this Addendum, this Addendum shall be controlling. Except as otherwise expressly set forth herein, no other amendments or modifications of the Franchise Agreement and Development Agreement are intended or made by the parties.

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 in connection with the franchise.

FRANCHISEE:

______________________________(SEAL)

______________________________(SEAL)

[OR]

____
Corporate Name, Partnership
or Limited Liability Company

By:___________________________________

FRANCHISOR:

THE NOW FRANCHISE, LLC

By:____________________________________
Title:__________________________________

OWNERS (SHAREHOLDERS/PARTNERS/
MEMBERS):

_______________________________(SEAL)

AMENDMENT TO THE FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT
REQUIRED BYTHE STATE OF MARYLAND

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached The Now Franchise, LLC Franchise Agreement and Development Agreement agree as follows:

1. Sections 15(A)(2) of the Franchise Agreement and Section 14(A)(1) of the Development Agreement are hereby supplemented and amended as follows:

The termination of this Agreement for this reason may not be enforceable under federal bankruptcy law (11 U.S.C. §101 et. seq.).

2. Sections 3(B)(6) and 13(E)(3) of the Franchise Agreement and Section 16(C)(3) of the Development Agreement are hereby supplemented and amended as follows:

The general release required as a condition to renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. Section 21(E) of the Franchise Agreement and Section 22(C) of the Development Agreement are hereby supplemented and amended as follows:

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. Section 21(I) of the Franchise Agreement and Section 22(H) of the Development Agreement are hereby supplemented and amended as follows:

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

5. The Franchise Agreement and Development Agreement are hereby supplemented and amended as follows:

All representations requiring prospective franchisees to assent to a release, estoppel or wavier of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

Based upon the franchisor’s financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, we secured a surety bond in the amount of $277,500 from Harco National Insurance Company. A copy of the bond is on file at Maryland’s State authority is the Office of the Attorney General, Securities Division, 200 St. Paul Place, Baltimore, Maryland 21202. Also, a copy is attached in Exhibit I.

Notwithstanding Article 22 of the Franchise Agreement or Section 23(G) of the Development Agreement to the contrary, this Addendum shall not be merged with or into, or superseded by, the Franchise Agreement and/or Development Agreement (as applicable). In the event of any conflict between the Franchise/Development Agreement and this Addendum, this Addendum shall be controlling. Except as otherwise expressly set forth herein, no other amendments or modifications of the Franchise Agreement and Development Agreement are intended or made by the parties.

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. Any questionnaire and specific Acknowledgments shall not apply to prospective franchisees who are Maryland residents or who seek to purchase a franchise located in Maryland.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Addendum on the day and year first above written.

FRANCHISEE:

______________________________(SEAL)

______________________________(SEAL)

[OR]

____
Corporate Name, Partnership
or Limited Liability Company

By:_________________________________

FRANCHISOR:

THE NOW FRANCHISE, LLC

By:____________________________________
Title:__________________________________

OWNERS (SHAREHOLDERS/PARTNERS/
MEMBERS):

______________________________(SEAL)

BOND NO. 0732602

STATE OF MARYLAND
SECURITIES DIVISION
FRANCHISOR SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, THAT

The Now Franchise, LLC.
(Name of Franchisor)

a California Limited Liability Company
(Description or form of business organization, including State of Incorporation), with business offices at

8149 Santa Monica Blvd, #298, Los Angeles, CA 90046
(Address)

as Principal, and Harco National Insurance Company a corporation duly organized
(Name of Surety)
under the laws of the State of Illinois and authorized to do business in the State of Maryland, as Surety, are hereby held and firmly bound to the State of Maryland, in the sum of One Hundred Eighty Five Thousand and No/100** Thousand Dollars ($ 185 ,000.00). For the payment of this sum, Principal and Surety bind themselves, their representatives, successors and assigns, jointly and severally by these presents.

WHEREAS, Principal has applied for registration as a franchisor to offer and sell franchises in Maryland, as required under the Maryland Franchise Registration and Disclosure Law, Title 14, Subtitle 2, Business Regulation Article, Annotated Code of Maryland, (2010 Repl. Vol.) (the Maryland Franchise Law); and

WHEREAS, Principal executes this surety bond under §14-217 of the Maryland Franchise Law, as a condition of its registration to offer and sell franchises in Maryland;

NOW, THEREFORE, the Principal agrees as follows:

1. Principal shall obey all applicable rules, regulations and statutes of the State of Maryland, now or hereafter existing and all other applicable laws now or hereafter existing, affecting or relating to the offer or sale of franchises and area franchises.

2. Principal shall in all respects be bound to any and all applicable requirements and provisions required to be in this bond by existing and future statutes, rules and regulations of the State of Maryland, and laws, the same as though such requirements and provisions were fully set forth in this bond, and by reference such requirements and provisions are made a part hereof.

3. Principal shall in all respects be bound to perform and fulfill, up to and until the time at which a franchisee's or subfranchisor's business is fully operational, all undertakings, covenants, terms, conditions and agreements of any contract, or of any modification to a contract duly authorized by the parties to the contract, that the Principal makes with these franchisees, or subfranchisors.

4. This bond is for the benefit of the State of Maryland and all persons purchasing franchises and area franchises from Principal.

5. This bond shall become effective at 12:00:01 (time of day) on March 9, 2020 (date)
It may be cancelled by Surety and Surety relieved of liability with respect to a franchise agreement entered into by Principal after the effective date of cancellation. Cancellation is effective 90 days after the Maryland Securities Commissioner and Principal receive written notice from Surety of cancellation. Notwithstanding any such cancellation, coverage under this bond remains effective with respect to any franchise agreements entered into by Principal prior to the effective date of cancellation.

Harco National Insurance Company	The Now Franchise, LLC.
(Name of Surety)	(Name of Franchisor)
By:	By :
(Signature of Attorney in Fact) Kenneth D. Thomas	(Signature of Officer, Partner, or Sole Proprietor)

****

Approved as to form:

Assistant Attorney General	Date

INSTRUCTIONS:

1. This side is to be completed by a notary public for both the Principal and the Surety.
2. Please attach the Power of Attorney and Certified Copy of the Corporate Resolution for the Surety listed herein.

STATE OF ______________________)
) ss. **ACKNOWLEDGMENT OF PRINCIPAL**
COUNTY OF ______________________)

(INDIVIDUAL PROPRIETORSHIP)

The foregoing instrument was acknowledged before me this _____day of ________, ____

by ____
(Name of Person Acknowledged)

(CORPORATION)

The foregoing instrument was acknowledged before me this _____ day of ________, _____

by ____, President of
(Name of Corporation President)

___________________________________, a ___________________________________
(Name of Corporation) (State of Incorporation)
corporation, on behalf of the corporation.

(PARTNERSHIP)

The foregoing instrument was acknowledged before me this _____day of _________, _____

by ____, a partner on behalf of
(Name of Acknowledging Partner)

____, a partnership.
(Name of Partnership)

____
Notary Public

NOTARY SEAL Cty: ____________________ Comm. Exp: ______________________

STATE OF CALIFORNIA)
)ss. **ACKNOWLEDGMENT OF SURETY**
COUNTY OF SAN DIEGO)

The foregoing instrument was acknowledged before me this 11 day of MARCH, 2020

by INDERJEET SINGH, NOTARY PUBLIC
(Name and Title of Officer or Agent)
of KENNETH D. THOMAS (MARCO NATIONAL INSURANCE Co.),
(Name of Corporation Acknowledging)
a IL corporation, on behalf of the corporation.
(State of Incorporation)

____
Notary Public

INDERJEET SINGH
COMM. #2240757
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
My Comm. Expires APRIL 30, 2022

NOTARY SEAL Cty: Escondido Comm. Exp: APR 30, 2022

POWER OF ATTORNEY

Bond # 0732602

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

KENNETH D. THOMAS

San Diego, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018

INTERNATIONAL FIDELITY INSURANCE CORPORATE SEAL 1904 NEW JERSEY COMPANY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2018 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY My Comm. Exp. 04-04-2023 NOTARY PUBLIC No. 50079910 NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, March 09, 2020

A00516

Irene Martins, Assistant Secretary

ADDENDUM REQUIRED BY THE STATE OF MINNESOTA

The Sections of the Franchise Agreement and Development regarding your obligation to execute a general release upon assignment or renewal are deleted in their entirety in accordance with Minnesota Rule Part 2860.4400(D).

In Section 4(F) of Franchise Agreement, the charge for a check that is dishonored, fails to process or is returned is hereby deleted and replaced with "$30" pursuant to Minnesota Statute 604.113.

Section 7(N) of the Franchise Agreement is hereby deleted in its entirety and replaced with the following language:

> Franchisor agrees to indemnify Franchisee from and against any losses, liabilities and damages for which Franchisee is held liable by a court of competent jurisdiction in any proceeding arising solely out of Franchisee's use of the mark "THE NOW" and all other trademarks, service marks and associated marks and symbols utilized by Franchisee pursuant to this Agreement, provided such use is in accordance with and pursuant to the provisions of this Agreement. The foregoing indemnification is conditioned upon the following: Franchisee must (i) provide written notice to Franchisor of any claims subject to indemnification hereunder within twenty (20) days of Franchisee's receipt of any written information pertaining to such claims, (ii) tender the defense of the claims to Franchisor if Franchisor so desires, and (iii) permit Franchisor to have sole control of the defense and settlement of any such claim.

Section 15 of the Franchise Agreement, as well as Section 14 of the Development Agreement, are hereby modified to add the following subsection after the last subsection therein:

> Minnesota Law. The conditions under which this Agreement can be terminated or not renewed may be affected by Minnesota law which provides Franchisee with certain termination and non-renewal rights. Minnesota Statute Section 80C.14, subdivisions 3, 4 and 5 require, except in certain specified cases, that the Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement.

Section 21(D) of the Franchise Agreement, as well as Section 22(D) of the Development Agreement, are hereby modified by adding the word "seek to" in the first sentence thereof after the word "to" and before the word "obtain."

Section 21(K) of the Franchise Agreement, as well as Section 22(J) of the Development Agreement, are hereby modified by adding the following text as the last sentence thereof:

> Minn. Stat. Sec. 80C.21 and Minnesota Rule Part 2860.4400J, prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of your rights provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

Section 21(I) of the Franchise Agreement and Section 22(H) of the Development Agreement, are hereby modified by replacing all references of "one year" time limit to "three (3) years" time limit to institute claims.

Nothing in the Franchise Agreement or Development Agreement is intended to abrogate or reduce any rights of the Franchisee as provided in for Minnesota Statutes, Chapter 80C.

Notwithstanding Section 22 of the Franchise Agreement or Section 23(G) of the Development Agreement to the contrary, this Addendum shall not be merged with or into, or superseded by, the Franchise Agreement and/or Development Agreement (as applicable). In the event of any conflict between the Franchise/Development Agreement and this Addendum, this Addendum shall be controlling. Except as otherwise expressly set forth herein, no other amendments or modifications of the Franchise Agreement and Development Agreement are intended or made by the parties.

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 in connection with the franchise.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Addendum on the day and year first above written.

FRANCHISEE:	FRANCHISOR:
	THE NOW FRANCHISE, LLC
______________________________(SEAL)	
______________________________(SEAL)	By:____________________________________
	Title:__________________________________
[OR]	
	OWNERS (SHAREHOLDERS/PARTNERS/ MEMBERS):
____________________________________ Corporate Name, Partnership or Limited Liability Company	
	______________________________(SEAL)
By:__________________________________	

ADDENDUM REQUIRED BY THE STATE OF NEW YORK

Notwithstanding any provision of the Franchise Agreement, all rights enjoyed by Franchisee and any causes of action arising in its 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 the General Business Law of the State of New York Sections 687.4 and 687.5 be satisfied.

Section 11(C) of the Franchise Agreement, as well as Section 12(C) of the Development Agreement, are hereby modified by adding the following sentence after the last sentence/subsection thereof: "However, the Franchisee shall not be required to indemnify for any claims arising out of a breach of the Agreement or other civil wrong of the Franchisor."

No new or different requirements imposed on Franchisee as a result of any changes made by Franchisor to its Manual pursuant to the terms of the Franchise Agreement or Development Agreement, and these changes will not otherwise place an unreasonable economic burden on Franchisee.

Notwithstanding any provision of the Franchise Agreement or Development Agreement to the contrary, Franchisor will not transfer and assign its rights and obligations under the Franchise Agreement unless the transferee will be able to perform the Franchisor's obligations under the Franchise Agreement, in Franchisor's good faith judgment, so long as it remains subject to Article 33 of the General Business Law of the State of New York.

Section 21(D) of the Franchise Agreement, as well as Section 22(D) of the Development Agreement, are hereby modified by adding the word "apply to" in the first sentence thereof after the word "to" and before the word "obtain."

Notwithstanding Sections 21(A) or 21(E) of the Franchise Agreement, or Sections 21(A) or 22(C) of the Development Agreement, these choice of law and venue provisions should not be construed as a waiver of any right conferred upon Franchisee by the provisions of Article 33 of the General Business Law of the State of New York.

Notwithstanding Section 22 of the Franchise Agreement or Section 23(G) of the Development Agreement to the contrary, this Addendum shall not be merged with or into, or superseded by, the Franchise Agreement and/or Development Agreement (as applicable). In the event of any conflict between the Franchise/Development Agreement and this Addendum, this Addendum shall be controlling. Except as otherwise expressly set forth herein, no other amendments or modifications of the Franchise Agreement and Development Agreement are intended or made by the parties.

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 in connection with the franchise.

[signature lines on the following page]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Addendum on the day and year first above written.

FRANCHISEE:

______________________________(SEAL)

______________________________(SEAL)

[OR]

____
Corporate Name, Partnership
or Limited Liability Company

By:__________________________________

FRANCHISOR:

THE NOW FRANCHISE, LLC

By:____________________________________
Title:_________________________________

OWNERS (SHAREHOLDERS/PARTNERS/ MEMBERS):

_______________________________(SEAL)

ADDENDUM REQUIRED BY THE STATE OF RHODE ISLAND

Notwithstanding Section 21(E) of the Franchise Agreement or Section 22(C) of the Development Agreement, Section 19-28.1-14 of the Rhode Island Franchise Investment Act (the "Act") provides that a provision in these agreements restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Act.

Notwithstanding Section 22 of the Franchise Agreement or Section 23(G) of the Development Agreement to the contrary, this Addendum shall not be merged with or into, or superseded by, the Franchise Agreement and/or Development Agreement (as applicable). In the event of any conflict between the Franchise/Development Agreement and this Addendum, this Addendum shall be controlling. Except as otherwise expressly set forth herein, no other amendments or modifications of the Franchise Agreement and Development Agreement are intended or made by the parties.

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 in connection with the franchise.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Addendum on the day and year first above written.

FRANCHISEE:

____________________________(SEAL)

____________________________(SEAL)

[OR]

____

Corporate Name, Partnership
or Limited Liability Company

By:______________________________

FRANCHISOR:

THE NOW FRANCHISE, LLC

By:______________________________
Title:____________________________

OWNERS (SHAREHOLDERS/PARTNERS/
MEMBERS):

____________________________(SEAL)

ADDENDUM REQUIRED BY THE STATE OF WISCONSIN

Section 15 of the Franchise Agreement, as well as Section 14 of the Development Agreement, are hereby modified to add the following subsection after the last subsection therein:

> Wisconsin Law. The conditions under which this Agreement can be terminated or not renewed may be affected by Wisconsin law, Chapter 135, Wisc. Stats., the Wisconsin Fair Dealership Law.

Section 21(A) of the Franchise Agreement, as well as Section 21(A) of the Development Agreement, are hereby modified by adding the following language after the last sentence thereof:

> "The Wisconsin Fair Dealership Law supersedes any provision of this Agreement which is inconsistent with that law."

Notwithstanding Section 22 of the Franchise Agreement or Section 23(G) of the Development Agreement to the contrary, this Addendum shall not be merged with or into, or superseded by, the Franchise Agreement and/or Development Agreement (as applicable). In the event of any conflict between the Franchise/Development Agreement and this Addendum, this Addendum shall be controlling. Except as otherwise expressly set forth herein, no other amendments or modifications of the Franchise Agreement and Development Agreement are intended or made by the parties.

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 in connection with the franchise.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Addendum on the day and year first above written.

FRANCHISEE:

______________________________(SEAL)

______________________________(SEAL)

[OR]

____
Corporate Name, Partnership
or Limited Liability Company

By:______________________________

FRANCHISOR:

THE NOW FRANCHISE, LLC

By:______________________________
Title:______________________________

OWNERS (SHAREHOLDERS/PARTNERS/MEMBERS):

______________________________(SEAL)

EXHIBIT J TO FRANCHISE DISCLOSURE DOCUMENT

PROMISSORY NOTE

PROMISSORY NOTE

$___________________ Los Angeles, California ________________ , 202__

FOR VALUE RECEIVED, the receipt and adequacy of which is hereby acknowledged, **[NAME OF COMPANY OR INDIVIDUAL]**, a [State of Incorporation, or individual] (the "**Borrower**"), with Borrower's principal address at ____, hereby unconditionally promises to pay to the order of **PARK WEST FINANCIAL, INC.**, a Delaware corporation ("**Lende**r," and together with any of its successors and assigns who become holders of this Note, referred to herein as "**Holder**"), at 8149 Santa Monica Blvd. #298, Los Angeles, California 90046, the principal sum of up to [__________] and No/100 Dollars ($[_________]) (the "**Loan**"), or so much of such amount as may be disbursed pursuant to this Note, in lawful money of the United States of America, together with interest on the amounts outstanding under this Note from time to time to be computed from the date hereof through the date paid in full at a rate per annum equal to the Interest Rate (as defined herein) in accordance with the terms of this Promissory Note (as amended, modified, revised, or supplemented, from time to time, this "**Note**"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in that certain Commercial Security Agreement effective of even date herewith by Borrower in favor of Holder (the "**Security Agreement**"). The Security Agreement encumbers the collateral as more specifically set forth therein (the "**Collateral**").

1. **INTEREST**. The term "**Prime Rate**", as used herein shall mean for any day a per annum rate of interest equals to the "prime rate," as published in the "Money Rates" column of The Wall Street Journal, from time to time, or if for any reason such rate is no longer available, the rate reasonably established by Lender as its prime rate. The Prime Rate shall change effective as of the date of any change as published in The Wall Street Journal, or as established by Lender, as appropriate. The Prime Rate is a reference rate and does not necessarily represent the lowest or best rate actually charged to any customer of Lender. The term "**Interest Rate**", as used herein shall mean an interest rate equal to a variable rate of Prime Rate plus [two and one-half percent (2.5%) per annum], with a floor of [nine percent (9%)]. Interest shall accrue on the principal amount outstanding hereunder from time to time and interest for any period shall be calculated on the basis of a 360-day year and the daily amount so determined shall be multiplied by the actual number of days for which interest is being paid.

2. **MATURITY DATE**. Unless prepaid in accordance with Section 5.4 below, or accelerated pursuant to the terms of this Note or the other Loan Documents, the unpaid principal amount of the Loan, together with all accrued and unpaid interest thereon and other amounts payable under the Loan Documents shall be due and payable on the date which is sixty (60) months following the Initial Funding Date (the "**Maturity Date**").

3. **PAYMENT TERMS**.

3.1. Payments. Borrower agrees to pay sums under this Note as follows:

(a) On the date on which Borrower receives the Initial Disbursement ("**Initial Funding Date**"), out of the Loan proceeds, Borrower shall pay to Holder an amount equal to interest only on the Initial Disbursement (as defined herein) of the Loan at the Interest Rate for the period from the Initial Funding Date through the last day of such calendar month ("**Initial Interest Payment**").

(b) Commencing on the first day of the first full calendar month following the Initial Funding Date, and on the first day of each calendar month thereafter through the Maturity Date, Borrower shall pay to Holder any interest accrued on the outstanding principal balance of this Loan at the Interest Rate ("**Interest Payments**"); provided, that if the Maturity Date is not the last day of a calendar month, the final payment of interest on this Note shall be prorated based on the actual number of days in the calendar month. Notwithstanding anything to the contrary in this Note, the first six (6) full months of Interest Payments, including the Initial Interest Payment, shall be paid out of the Interest Reserve (as defined below).

(c) Commencing on the date which is [six (6) months] following the Initial Funding Date, and on the first day of each calendar month thereafter through the Maturity Date, in addition to the Interest Payments, Borrower shall pay to Holder principal payments in the amount of the unpaid principal amount of (i) the Initial Disbursement, divided by [one hundred twenty (120)], as amortized over the remaining term of the Loan, and (ii) each additional Disbursement (defined below), if any, divided by one hundred twenty (120), as amortized over the remaining term of the Loan.

(d) The unpaid principal amount of the Loan, together with all accrued and unpaid interest thereon and all other amounts payable under the Loan Documents are due and payable to Holder on the earlier to occur of (i) the Maturity Date, or (ii) the date on which the Indebtedness becomes immediately due and payable under this Note or the other Loan Documents.

3.2. Unbilled or Unpaid Interest. Notwithstanding the foregoing, Holder reserves the right to bill and collect from Borrower any accrued but unbilled or unpaid interest calculated pursuant to Section 1 above.

4. **FUNDING OF LOAN**.

4.1. Initial Disbursement. On the Initial Funding Date, and subject to the fulfillment of all the conditions to such disbursement in this Note, an amount equal to no less than Ten Thousand Dollars ($10,000.00) (the "**Initial Disbursement**"), as requested by Borrower pursuant to the terms and conditions of this Note, shall be funded from the Loan proceeds and disbursed to Borrower. A portion of the Initial Disbursement shall be disbursed to Holder to (a) fund an interest reserve in the amount of six (6) months of Interest Payments (the "**Interest Reserve**"), and (b) pay the Initial Interest Payment. Borrower hereby authorizes Holder to disburse to Holder on the Initial Funding Date the Holder Expenses and the Initial Interest Payment from the Loan proceeds.

4.2. Disbursements. If utilized, the remaining amount of the Loan, less the Initial Disbursement, shall be disbursed in one or more disbursements ("**Disbursements**"), to be made no more frequently than monthly, upon compliance by Borrower with the terms and conditions of this Note. All Disbursements shall be made prior to the date which is twelve (12) months following the Initial Funding Date.

4.3. Conditions to All Disbursements. Holder's obligation to make any Disbursement shall be subject at all times to satisfaction of each and every one of the following conditions precedent:

(a) Holder shall not make any Disbursement hereunder until Borrower (i) delivers to Holder evidence, in a form and content acceptable to Holder, in Holder's sole discretion, that Borrower has expended unborrowed funds in an amount of at least [_____________] ($[________]) ("**Borrower's Contribution**") for the construction of Improvements, and (ii) submits to Holder such proof of lien releases, waivers, paid invoices, paid receipts, and/or other documents or instruments as may be required by Holder, in Holder's sole discretion, as evidence of the full payment of any and all invoices for which Borrower's Contribution has been made.

(b) Receipt and approval by Holder of all documents, instruments, policies and forms of evidence or other materials which are required pursuant to this Note or any of the other Loan Documents, or the Guaranty, or as otherwise required by Holder, each in form and content acceptable to Holder, including, without limitation, a disbursement request in the form of Exhibit A attached hereto and made a part hereof, including all required attachments thereto.

(c) There shall exist no Event of Default nor any event that with the passing of time or the giving of notice could become an Event of Default under any of the Loan Documents or the Franchise Agreement, and Borrower shall be in compliance with all applicable provisions of the Loan Documents and the Franchise Agreement.

(d) The representations and warranties made by Borrower and contained in this Note and the other Loan Documents shall be true and correct in all material respects.

(e) The Security Agreement shall be a valid first priority lien upon the Collateral, and shall be prior and superior to all other liens and encumbrances thereon except those approved by Holder in writing. The Note and other Loan Documents shall be in full force and effect without any defense, counterclaim, right or claim of set-off.

(f) Borrower shall have demonstrated to the satisfaction of Holder that any undisbursed Loan funds together with all sums, if any, provided by Borrower shall be at all times equal to or greater than the amount which Holder from time to time determines necessary to: (i) pay, through completion, all costs of construction, marketing and sale of the Improvements (as defined and as further set forth in the Franchise Agreement); and (ii) enable Borrower to perform and satisfy all of the covenants of Borrower contained in the Loan Documents and the Franchise Agreement. Without limiting the foregoing, Borrower shall have deposited all amounts required to be deposited under Section 4.3(a) hereof.

(g) No lien or claim of lien, stop notice or similar claim shall have been recorded and be outstanding against the Collateral, unless removed or bonded against in accordance with the Loan Documents, including, without limitation, the Security Agreement.

4.4. Intentionally Omitted.

4.5. Additional Conditions to Final Disbursement. In addition to the conditions specified in Section 4.3 above, the following conditions shall be satisfied with respect to the final disbursement of Loan proceeds, and Holder shall not be obligated to make the final disbursement hereunder (the "**Final Disbursement**") until the following shall be satisfied:

(a) Holder has received the final certificate of occupancy or its equivalent in form and substance satisfactory to Holder, covering all of the Improvements.

(b) Holder has received evidence satisfactory to Holder of lien free completion of the Improvements or that the statutory lien filing period has expired, including, without limitation, evidence of payment of any and all costs related thereto, and evidence that no claim of lien or stop payment notice has been filed, and Holder has received conditional and/or unconditional releases satisfactory to Holder covering all costs of construction.

(c) Borrower has performed all other obligations under the Loan Documents and the Franchise Agreement with respect to the Improvements.

4.6. Affirmation of Representations and Warranties. Each request by Borrower for a Disbursement under this Note shall constitute an affirmation on the part of Borrower and each Guarantor that the representations and warranties contained in this Note, the Security Agreement and in the other Loan Documents and the Guaranty are true and correct as of the date of such request and the relevant Disbursement, and that the relevant conditions precedent set forth in this Note have been fully satisfied. All representations and warranties made herein shall survive the execution of this Note, the making of all advances hereunder and the execution and delivery of all other documents and instruments in connection with the Loan, until the Loan has been paid in full.

4.7. Intentionally Omitted.

4.8. Procedure for Requesting and Making Disbursements and Additional Conditions to Disbursements.

(a) The proceeds of the Loan, when qualified for Disbursement, shall be deposited into a designated disbursement account (the "**Disbursement Account**"), or, at Holder's discretion, otherwise disbursed to or for the benefit or account of Borrower under the terms of this Agreement. As additional security for Borrower's performance under the Loan Documents, Borrower hereby irrevocably pledges and assigns to Holder all monies at any time deposited in the Disbursement Account.

(b) Borrower hereby authorizes Holder to disburse the proceeds of the Loan made by Holder pursuant to the Loan Documents as requested by an authorized representative of Borrower to the Disbursement Account as requested in a Disbursement Request executed by Borrower in the form attached as Exhibit A hereto. Borrower agrees to be bound by any transfer request: (i) authorized or transmitted by Borrower; or, (ii) made in Borrower's name and accepted by Holder in good faith and in compliance with these transfer instructions, even if not properly authorized by Borrower.

(c) Holder shall not be liable to Borrower or any other parties for (i) errors, acts or failures to act of others, including other entities, banks, communications carriers or clearinghouses, through which Borrower's transfers may be made or information received or transmitted, and no such entity shall be deemed an agent of Holder, (ii) any loss, liability or delay caused by fires, earthquakes, wars, civil disturbances, power surges or failures, acts of government, labor disputes, failures in communications networks, legal constraints or other events beyond Holder's control, or (iii) any special, consequential, indirect or punitive damages, whether or not (A) any claim for these damages is based on tort or contract or (B) Holder or Borrower knew or should have known the likelihood of these damages in any situation. Holder makes no representations or warranties other than those expressly made in this Agreement.

(d) Holder may make Disbursements hereunder by deposit into the Disbursement Account. In no event will Holder make Disbursements (i) more frequently than monthly or in an amount less than $10,000.00, or (ii) in excess of the percentage of construction completed expressed as a percentage of the amount of the Loan hereunder. At its option, Holder may make Disbursements to cover any expenses or charges which are to be borne by Borrower, including but not limited to, the cost of any required legal fees, appraisals, inspections, certifications or surveys. At its sole option, Holder may, rather than depositing the relevant amount in the Disbursement Account, make any Disbursements by payment to Borrower or jointly to Borrower and any contractor, subcontractor, supplier, or other person performing work or furnishing materials in connection with the construction of the Improvements. All Disbursements shall be applied by Borrower solely for the purposes for which the funds have been disbursed. If the outstanding principal balance of the Loan ever exceeds the maximum Loan amount, then all such amounts shall nonetheless be evidenced by the Note, guaranteed by the Guaranty and secured by the Security Agreement; however, Borrower shall, within five (5) business days after Holder's demand or Borrower's earlier discovery of such outstanding amount in excess of the Loan amount, pay to Holder an amount equal to such excess principal amount, and accrued but unpaid interest thereon. All requests for Disbursement shall clearly identify any amounts requested for payment to a Related Person. As used in this Agreement, "**Related Person**" means each Guarantor and any insider or affiliate (or insider or affiliate of any such insider or affiliate) of Borrower, determined by assuming that: (a) Borrower or such Guarantor or other affiliate or insider was a debtor at the time of determination of Related Person status; and (b) the terms "affiliate", "insider" and "debtor" have the meanings provided for those terms by Section 101 of the federal Bankruptcy Code. Unless expressly set forth in this Note, no developer's, management, consulting or brokerage fee or commission, developer profit or other payment to any Related Person will be paid directly or indirectly from any proceeds of the Loan without Holder's prior written approval.

4.9. Withholding Disbursement. Holder may withhold all or a portion of any Disbursement under the following circumstances:

(a) Borrower does not satisfy any condition to such Disbursement, including, without limitation the absence of an Event Default or any event that with the passing of time or the giving of notice could become an Event Default under any of the Loan Documents or the Franchise Agreement.

(b) The request therefor is not accompanied by executed statutory conditional or unconditional lien waivers required under this Note for all work done, equipment leased and materials supplied through the date of the immediately preceding request for an advance.

4.10. Holder Not Liable. Nothing in this Note or any of the other Loan Documents shall make Holder responsible for paying, making or completing any Improvements, or require Holder to disburse or expend funds in excess of the amount of the Loan.

5. **APPLICATION OF PAYMENTS**.

5.1. Application of Payments. Any amounts received by Holder from Borrower at the option of Holder, shall be applied as follows:

(a) First, to any costs of collection hereunder;

(b) Then, to any unpaid costs or balances of advances made by Holder in connection with the Security Agreement and/or other Loan Documents and to any other overdue or payable amounts under this Note, the Security Agreement and/or the other Loan Documents;

(c) Then, to any amounts advanced by Holder to cure defaults in connection with the Loan;

(d) Then, to late charges and any other fees or charges due hereunder, if any;

(e) Then, to interest then due and payable hereunder; and

(f) The remainder, to the principal balance hereof.

5.2. No Reduction. Each payment required hereunder shall be paid when due, regardless of the prior acceptance by Holder of payments in excess of the amount required to be paid on a monthly basis under this Note.

5.3. Holder's Discretion Regarding Application. The designation or allocation by Borrower of any payments made under the Loan will not be binding upon Holder, which may allocate any and all such payments to interest, principal and other fees and charges due under this Note or any other Loan Documents, or to any one or more of them, in such amount, priorities and proportions as Holder may determine in its sole discretion in accordance with the terms hereof.

5.4. Prepayment of the Loan. The Loan is not prepayable prior to the Maturity Date except in accordance with this Section 5.4.

(a) At any time other than upon or after an uncured default under the other Loan Documents or an Event of Default hereunder, Borrower may prepay the Loan in full but not in part provided:

(1) Borrower gives to Holder not less than thirty (30) days and no more than forty-five (45) days irrevocable prior written notice (the "**Prepayment Notice**") specifying the date on which such prepayment is to be made (the "**Prepayment Date**"); and

(2) On the Prepayment Date, Borrower pays Holder an amount equal to the sum of (collectively, the "**Prepayment Amount**"): (i) the unpaid principal amount of the Loan, together with all accrued and unpaid interest thereon through and including the Prepayment Date; plus (ii) all other sums due and owning under this Note and the other Loan Documents.

6. **RECOURSE OBLIGATIONS; EXCULPATION.** Borrower and any guarantor of the Loan (each a "**Guarantor**," and singularly or collectively with Borrower, the "**Exculpated Parties**") shall be fully and personally liable for the payment of all of the Indebtedness and the personal performance of all obligations evidenced by or created or arising under this Note and the other Loan Documents. Any judgment or decree in any action brought to enforce the obligations of Borrower to pay such Indebtedness shall be enforceable against any or all Exculpated Parties. Any such judgment or decree shall be subject to execution, and shall be a lien, upon all of all of the assets of each of the Exculpated Parties, including without limitation, Borrower's and any Guarantor's interest in the Collateral. Holder shall be entitled to bring a foreclosure action or proceeding or other appropriate action or proceeding to enforce the Loan Documents or foreclose or realize upon and/or protect the Collateral (including, without limitation, naming the Exculpated Parties in such actions or proceedings). The term "**Recourse Obligations**" as used herein shall mean the obligations described in this Section 6. Holder shall be entitled to proceed personally against the Exculpated Parties, and each of the Exculpated Parties shall be fully and personally liable for, and shall defend, indemnify and hold Holder, its affiliates, directors, officers, partners, members, employees, successors and assigns (collectively, the "**Indemnified Parties**") harmless from and against, any and all Losses incurred, suffered or sustained, incurred or suffered by the Indemnified Parties in connection herewith.

7. **DEFAULT AND ACCELERATION**.

7.1. Events of Default. It is hereby expressly agreed that (A) the whole of the principal sum of this Note, (B) interest, default interest, late charges, fees and other sums, as provided in this Note, (C) all other monies agreed or provided to be paid by Borrower in this Note, the Security Agreement or the other Loan Documents, (D) all sums advanced pursuant to this Note, the Security Agreement and the other Loan Documents, and (E) all sums advanced and costs and expenses incurred by Holder in connection with the Loan or any part thereof, any renewal, extension, or change of or substitution for the Loan or any part thereof, whether made or incurred at the request of Borrower or Holder (the sums referred to in (A) through (E) above shall collectively be referred to as the "**Indebtedness**") shall, **WITHOUT NOTICE**, become immediately due and payable at the option of Holder upon the happening of any of the following events (each, an "**Event of Default**"):

(a) Borrower fails to pay any amount due to Holder under this Note, the Security Agreement or any other Loan Document within ten (10) days after the due date, or if no due date is provided for, within 10 days after written demand therefor is made;

(b) Borrower fails to keep, observe or perform any other promise, condition or agreement contained in this Note, the Security Agreement, or any other Loan Document or is otherwise in breach of the representations, warranties, terms, covenants and conditions of this Note, the Security Agreement or any other Loan Document, and such failure or breach is not remedied within 15 days after notice to Borrower thereof (or such longer period not to exceed 30 days if such failure or default is not capable of being cured or remedied within fifteen (15) days);

(c) There is a material misstatement in any certificate and/or certification delivered in connection with any Loan Document, or any representation, disclosure, warranty, statement, financial information, application and/or other instrument, record, documentation or paper made or furnished by or on behalf of Borrower in connection with this Note shall be materially misleading, untrue or incorrect;

(d) The filing of any action taken by or against Borrower or any Guarantor under any provision or chapter of the Bankruptcy Code or under any federal or state bankruptcy or receive laws; the making by Borrower or any Guarantor of any general assignment for the benefit of creditors; the appointment of a trustee, liquidator or receiver to take possession of all or any portion of Borrower's or any Guarantor's assets; or the attachment, execution, or other judicial seizure of all or any portion of Borrower's or any Guarantor's assets, in which event only if the same is not discharged, stayed or dismissed within forty-five (45) days;

(e) A final monetary judgment that is not discharged within forty-five (45) days from entry is rendered against Borrower which would materially adversely affect its ability to make payments under this Note;

(f) Borrower shall have concealed, removed and/or permitted to be concealed or removed any substantial part of the Collateral;

(g) A lien is recorded or filed against the Collateral that is prior to the lien of the Security Agreement or Borrower defaults under any agreement that encumbers the Collateral;

(h) Any of the events described in Sections 7.1(e) through 7.1(g) above shall occur with respect to any Guarantor, and such event or occurrence is not remedied or cured within thirty (30) days after notice thereof;

(i) Any Guarantor defaults under or attempts to withdraw, invalidate, void, cancel or disclaim liability under any pledge, indemnity or guaranty given to Holder, and such event or occurrence is not remedied or cured within ten (10) days after notice thereof;

(j) Borrower or any Guarantor defaults under any other note, instrument, agreement, indemnity, guaranty, contract, pledge, mortgage or encumbrance related to any other indebtedness of Borrower to Holder, and such event or occurrence is not remedied or cured within twenty (20) days after notice thereof;

(k) The death or incompetence of a Guarantor that is an individual, or any Guarantor that is an entity shall terminate its existence or be dissolved;

(l) The direct or indirect transfer or assignment of the ownership, beneficial, managing or controlling interests in Borrower (whether by operation of law, merger, change of control or otherwise, whether in one or more than one transaction), resulting in a direct or indirect transfer or assignment of more than twenty-five percent (25%) of such interests; or

(m) An Event of Default by Borrower under the Franchise Agreement.

7.2. <u>No Prejudice</u>. Holder's acceptance of any payments from Borrower after the occurrence of an Event of Default shall not prejudice the rights and remedies of Holder provided in any of the Loan Documents.

7.3. <u>Remedies</u>. Upon the occurrence of an Event of Default and acceleration of the amounts owing under this Note, Holder shall have all remedies provided in the Loan Documents, including, without limitation the Security Agreement, or existing at law or in equity to enforce the Loan Documents and/or foreclose on any security for the Loan.

8. **<u>DEFAULT INTEREST/LATE CHARGES</u>**.

8.1. <u>Default Rate</u>. Upon the occurrence of, and at all times during the continuance of, an Event of Default under this Note, the Security Agreement, or any other Loan Document, then any obligation of Holder to make any Disbursements hereunder will immediately terminate and the entire unpaid principal balance of this Note shall, without requirement of any further notice or any other action of Holder, automatically bear an annual interest rate (instead of the Interest Rate specified in Section 1 above) equal to the lesser of (a) twenty-four percent (24%) (the "**Default Rate**"), or (b) the maximum rate permitted by law. Interest calculated at the Default Rate shall be added to the Indebtedness, and shall be deemed secured by the Security Agreement and the other Loan Documents. Nothing herein is intended to or shall extend the due date of the payment of the Indebtedness, nor as a waiver of any other right or remedy accruing to Holder by reason of the occurrence of any Event of Default.

8.2. Late Fee. If any payment (or part thereof) provided for herein shall be made after 10 days from the date due, a late charge of ten percent (10%) of the amount so overdue ("**Late Fee**") shall become immediately due and payable to the holder of this Note. Late Fees shall be added to the Indebtedness, and shall be deemed secured by the Security Agreement and the other Loan Documents. Nothing herein is intended to or shall extend the due dates set forth for payments under this Note, nor as a waiver of any other right or remedy accruing to Holder by reason of the occurrence of any Event of Default.

8.3. Reasonable Estimate. Borrower acknowledges that it would be extremely difficult or impracticable to determine Holder's actual damages resulting from any late payment or default, and such late charges are reasonable estimates of those damages and do not constitute a penalty.

8.4. Effect of Certain Limitations. Notwithstanding any provision herein, the total liability for payments in the nature of interest shall not exceed the applicable limits imposed by any applicable state or federal interest rate laws. If any payments in the nature of interest, additional interest, and other charges made hereunder are held to be in excess of the applicable limits imposed by any applicable state or federal laws, it is agreed that any such amount held to be in excess shall be considered payment of principal and the Loan shall be reduced by such amount so that the total liability for payments in the nature of interest, additional interest and other charges shall not exceed the applicable limits imposed by any applicable state or federal interest rate laws in compliance with the desires of Holder and Borrower.

9. **WAIVERS**.

9.1. Waivers of Certain Rights. To the maximum extent permitted by applicable law, Borrower on behalf of itself and on behalf of all Guarantors, hereby waive diligence, demand, notice of demand, presentment for payment, notice of intent to accelerate maturity, notice of acceleration of maturity, notice of dishonor, protest, notice of protest and non-payment and all other notices of any kind, except for notices expressly provided for in this Note, and specifically consent to and waive notice of any renewals or extensions of this Note, whether made in favor of Borrower or any other person or persons. Borrower and any endorsers of this Note expressly waive all right to the benefit of any statute of limitations and any moratorium, reinstatement, marshaling, forbearance, extension, or appraisement now or hereafter provided by the Constitution and the laws of the United States and of any state thereof, as a defense to any demand against Borrower or any such endorsers, to the fullest extent permitted by law.

9.2. Obligations Unconditional. The liability of Borrower and any Guarantor shall be unconditional and shall not be in any manner affected by any extension of time, renewal, waiver, amendment or other modification under this Note or any other Loan Document. No release of any security for the Indebtedness or extension of time for any payment under this Note or any other Loan Document shall release, modify, amend, waive, extend, change, discharge, terminate or affect the liability of Borrower, Guarantors and any other person or entity who may become liable for the payment of all or any part of the Indebtedness under this Note.

9.3. Certain Rights Reserved. No notice to or demand on Borrower shall be deemed to be a waiver of the obligation of Borrower or of the right of Holder to take further action without further notice or demand on Borrower as provided for in this Note. The rights, powers and remedies of Holder under this Note shall be in addition to all rights, powers and remedies given to Holder under the other Loan Documents and any other agreement or document securing or evidencing the Indebtedness or by virtue of any statute or rule of law, including, but not limited to, the California Uniform Commercial Code. All such rights, powers and remedies shall be cumulative and may be exercised successively or concurrently in Holder's sole discretion without impairing Holder's security interest, rights or available remedies. Any forbearance, failure or delay by Holder in exercising any right, power or remedy shall not preclude further exercise thereof, and every right, power or remedy of Holder shall continue in full force and effect until such right, power or remedy is specifically waived in a writing executed by Holder. Borrower waives any right to require the Holder to proceed against any Person or to exhaust all or any part of the Collateral or to pursue any remedy in Holder's power. Holder may accept late payment, or partial payment, even though marked "payment in full" or containing words of similar import or other conditions, without waiving any of its rights. Neither this Note nor any of the other Loan Documents can be changed, modified, amended, waived, extended, discharged or terminated orally or by estoppel or waiver, regardless of any claimed course of dealing or partial performance referable thereto, and any such change, modification, amendment, waiver, extension, discharge or termination must be in writing and signed by the Holder in order to be effective.

9.4. ADDITIONAL WAIVERS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BORROWER ALSO WAIVES (a) THE RIGHT TO INTERPOSE ANY SET-OFF OR

COUNTERCLAIM OF ANY NATURE OR DESCRIPTION, (b) ANY OBJECTION BASED ON FORUM NON CONVENIENS OR VENUE, AND (c) ANY CLAIM FOR CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

10. **CHOICE OF LAWS; VENUE**.

10.1. Governing Law. This Note shall be governed by, and construed and enforced in accordance with the internal laws of the State of California, without reference to any choice of law provision contained therein, except to the extent preempted by federal laws.

10.2. JURISDICTION AND VENUE. BORROWER, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL: (i) SUBMITS TO PERSONAL JURISDICTION IN THE STATE OF CALIFORNIA OVER ANY SUIT, ACTION OR PROCEEDING BY ANY PERSON ARISING FROM OR RELATING TO THIS NOTE OR ANY OTHER OF THE LOAN DOCUMENTS, (ii) AGREES THAT ANY SUCH ACTION, SUIT OR PROCEEDING MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION LOCATED IN THE COUNTY OF LOS ANGELES, (iii) SUBMITS TO THE JURISDICTION OF SUCH COURTS, AND (iv) TO THE FULLEST EXTENT PERMITTED BY LAW, AGREES THAT BORROWER WILL NOT BRING ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER FORUM, JURISDICTION, OR VENUE WITH RESPECT TO THIS NOTE OR ANY OTHER LOAN DOCUMENT (BUT NOTHING HEREIN SHALL AFFECT THE RIGHT OF HOLDER TO BRING ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER FORUM).

10.3. SERVICE OF PROCESS. BORROWER FURTHER CONSENTS AND AGREES TO SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER LEGAL PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING BY REGISTERED OR CERTIFIED U.S. MAIL, POSTAGE PREPAID, TO BORROWER AT THE ADDRESS FIRST REFERENCED ABOVE, AND CONSENTS AND AGREES THAT SUCH SERVICE SHALL CONSTITUTE IN EVERY RESPECT VALID AND EFFECTIVE SERVICE (BUT NOTHING HEREIN SHALL AFFECT THE VALIDITY OR EFFECTIVENESS OF PROCESS SERVED IN ANY OTHER MANNER PERMITTED BY LAW).

11. **WAIVER OF JURY TRIAL; JUDICIAL REFERENCE**.

11.1. EACH OF BORROWER AND HOLDER, BY ITS ACCEPTANCE OF THIS NOTE, AGREE TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS NOTE, ANY OTHER LOAN DOCUMENT OR ANY DEALINGS BETWEEN THE PARTIES HERETO RELATING TO THE SUBJECT MATTER HEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THAT RELATIONSHIP, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, ANTITRUST CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON-LAW OR STATUTORY CLAIMS. EACH OF BORROWER AND HOLDER ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO THIS NOTE, AND THAT EACH OF THEM WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH OF BORROWER AND HOLDER FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH LEGAL COUNSEL OF ITS OWN CHOOSING, OR HAS HAD AN OPPORTUNITY TO DO SO, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS HAVING HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS, OR MODIFICATIONS TO THIS NOTE, ANY OTHER LOAN DOCUMENT OR ANY OTHER AGREEMENT OR DOCUMENT ENTERED INTO BETWEEN BORROWER AND HOLDER IN CONNECTION WITH THIS NOTE. IN THE EVENT OF LITIGATION, THIS NOTE MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT WITHOUT A JURY.

Borrower's Initials: __________

11.2. If and to the extent that Subsection 11.1 immediately above is determined by a court of competent jurisdiction to be unenforceable, Borrower and Holder, by its acceptance of this Note, hereby consents and agrees that (a) any and all disputes shall be heard by a referee in accordance with the general reference provisions of

California Code of Civil Procedure Section 638; (b) such referee shall hear and determine all of the issues in any such dispute (whether of fact or of law) and shall report a statement of decision, provided that, at the mutual agreement of the parties, any such issues pertaining to a "provisional remedy" as defined in California Code of Civil Procedure Section 1281.8 shall be heard and determined by the court; and (c) pursuant to California Code of Civil Procedure Section 644(a), judgment may be entered upon the decision of such referee in the same manner as if the dispute had been tried directly by a court. The parties shall use their respective best efforts to agree upon and select such referee, provided that such referee shall be a retired California state or federal judge, or if the parties cannot agree, shall be selected by a judge of the Los Angeles Superior Court in accordance with California Code of Civil Procedure Section 640. Each party hereto acknowledges that this consent is a material inducement to enter into this Note and the other Loan Documents and all other documents, agreements and instruments provided for herein or therein, and that each will continue to rely on this consent in their related future dealings. The parties shall share the cost of the referee and reference proceedings equally; provided that, the referee may award attorneys' fees and reimbursement of the referee and referenced proceeding fees and costs to the prevailing party, whereupon all referee and reference proceeding fees and charges will be payable by the non-prevailing party (as so determined by the referee). Each party hereto further warrants and represents that it has reviewed this consent with legal counsel of its own choosing, or has had an opportunity to do so, and that it knowingly and voluntarily gives this consent having had the opportunity to consult with legal counsel. This consent is irrevocable, meaning that it may not be modified either orally or in writing, and this consent shall apply to any subsequent amendments, renewals, supplements, or modifications to this Note or any other agreement or document entered into between the parties in connection with this Note. In the event of litigation, this Note may be filed as evidence of either or both parties' consent to have any and all disputes heard and determined by a referee under California Code of Civil Procedure Section 638.

Borrower's Initials: __________

12. **TRANSFERS BY HOLDER**. On or after the Initial Disbursement Date, Holder may sell, assign or transfer (including through a participation) all or a portion of its interest in the Loan to one or more parties (the "**Successor Parties**"). The Successor Parties may assign, transfer or sell all or any portion of their obligations under the Loan Documents, and shall thereafter be relieved of such obligations provided that such assignee assumes such obligations in writing in a manner directly enforceable by Borrower and such assumption is delivered to Borrower, and no failure to satisfy such obligations by the Successor Parties or by such assignee, transferee or purchaser shall result in any offset, defense or counterclaim to the payment of the Loan or to the enforcement of any rights of Holder under the Loan Documents, and Borrower's sole remedy shall be a suit for damages against such non-funding assignee, transferee or purchaser. After any such sale, transfer or assignment, Holder shall have no obligations hereunder with respect to such sold, transferred or assigned obligations.

13. **NOTICES**. All notices to be given pursuant to this Note shall be in writing and sufficient if given by personal service, by guaranteed overnight delivery service, or by being mailed postage prepaid, by registered or certified mail, to the address of the parties first hereinabove set forth or to such other address as either party may request in writing from time to time. Any time period provided in the giving of any notice hereunder shall commence upon the date of personal service, the date after delivery to the guaranteed overnight delivery service, or 3 days after any notices are deposited, postage prepaid, in the United States mail, certified or registered mail. Notices may be given by a party's attorneys or agents with the same force and effect as though given by such party.

14. **MISCELLANEOUS**.

14.1. TIME SHALL BE OF THE ESSENCE WITH RESPECT TO ALL PROVISIONS OF THIS NOTE.

14.2. If any payment to be made by Borrower shall otherwise become due on a day other than a business day, such payment shall be made on the prior preceding day which is a business day.

14.3. This Note or any interest in this Note and the other Loan Documents may be hypothecated, transferred or assigned by Holder without the prior consent of Borrower.

14.4. Borrower represents that it has full power, authority and legal right to execute and deliver this Note, and that this Note constitutes the valid and binding obligations of Borrower.

14.5. Borrower shall pay all costs, fees and expenses incurred by Holder in connection with the Loan and Loan Documents, such as, without limitation, costs of collecting or attempting to collect the Indebtedness, of whether any legal proceeding is commenced (including, without limitation, attorneys' fees, court courts, expert witness fees, document reproduction expenses, costs of exhibit preparation, in-house staff and counsel costs, courier charges, postage and communication expenses, regardless of whether any legal proceeding is commenced), together with interest thereon at the Default Rate from the date paid or incurred by Holder until such expenses are paid by Borrower.

14.6. Titles of articles and sections are for convenience only and in no way define, limit, amplify or describe the scope or intent of any provision hereof.

14.7. If any paragraph, clause or provision of this Note is construed or interpreted by a court of competent jurisdiction to be void, invalid or unenforceable, such voidness, invalidity or unenforceability will not affect the remaining paragraphs, clauses and provisions of this Note, which shall nevertheless be binding upon the parties hereto with the same effect as though the void or unenforceable part had been severed and deleted.

14.8. If more than one person is named in this Note as "Borrower", each obligation of Borrower shall be the joint and several obligation of such party or entity, and shall be binding upon them and their respective successors and assigns and shall inure to the benefit of Holder and its successors and assigns.

14.9. The terms and provision of this Note shall be binding upon and inure to the benefit of Borrower and Holder and their respective heirs, executors, legal representatives, successors, successors-in-title, and assigns, whether by voluntary action of the parties or by operation of law. As used herein, the terms "Borrower" and "Holder" shall be deemed to include their respective heirs, executors, legal representative, successors, successors-in-title, and assigns, whether by voluntary action of the parties or by operation of law. Nothing in the foregoing shall be construed as a consent to, or a waiver of, any prohibition or restriction on transfers of interests in Borrower which may be set forth in this Note, the Security Agreement or other Loan Documents.

14.10. All the terms and words used in this Note, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Note or any paragraph or clause herein may require, the same as if such work had been fully and properly written in the correct number and gender.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned has executed the foregoing instrument as of the date first above written.

BORROWER:

[___________________________],
a [_______________________]

By: ___________________________
Name: ___________________________
Title: Authorized Signatory

Exhibit A

DISBURSEMENT REQUEST

PARK WEST FINANCIAL, INC. (“Holder”)
8149 Santa Monica Blvd. #298
Los Angeles, California 90046
Attention: Leon Halperin

Property Address: [_________________________________]
Disbursement Request Date: [_____________________]

In connection with the Loan in the amount of $[_______________] from Holder to [______________________] (“Borrower”), as evidenced by the Promissory Note dated [__________] (“Note”), Borrower hereby requests that the following disbursement be made under the Note, and certifies as follows with the intent that Holder rely on such certification in making the Disbursement:

1. Requested Disbursement Amount: $________________________.
2. Requested Disbursement Date: ________________________ (must be a business day in CA).
3. Wiring Bank/Account for Disbursement:

   ____
   ____

4. Borrower’s proposed use of the requested disbursement amount: (attach additional pages, schedules invoices and waivers as needed).
5. The representations and warranties in the Loan Documents are true and correct as of the date hereof, and there is no Event of Default under the Loan Documents or any event that with the passing of time or the giving of notice could become an Event of Default.

The undersigned, being the sole individual who comprises Borrower, has been authorized to submit this Disbursement Request on behalf of the Borrower and hereby certifies that each and every condition to Disbursement of the proceeds of the Loan set forth in the Note has been fully performed and satisfied.

Date:_________________

BORROWER:

[__________________________],
a [______________________]

By: _________________________
Name: _________________________
Title: Authorized Signatory

EXHIBIT K TO FRANCHISE DISCLOSURE DOCUMENT

COMMERCIAL SECURITY AGREEMENT

COMMERCIAL SECURITY AGREEMENT

THIS COMMERCIAL SECURITY AGREEMENT (this "Agreement") dated and effective as of _____________, 202__, is made and executed between ____________________, a _____________________ ("Grantor"), and Park West Financial, Inc., a Delaware corporation ("Lender").

1. GRANT OF SECURITY INTEREST. For valuable consideration, Grantor hereby irrevocably grants to Lender a security interest in all of Grantor's right, title and interest now owned or hereafter acquired in and to the Collateral (as defined herein) to secure the Indebtedness (as defined herein), and Grantor hereby agrees that Lender shall have all the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have under applicable law.

2. COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

   All inventory, equipment, furniture, accounts, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, general intangibles (including but not limited to all software and all payment intangibles), fixtures, attachments, accessories, fittings, tools, parts, repairs, supplies, and commingled goods, including but not limited to such items listed on Exhibit A attached hereto and by this reference made a part hereof, together with all additions, replacements of and substitutions for all or any part of the foregoing; all insurance refunds relating to the foregoing; all good will relating to the foregoing; all records and data and embedded software relating to the foregoing, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property and assets of Grantor.

   In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

   a. All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described herein, whether added now or later.

   b. All products and produce of any of the property described in this Collateral section.

   c. All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.

   d. All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.

   e. All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

3. FUTURE ADVANCES. In addition to the Note, this Agreement secures all future advances made by Lender to Grantor regardless of whether the advances are made (a) pursuant to a commitment or (b) for the same purposes.

4. GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and warrants to Lender as follows:

   a. Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender. This Agreement constitutes a continuing Security Agreement and will continue in effect until all of the Indebtedness is paid in full and even though for a period of time Grantor may not be indebted to Lender.

   b. Notices to Lender. Grantor will promptly notify Lender in writing prior to any (1) change in Grantor's business name; (2) change in the management of Grantor; (3) change in the authorized signer(s) of Grantor; (4) change in Grantor's principal office address; (5) change in Grantor's state of organization; (6) conversion of Grantor to a new or different type of business entity; or (7) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization shall take effect until after Lender has received notice thereof.

   c. No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or the Collateral to which Grantor is a party, and its certificate or articles of incorporation and bylaws do not prohibit any term or condition of this Agreement.

   d. Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. At the time any account becomes subject to a security interest in favor of Lender, the account shall be a good and valid account representing an undisputed, bona fide indebtedness incurred by the account debtor, for merchandise held subject to delivery instructions or previously shipped or delivered pursuant to a contract of sale, or for services previously performed by Grantor with or for the account debtor. So long as this Agreement remains in effect, Grantor shall not, without Lender's prior written consent, compromise, settle, adjust, or extend payment under or with regard to any such accounts. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

e. Location of the Collateral. Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral (or to the extent the Collateral consists of intangible property such as accounts or general intangibles, the records concerning the Collateral) at Grantor's address shown in the Note or at such other locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

f. Removal of the Collateral. Except in the ordinary course of Grantor's business, including the sales of inventory, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. To the extent that the Collateral consists of vehicles, or other titled property, Grantor shall not take or permit any action which would require application for certificates of title for the vehicles outside the State of Colorado, without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

g. Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. While Grantor is not in Default under this Agreement or any Related Document, Grantor may sell inventory, but only in the ordinary course of its business and only to buyers who qualify as a buyer in the ordinary course of business. A sale in the ordinary course of Grantor's business does not include a transfer in partial or total satisfaction of a debt or any bulk sale. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

h. Title. Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against any claims and demands of any other persons or entities.

i. Repairs and Maintenance. Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

j. Inspection of Collateral. Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located upon 24 hours written notice to Grantor.

k. Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, the Note evidencing the Indebtedness, or upon any of the other Loan Documents. Grantor agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner.

l. Compliance with Governmental Requirements. Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's determination, is not jeopardized.

m. Hazardous Substances. Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify and defend shall survive the payment of the Indebtedness and the satisfaction of this Agreement.

n. Maintenance of Casualty Insurance. Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

o. Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral if the estimated cost of repair or replacement exceeds $5,000.00, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within three (3) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

p. Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

q. Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Collateral. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement.

5. GRANTOR'S RIGHT TO POSSESSION AND TO COLLECT ACCOUNTS. Until Default and except as otherwise provided below with respect to accounts, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Loan Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. Until otherwise notified by Lender, Grantor may collect any of the Collateral consisting of accounts. At any time and even though no Event of Default exists, Lender may exercise its rights to collect the accounts and to notify account debtors to make payments directly to Lender for application to the Indebtedness. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

6. LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Loan Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Loan Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. This Agreement also shall secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon default.

7. AFFIRMATIVE COVENANTS. Grantor covenants and agrees with Lender that, so long as this Agreement remains in effect, Grantor will:

a. Notices of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Grantor's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Grantor which could materially affect the financial condition of Grantor.

b. Financial Records. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Grantor's books and records at all reasonable times.

c. Financial Statements. Furnish Lender with the following:

i. Grantor Tax Returns. As soon as available, but in no event later than thirty (30) days after the applicable filing date for the tax reporting period ended, complete copies of Grantor’s federal tax returns, including K-1's if applicable, signed by Grantor.

ii. Annual Financial Statements. As soon as available, but in no event later than forty-five (45) days after the end of each fiscal year, Grantor's balance sheet and profit and loss statement for the year then ended, compiled by a certified public accountant satisfactory to Lender.

iii. Interim Financial Statements. As soon as available, but in no event later than thirty (30) days after the end of each fiscal quarter, Grantor's balance sheet and profit and loss statement for the quarter then ended, compiled by a certified public accountant satisfactory to Lender.

iv. Detailed Real Estate Schedules of all Properties. As soon as available, but in no event later than thirty (30) days after the end of each fiscal quarter, provide Lender with an updated detailed real estate schedule of all Grantor properties.

d. Loan Proceeds. Use all Loan proceeds solely for Grantor's business operations and construction, unless specifically consented to the contrary by Lender in writing.

e. Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan and Grantor's other properties and to examine or audit Grantor's books, accounts, and records and to make copies and memoranda of Grantor's books, accounts, and records. If Grantor now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Grantor, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Grantor's expense.

f. Compliance Certificates. Unless waived in writing by Lender, provide Lender at least annually, with a certificate executed by Grantor's chief financial officer, or other officer or person acceptable to Lender, certifying that the representations and warranties set forth in this Agreement and the Loan Documents are true and correct as of the date of the certificate and further certifying that, as of the date of the certificate, no Event of Default exists under this Agreement or the Loan Documents.

g. Environmental Compliance and Reports. Grantor shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Grantor's part or on the part of any third party, on property owned and/or occupied by Grantor, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Grantor's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

h. Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, and assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

8. NEGATIVE COVENANTS. Grantor covenants and agrees with Lender that while this Agreement is in effect, Grantor shall not, without the prior written consent of Lender:

a. Indebtedness and Liens. (1) Except for trade debt incurred in the normal course of business and indebtedness to Lender contemplated by this Agreement, create, incur or assume indebtedness for borrowed money, including capital leases, (2) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber any of the Collateral, or (3) sell with recourse any of Grantor's accounts or any portion of the Collateral.

b. Continuity of Operations. (1) Engage in any business activities substantially different than those in which Grantor is presently engaged, (2) cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, change its name, dissolve or transfer or sell Collateral out of the ordinary course of business, or (3) pay any dividends on Grantor's stock (other than dividends payable in its stock), provided, however that notwithstanding the foregoing, but only so long as no Event of Default has occurred and is continuing or would result from the payment of dividends, if Grantor is a "Subchapter S Corporation" (as defined in the Internal Revenue Code of 1986, as amended), Grantor may pay cash dividends on its stock to its shareholders from time to time in amounts necessary to enable the shareholders to pay income taxes and make estimated income tax payments to satisfy their liabilities under federal and state law which arise solely from their status as Shareholders of a Subchapter S Corporation because of their ownership of shares of Grantor's stock, or purchase or retire any of Grantor's outstanding shares or alter or amend Grantor's capital structure.

c. Loans, Acquisitions and Guaranties. (1) Loan, invest in or advance money or assets to any other person, enterprise or entity, (2) purchase, create or acquire any interest in any other enterprise or entity, or (3) incur any obligation as surety or guarantor other than in the ordinary course of business.

d. Agreements. Enter into any agreement containing any provisions which would be violated or breached by the performance of Grantor's obligations under this Agreement or in connection herewith.

9. CESSATION OF ADVANCES. If Lender has made any commitment to make any Loan to Grantor, whether under this Agreement or any Related Document, Lender shall have no obligation to make Advances or to otherwise disburse Loan proceeds if: (A) Grantor is in default under the terms of this Agreement or any of the Loan Documents; (B) Grantor becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Grantor's financial condition, or in the value of any Collateral securing the Loan; or (D) Lender in good faith deems itself insecure, even though no Event of Default shall have occurred.

10. DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

    a. Payment Default. Grantor fails to make any payment when due under the Note.

    b. Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Loan Documents or in the Franchise Agreement.

    c. Default in Favor of Third Parties. Any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect Grantor's property or ability to perform its obligations under this Agreement or any of the Loan Documents.

    d. False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Agreement or the Loan Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

    e. Defective Collateralization. This Agreement or any of the Loan Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

    f. Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

    g. Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

    h. Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

    i. Insecurity. Lender in good faith believes itself insecure.

    Cure Provisions. Any Default hereunder, other than a Default in payment (for which no notice of default to Grantor shall be due), may be cured by Grantor, after Lender sends written notice to Grantor demanding cure of such default, if Grantor: (1) cures such Default within fifteen (15) days of receipt of such notice; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the Default and thereafter Grantor diligently continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

11. RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

    a. Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty, which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

    b. Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

    c. Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made.

However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

d. Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount.

e. Collect Revenues, Apply Accounts. Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

f. Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

g. Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available under the Franchise Agreement, at law, in equity, or otherwise.

h. Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Loan Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

i. Application of Proceeds. The proceeds of any sale of the Collateral or any part thereof, whether under and conferred or by virtue of judicial proceedings, shall be applied as follows: i) To the payment of all expenses incurred by Lender in any entry or taking of possession, of any sale, of advertisement thereof, and of conveyances, and court costs, compensation of agents and employees and attorneys' fees; ii) To the payment of the Indebtedness with interest to the date of such payment; and iii) Any surplus thereafter remaining shall be paid to the Grantor or Grantor's successors or assigns, as their interests shall appear

12. JUDICIAL REFERENCE. Any dispute, claim or controversy arising out of or relating to this Agreement or breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in ______________________________, before a sole arbitrator, in accordance with the laws of the State of __________________ for agreements made in and to be performed in that State. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. The arbitrator will be authorized to apportion its fees and expenses and the reasonable attorney's fees and expenses of the parties, as the arbitrator deems appropriate. In the absence of such apportionment, the fees and expenses of the arbitrator will be split equally by each party. The parties agree that this paragraph has been included to rapidly and inexpensively resolve any disputes between them with respect to this Agreement, and that this paragraph shall be grounds for dismissal of any court action commenced with respect to this Agreement, other than post-arbitration actions seeking to enforce an arbitration award and actions seeking equitable, injunctive or other similar relief. THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THEY ARE

WAIVING THEIR RIGHT TO A JURY TRIAL WITH REGARD TO ALL MATTERS FOR WHICH ARBITRATION IS REQUIRED.

13. MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

    a. Amendments. This Agreement, together with any Loan Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

    b. Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may engage a third party to aid in enforcing this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Lender may also recover from Grantor all court, alternative dispute resolution or other collection costs (including, without limitation, fees and charges of collection agencies) actually incurred by Lender.

    c. Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

    d. Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of _________________ without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Agreement is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Agreement has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of _________________.

    e. Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of ____________________, __________________.

    f. No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

    g. Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by facsimile or electronic mail (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

    h. Power of Attorney. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact solely for the purpose of executing any documents necessary to perfect or continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

    i. Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

j. Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

k. Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

l. Time is of the Essence. Time is of the essence in the performance of this Agreement.

m. Waive Jury. To the extent permitted by applicable law, all parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

14. DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

a. Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Grantor or on Grantor's behalf on a line of credit or multiple advance basis under the terms and conditions of the Note, this Agreement and/or the Loan Documents.

b. Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

c. Default. The word "Default" means any Default set forth in this Agreement in the section titled "Default".

d. Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

e. Franchise Agreement. The words "Franchise Agreement" mean that certain The Now Franchise, LLC Franchise Agreement, dated on or about the date hereof, by and between Lender, as franchisor, and Grantor, as franchisee, and all documents executed in connection therewith.

f. Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

g. Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note and/or Loan Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under the Note, this Agreement and/or under any of the Loan Documents. Specifically, without limitation, Indebtedness includes any Advance, together with all interest thereon.

h. Loan. The word "Loan" means the loan from Lender to Grantor hereunder, in the original principal amount of up to ____________________ and No/100 Dollars ($__________________), as evidenced by the Note, this Agreement, and the Loan Documents, as the same may be amended or modified from time to time.

i. Loan Documents. The words "Loan Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

j. Note. The word "Note" means that certain Promissory Note from Grantor, as Borrower, to Lender, dated as of the date hereof, in the original principal amount of up to ____________________ and No/100 Dollars ($__________________), together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the same.

k. Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

[Signature page follows]

IN WITNESS WHEREOF, GRANTOR HAS EXECUTED THIS SECURITY INSTRUMENT AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

GRANTOR:

___________________________,

____

By: ___________________________________
Name: _______________________________
Its: ___________________________________

State of ________________)

County of ______________)

On _________________________, before me, _______________________________, personally appeared _______, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ________________ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

____
NOTARY PUBLIC OF _______________
Printed Name: ______________________
My Commission Expires: _____________

EXHIBIT A

COLLATERAL

[To be updated with more detail from Grantor]

- [___________]
- [___________]

EXHIBIT L TO FRANCHISE DISCLOSURE DOCUMENT

RECOURSE GUARANTY

RECOURSE GUARANTY
(Secured Loan)

THIS RECOURSE GUARANTY (Secured Loan) (this "Guaranty") is made as of ____________________, 202__, by ____ (collectively, "Guarantor"), in favor of **PARK WEST FINANCIAL, INC.**, a Delaware corporation (collectively with its successors and assigns, "Lender").

R E C I T A L S

A. Pursuant to the terms of that certain Promissory Note of even date herewith made by _________________________, a ____________________________ ("Borrower"), in favor of Lender (as the same may be modified, amended or restated from time to time, the "Note"), Lender has agreed to loan to Borrower the principal sum of up to ____ ($_____________) (the "Loan") for the purposes specified in the Note. Capitalized terms used and not defined in this Guaranty shall have the meanings given to them in that certain Commercial Security Agreement dated effective of even date herewith made by Borrower for the benefit of Lender (as the same may be amended, modified, supplemented or replaced from time to time, "Security Instrument").

B. The Security Instrument, the Note, and those other documents described in the Security Instrument as "Loan Documents," together with all modifications, extensions, renewals and amendments thereto, are collectively referred to hereinafter as the "Loan Documents," provided, however that for the purposes of this Guaranty, this Guaranty is not one of the Loan Documents.

C. Guarantor is owner of a direct or indirect equity interest in Borrower and will benefit from the Loan to be made by Lender to Borrower.

NOW THEREFORE, to induce Lender to enter into the Loan Documents and to make the Loan, and in consideration thereof, Guarantor unconditionally, absolutely and irrevocably guarantees and agrees as follows:

1. **RECOURSE GUARANTY**. Guarantor guarantees and promises to Lender to pay to the order of Lender, on demand, in lawful money of the United States, in immediately available funds: any and all obligations of Borrower under any of the Loan Documents, including, without limitation, those that shall constitute "Recourse Obligations" under Section 6 of the Note; together with all costs and expenses, including attorneys' fees, incurred in enforcing or collecting this Guaranty and/or any security for this Guaranty. Guarantor's liability hereunder shall not be reduced as a result of any partial payments of principal by Borrower, or from any realization on or proceeds of Collateral upon foreclosure, or acceptance of a deed in lieu thereof by Lender, or any other exercise of remedies under the Loan Documents.

2. **NO WAIVER, RELEASE OR IMPAIRMENT.** Nothing contained in this Guaranty shall be deemed to waive, release, affect or impair the indebtedness evidenced by the Loan Documents or the obligations of Borrower under the Loan Documents, or the liens and security interests created by the Loan Documents, or Lender's rights to enforce its rights and remedies under the Loan Documents and under this Guaranty or the indemnity provided herein, in the Loan Documents or in connection with the Loan, or otherwise provided in equity or under applicable law, including, without limitation, the right to pursue any remedy for injunctive or other equitable relief, or any suit or action in connection with the preservation, enforcement or foreclosure of the liens, mortgages, assignments and security interests which are now or at any time hereafter security for the payment and performance of all obligations under the Note or in the other Loan Documents. The provisions of Sections 1 through 3 of this Guaranty shall prevail and control over any contrary provisions elsewhere in this Guaranty or the Loan Documents.

3. **REMEDIES**. If Guarantor fails to promptly perform its obligations under this Guaranty, Lender may from time to time, and without first requiring performance by Borrower or any other guarantor, or without exhausting any or all security (if any) for the Loan, bring any action at law or in equity or both to compel Guarantor to perform its obligations hereunder, and to collect in any such action compensation for all loss, cost, damage, injury and expense sustained or incurred by Lender as a direct or indirect consequence of the failure of Guarantor to perform its obligations hereunder, together with interest thereon at the rate of interest applicable to the principal balance of the Note.

4. **REPORTING**. Guarantor shall deliver to Lender:

4.1 As soon as available, but in no event later than one-hundred twenty (120) days after Guarantor's fiscal year end, a current financial statement (including without limitation, an income and expense statement and balance sheet), certified by Guarantor.

4.2 As soon as available, but in no event later than forty-five (45) days after each quarter end and one-hundred twenty (120) days after each fiscal year end, current quarterly financial statements for Guarantor (including, without limitation, an income and expense statement, balance sheet and operating statement), certified by Guarantor.

4.3 If audited financial information is prepared for Guarantor, copies of that information within fifteen (15) days of its final preparation. Except as otherwise agreed to by Lender, all financial information for Guarantor shall be prepared in accordance with the standards used in the financial statements provided to Lender prior to the Effective Date.

5. **RIGHTS OF LENDER**. Guarantor authorizes Lender, without giving notice to Guarantor or obtaining Guarantor's consent and without affecting the liability of Guarantor, from time to time to: (a) renew, modify or extend all or any portion of Borrower's obligations under the Note or any of the other Loan Documents; (b) declare all sums owing to Lender under the Note or any of the other Loan Documents, due and payable upon the occurrence of an Event of Default under the Loan Documents; (c) make changes in the dates specified for payments of any sums payable in periodic installments under the Note or any of the other Loan Documents; (d) otherwise modify the terms of any of the Loan Documents; (e) take and hold security for the performance of Borrower's obligations under Note or the other Loan Documents, and exchange, enforce, waive, subordinate and release any such security in whole or part; (f) apply such security and direct the order or manner of sale thereof as Lender in its discretion may determine; (g) release, substitute or add any one or more endorsers of the Note or guarantors of Borrower's obligations under the Note or the other Loan Documents; (h) apply payments received by Lender from Borrower to any obligations of Borrower to Lender, in such order as Lender shall determine in its sole discretion, whether or not any such obligations are covered by this Guaranty; (i) assign this Guaranty in whole or in part; and (j) assign, transfer or negotiate all or any part of the indebtedness guaranteed by this Guaranty.

6. **GUARANTOR'S WAIVERS**. Guarantor waives: (a) any defense based upon any legal disability or other defense of Borrower, any other guarantor or other person, or by reason of the cessation or limitation of the liability of Borrower from any cause other than full payment of all sums payable under the Loan Documents; (b) any defense based upon any lack of authority of the officers, directors, partners, managers, members or agents acting or purporting to act on behalf of Borrower, Guarantor or any principal of Borrower or Guarantor, any defect in the formation of Borrower, Guarantor or any principal of Borrower or Guarantor; (c) any defense based upon the application by Borrower of the proceeds of the Loan for purposes other than the purposes represented by Borrower to Lender or intended or understood by Lender or Guarantor; (d) any and all rights and defenses arising out of an election of remedies by Lender, even though that election of remedies, such as a nonjudicial foreclosure with respect to security for a guaranteed obligation, has destroyed Guarantor's rights of subrogation and reimbursement against the principal by the operation of Section 580d of the California Code of Civil Procedure or otherwise; (e) any defense based upon Lender's failure to disclose to Guarantor any information concerning Borrower's financial condition or any other circumstances bearing on Borrower's ability to pay and perform its obligations under the Note or any of the other Loan Documents or upon the failure of any other principals of Borrower to guaranty the Loan; (f) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in any other respects more burdensome than that of a principal; (g) any defense based upon Lender's election, in any proceeding instituted under the Federal Bankruptcy Code, of the application of Section 1111(b)(2) of the Federal Bankruptcy Code or any successor statute; (h) any defense based upon any borrowing or any grant of a security interest under Section 364 of the Federal Bankruptcy Code; (i) any right of subrogation, any right to enforce any remedy which Lender may have against Borrower and any right to participate in, or benefit from, any security for the Note or the other Loan Documents now or hereafter held by Lender; (j) presentment, demand, protest and notice of any kind; (k) the benefit of any statute of limitations affecting the liability of Guarantor hereunder or the enforcement hereof; and (l) any rights under California Code of Civil Procedure Sections 580a and 726(b), which provide, among other things, that (i) a creditor must file a complaint for deficiency within three (3) months of a nonjudicial foreclosure sale or judicial foreclosure sale, as applicable, (ii) a fair market value hearing must be held, and (iii) the amount of the deficiency judgment shall be limited to the amount by which the unpaid debt exceeds the fair market value of the security, but not more than the amount by which the unpaid debt exceeds the sale price of the security. Guarantor further waives any and all rights and defenses that Guarantor may have because Borrower's debt is secured by real property; this means, among other things, that: (1) Lender may collect from Guarantor

without first foreclosing on any real or personal property collateral pledged by Borrower; (2) if Lender forecloses on any real property collateral pledged by Borrower, then (A) the amount of the debt may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price, and (B) Lender may collect from Guarantor even if Lender, by foreclosing on the real property collateral, has destroyed any right Guarantor may have to collect from Borrower. The foregoing sentence is an unconditional and irrevocable waiver of any rights and defenses Guarantor may have because Borrower's debt is secured by real property. These rights and defenses being waived by Guarantor include, but are not limited to, any rights or defenses based upon Sections 580a, 580b, 580d or 726 of the California Code of Civil Procedure. Without limiting the generality of the foregoing or any other provision hereof, Guarantor further expressly waives, to the extent permitted by law, any and all rights and defenses, including without limitation any rights of subrogation, reimbursement, indemnification and contribution, which might otherwise be available to Guarantor under California Civil Code Sections 2787 to 2855, inclusive, 2899 and 3433, or under California Code of Civil Procedure Sections 580a, 580b, 580d and 726, or any of such sections. Finally, Guarantor agrees that the payment or performance of any act which tolls any statute of limitations applicable to the Note or any of the other Loan Documents shall similarly operate to toll the statute of limitations applicable to Guarantor's liability hereunder.

7. **GUARANTOR'S REPRESENTATIONS AND WARRANTIES**. Guarantor warrants, represents, covenants and acknowledges to Lender that: (a) Lender would not make the Loan but for this Guaranty; (b) Guarantor has reviewed all of the terms and provisions of the Loan Documents; (c) there are no conditions precedent to the effectiveness of this Guaranty; (d) Guarantor has established adequate means of obtaining from sources other than Lender, on a continuing basis, financial and other information pertaining to Borrower's financial condition, the Property and Borrower's activities relating thereto and the status of Borrower's performance of obligations under the Loan Documents, and Guarantor agrees to keep adequately informed from such means of any facts, events or circumstances which might in any way affect Guarantor's risks hereunder, and Lender has made no representation to Guarantor as to any such matters; (e) the most recent financial statements of Guarantor heretofore or hereafter delivered to Lender are true and correct in all respects, have been prepared in accordance with generally accepted accounting principles consistently applied (or other principles acceptable to Lender) and fairly and accurately represent the financial condition of Guarantor as of the respective dates thereof, and no material adverse change has occurred in the financial condition of Guarantor since the respective dates thereof; (f) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, pledge, hypothecate, mortgage, transfer or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein, other than in the ordinary course of Guarantor's business; and (g) Guarantor is not and will not be, as a consequence of the execution and delivery of this Guaranty, impaired or rendered "insolvent", as that term is defined in Section 101 of the Federal Bankruptcy Code, or otherwise rendered unable to pay Guarantor's debts as the same mature and will not have thereby undertaken liabilities in excess of the present fair value of Guarantor's assets. Guarantor acknowledges and agrees that Lender may request and obtain additional information from third parties regarding any of the above, including, without limitation, credit reports.

8. **SUBORDINATION**. Guarantor subordinates all present and future indebtedness owing by Borrower or by any other guarantor under any guaranty or indemnity of the Loan to Guarantor, to the obligations at any time owing by Borrower to Lender under the Note and the other Loan Documents. Guarantor assigns all such indebtedness to Lender as security for this Guaranty, the Note and the other Loan Documents. Guarantor agrees to make no claim for such indebtedness until all obligations of Borrower under the Note and the other Loan Documents have been fully discharged. Guarantor further agrees not to assign all or any part of such indebtedness unless Lender is given prior notice and such assignment is expressly made subject to the terms of this Guaranty. If Lender so requests, (a) all instruments evidencing such indebtedness shall be duly endorsed and delivered to Lender, (b) all security for such indebtedness shall be duly assigned and delivered to Lender, (c) such indebtedness shall be enforced, collected and held by Guarantor as trustee for Lender and shall be paid over to Lender on account of the Loan, but without reducing or affecting in any manner the liability of Guarantor under the other provisions of this Guaranty, and (d) Guarantor shall execute, file and record such documents and instruments and take such other action as Lender deems necessary or appropriate to perfect, preserve and enforce Lender's rights in and to such indebtedness and any security therefor. If Guarantor fails to take any such action, Lender, as attorney-in-fact for Guarantor, is hereby authorized to do so in the name of Guarantor. The foregoing power of attorney is coupled with an interest and cannot be revoked.

9. **BANKRUPTCY OF BORROWER**. In any bankruptcy or other proceeding in which the filing of claims is required by law, Guarantor shall file all claims which Guarantor may have against Borrower relating to any indebtedness of Borrower to Guarantor and shall assign to Lender all rights of Guarantor thereunder. If Guarantor does not file any such claim, Lender, as attorney-in-fact for Guarantor, is hereby authorized to do so in the name of Guarantor or, in Lender's discretion, to assign the claim to a nominee and to cause proof of claim to be filed in the

name of Lender's nominee. The foregoing power of attorney is coupled with an interest and cannot be revoked. Lender or Lender's nominee shall have the right, in its reasonable discretion, to accept or reject any plan proposed in such proceeding and to take any other action which a party filing a claim is entitled to do. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to Lender the amount payable on such claim and, to the full extent necessary for that purpose, Guarantor hereby assigns to Lender all of Guarantor's rights to any such payments or distributions; provided, however, Guarantor's obligations hereunder shall not be satisfied except to the extent that Lender receives cash by reason of any such payment or distribution. If Lender receives anything hereunder other than cash, the same shall be held as collateral for amounts due under this Guaranty. If all or any portion of the obligations guaranteed hereunder are paid or performed, the obligations of Guarantor hereunder shall continue and shall remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from Lender as a preference, fraudulent transfer or otherwise under the Bankruptcy Code or other similar laws, irrespective of (a) any notice of revocation given by Guarantor prior to such avoidance or recovery, or (b) full payment and performance of all of the indebtedness and obligations evidenced and secured by the Loan Documents.

10. **ADDITIONAL, INDEPENDENT AND UNSECURED OBLIGATIONS**. This Guaranty is a continuing guaranty of payment and not of collection and cannot be revoked by Guarantor and shall continue to be effective with respect to any indebtedness referenced in Section 1 hereof arising or created after any attempted revocation hereof or after the death of Guarantor (if Guarantor is a natural person, in which event this Guaranty shall be binding upon Guarantor's estate and Guarantor's legal representatives and heirs). The obligations of Guarantor hereunder shall be in addition to and shall not limit or in any way affect the obligations of Guarantor under any other existing or future guaranties unless said other guaranties are expressly modified or revoked in writing. This Guaranty is independent of the obligations of Borrower under the Note and the other Loan Documents. Lender may bring a separate action to enforce the provisions hereof against Guarantor without taking action against Borrower or any other party or joining Borrower or any other party as a party to such action. Except as otherwise provided in this Guaranty, this Guaranty is not secured and shall not be deemed to be secured by any security instrument unless such security instrument expressly recites that it secures this Guaranty.

11. **CREDIT REPORTS**. Each legal entity and individual obligated on this Guaranty hereby authorizes Lender to order and obtain, from a credit reporting agency of Lender’s choice, a third party credit report on such legal entity and individual.

12. **ENFORCEABILITY**. Guarantor hereby acknowledges that: (a) the obligations undertaken by Guarantor in this Guaranty are complex in nature, and (b) numerous possible defenses to the enforceability of these obligations may presently exist and/or may arise hereafter, and (c) as part of Lender's consideration for entering into this transaction, Lender has specifically bargained for the waiver and relinquishment by Guarantor of all such defenses, and (d) Guarantor has had the opportunity to seek and receive legal advice from skilled legal counsel in the area of financial transactions of the type contemplated herein. Given all of the above, Guarantor does hereby represent and confirm to Lender that Guarantor is fully informed regarding, and that Guarantor does thoroughly understand: (i) the nature of all such possible defenses, and (ii) the circumstances under which such defenses may arise, and (iii) the benefits which such defenses might confer upon Guarantor, and (iv) the legal consequences to Guarantor of waiving such defenses. Guarantor acknowledges that Guarantor makes this Guaranty with the intent that this Guaranty and all of the informed waivers herein shall each and all be fully enforceable by Lender, and that Lender is induced to enter into this transaction in material reliance upon the presumed full enforceability thereof.

13. **MISCELLANEOUS.**

13.1 **Notices**. All notices, demands, or other communications under this Guaranty and the other Loan Documents shall be in writing and shall be delivered to the appropriate party at the address set forth below (subject to change from time to time by written notice to all other parties to this Guaranty). All notices, demands or other communications shall be considered as properly given if delivered personally or sent by first class United States Postal Service mail, postage prepaid, or by Overnight Express Mail or by overnight commercial courier service, charges prepaid, except that notice of Default may be sent by certified mail, return receipt requested, charges prepaid. Notices so sent shall be effective three (3) days after mailing, if mailed by first class mail, and otherwise upon delivery or refusal; provided, however, that non-receipt of any communication as the result of any change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication. For purposes of notice, the address of the parties shall be:

Guarantor:	[___________] [___________] [___________] Email: [___________]
Lender:	The Now Franchise, LLC 8149 Santa Monica Blvd., Suite 298 Los Angeles, CA 90046 Attention: Leon Halperin Email: leon@postinvestmentgroup.com

Any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days notice to the other party in the manner set forth hereinabove. Guarantor shall forward to Lender, without delay, any notices, letters or other communications delivered to the Property or to Guarantor naming Lender or any similar designation as addressee, or which could reasonably be deemed to affect the construction of the Improvements or the ability of Guarantor to perform its obligations to Lender under the Loan Documents.

13.2 **Attorneys' Fees and Expenses; Enforcement**. If any attorney is engaged by Lender to enforce or defend any provision of this Guaranty, any of the Loan Documents or as a consequence of any Event of Default under the Loan Documents, with or without the filing of any legal action or proceeding, and including, without limitation, any fees and expenses incurred in any bankruptcy proceeding or in connection with any appeal of a lower court decision, then Guarantor shall immediately pay to Lender, upon demand, the amount of all attorneys' fees and expenses and all costs incurred in connection therewith, including all trial and appellate proceedings in any legal action, suit, bankruptcy or other proceeding, together with interest thereon from the date of such demand until paid at the rate of interest applicable to the principal balance of the Note as specified therein.

13.3 **No Waiver**. No previous waiver and no failure or delay by Lender in acting with respect to the terms of the Loan Documents or this Guaranty shall constitute a waiver of any breach, default, or failure of condition under the Loan Documents or this Guaranty or the obligations secured by the Loan Documents. A waiver of any term of the Note or this Guaranty or of any of the obligations secured by the Loan Documents must be made in writing and shall be limited to the express written terms of such waiver.

13.4 **Loan Sales and Participation; Disclosure of Information**. In connection with any sale, assignment or participation of the Loan by Lender, Guarantor agrees that the Guaranty shall be sufficient evidence of the obligations of Guarantor to each purchaser, assignee, or participant, and upon written request by Lender, Guarantor shall, within fifteen (15) days after request by Lender, (x) deliver to Lender and any other party designated by Lender an estoppel certificate, in form and substance acceptable to Lender, verifying for the benefit of Lender and any such other party the status, terms and provisions of this Guaranty, and (y) enter into such amendments or modifications to this Guaranty and the Loan Documents as Lender may reasonably request in order to evidence and facilitate any such sale, assignment, or participation without impairing Guarantor's rights or increasing Guarantor's obligations hereunder.

13.5 **Waiver of Right to Trial by Jury. TO THE EXTENT PERMITTED BY APPLICABLE STATE LAW, EACH PARTY TO THIS GUARANTY HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (a) ARISING UNDER THE LOAN DOCUMENTS, INCLUDING, WITHOUT LIMITATION, ANY PRESENT OR FUTURE MODIFICATION THEREOF OR (b) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THE LOAN DOCUMENTS (AS NOW OR HEREAFTER MODIFIED) OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION IS NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY PARTY TO THIS GUARANTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS**

WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF ANY RIGHT THEY MIGHT OTHERWISE HAVE TO TRIAL BY JURY. THIS PROVISION IS A MATERIAL INDUCEMENT OF LENDER TO MAKE THE LOAN TO BORROWER.

13.6 **Severability**. If any provision or obligation under this Guaranty shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall be deemed severed from this Guaranty and the validity, legality and enforceability of the remaining provisions or obligations shall remain in full force as though the invalid, illegal, or unenforceable provision had never been a part of this Guaranty.

13.7 **Heirs, Successors and Assigns**. Except as otherwise expressly provided under the terms and conditions herein, the terms of this Guaranty shall bind and inure to the benefit of the heirs, executors, administrators, nominees, successors and assigns of the parties hereto.

13.8 **Time**. Time is of the essence of each and every term herein.

13.9 **Governing Law and Consent to Jurisdiction**. This Guaranty and any claim, controversy or dispute arising under or related to this Guaranty, the relationship of the parties, and/or the interpretation and enforcement of the rights and duties of the parties will be governed by, and construed and enforced in accordance with, the laws of California without regard to any conflicts of law principles, except to the extent preempted by federal laws. Guarantor and all persons and entities in any manner obligated to Lender under the Loan Documents consent to the jurisdiction of any federal or state court within California having proper venue and also consent to service of process by any means authorized by California or federal law.

13.10 **Survival**. This Guaranty shall be deemed to be continuing in nature and shall remain in full force and effect and shall survive the exercise of any remedy by Lender under the Security Instrument or any of the other Loan Documents, including without limitation any foreclosure or deed in lieu thereof.

13.11 **Joint and Several Liability**. THE LIABILITY OF THE GUARANTOR HEREUNDER SHALL BE JOINT AND SEVERAL WITH THE BORROWER AND ALL OTHER GUARANTORS OF BORROWER'S OBLIGATIONS UNDER THE NOTE AND OTHER LOAN DOCUMENTS.

13.12 **Headings**. All article, section or other headings appearing in this Guaranty are for convenience of reference only and shall be disregarded in construing this Guaranty.

13.13 **Powers of Attorney**. The powers of attorney granted by Guarantor to Lender in this Guaranty shall be unaffected by the disability of the principal so long as any portion of the Loan remains unpaid or unperformed. Lender shall have no obligation to exercise any of the foregoing rights and powers in any event.

13.14 **Rules of Construction**. The word "Borrower" as used herein shall include both the named Borrower and any other person at any time assuming or otherwise becoming primarily liable for all or any part of the obligations of the named Borrower under the Note and the other Loan Documents. The term "person" as used herein shall include any individual, company, trust or other legal entity of any kind whatsoever. If this Guaranty is executed by more than one person, the term "Guarantor" shall include all such persons. The word "Lender" as used herein shall include Lender, its successors, assigns and affiliates.

13.15 **Use of Singular and Plural; Gender**. When the identity of the parties or other circumstances make it appropriate, the singular number includes the plural, and the masculine gender includes the feminine and/or neuter.

13.16 **Exhibits, Schedules and Riders**. All exhibits, schedules, riders and other items attached hereto are incorporated into this Guaranty by such attachment for all purposes.

13.17 **Community Property**. If Guarantor is a natural person, this Guaranty shall be binding against Guarantor's sole and separate property and the property now or hereafter owned by the marital community property of Guarantor.

13.18 **Integration; Interpretation**. This Guaranty contains the entire agreement of the parties with respect to the matters contemplated hereby and supersedes all prior negotiations or agreements, written or oral. This Guaranty shall not be modified except by written instrument executed by all parties.

[*Signature Follows on Next Page*]

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date appearing on the first page of this Guaranty.

"GUARANTOR"

____
[   ]

____
[   ]

EXHIBIT M TO FRANCHISE DISCLOSURE DOCUMENT

STATE EFFFECTIVE DATES

EXHIBIT M

TO FRANCHISE DISCLOSURE DOCUMENT

STATE EFFECTIVE DATES

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

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws if an effective date is noted below for the state:

State	Effective Date
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Not registered
Rhode Island	Pending
South Dakota	Not Registered
Virginia	Pending
Washington	Pending
Wisconsin	Pending

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 N TO FRANCHISE DISCLOSURE DOCUMENT

RECEIPTS

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If The Now Franchise, LLC (“The Now Franchise”) offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make payment to, The Now or an affiliate in connection withthe proposed franchise sale.

New York requires that The Now Franchise gives you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relatesto the franchise relationship. Michigan requires that The Now Franchise give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration.

If The Now Franchise does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal TradeCommission, Washington, D.C. 20580 and your state agency listed in Exhibit A.

The Now Franchise, LLC authorizes the agents listed in Exhibit A to receive service of process on its behalf.

The franchise seller(s) offering this franchise is/are checked off below:

___ Jason Post, Jeffrey Platt, Gara Post, Jennifer Murphy, Meg Gannon, Kendra Spencer and Christina Dale, The Now Franchise, LLC, 8149 Santa Monica Boulevard, PMB 298, Los Angeles, California 90046, (310) 788-3445

___ ____
____

Issuance Date: October 17, 2024.

I have received a disclosure document dated October 17, 2024, that included the following exhibits:

EXHIBIT A	List of State Administrators; List of Agents for Service of Process.	EXHIBIT G	Sample Confidentiality and Non-Disclosure Agreement
EXHIBIT B	Franchise Agreement	EXHIBIT H	Sample General Release Agreement
EXHIBIT C	Development Agreement	EXHIBIT I	State Addenda
EXHIBIT D	Tables of Contents for Manual(s)	EXHIBIT J	Promissory Note
EXHIBIT E	List(s) of Current and Former Franchisees	EXHIBIT K	Commercial Security Agreement
		EXHIBIT L	Recourse Guaranty
EXHIBIT F	Financial Statements	EXHIBIT M	State Effective Dates
		EXHIBIT N	Receipt(s)

Date	Prospective Franchisee	Print Name
Date	Prospective Franchisee	Print Name

PLEASE SIGN AND DATE THIS PAGE AND RETAIN THIS PAGE IN YOUR POSSESSION AS PART OF YOUR RECORDS.

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If The Now Franchise offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make payment to, The Now or an affiliate in connection with the proposed franchise sale.

New York requires that The Now Franchise gives you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that The Now give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration.

If The Now Franchise does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal TradeCommission, Washington, D.C. 20580 and your state agency listed in Exhibit A.

The Now authorizes the agents listed in Exhibit A to receive service of process on its behalf.

The franchise seller(s) offering this franchise is/are checked off below:

___ Jason Post, Jeffrey Platt, Gara Post, Jennifer Murphy, Meg Gannon, Kendra Spencer and Christina Dale, The Now Franchise, LLC, 8149 Santa Monica Boulevard, PMB 298, Los Angeles, California 90046, (310) 788-3445

___ ____
____

Issuance Date: October 17, 2024.

I have received a disclosure document dated October 17, 2024, that included the following exhibits:

EXHIBIT A	List of State Administrators; List of Agents for Service of Process.	EXHIBIT G	Sample Confidentiality and Non-Disclosure Agreement
EXHIBIT B	Franchise Agreement	EXHIBIT H	Sample General Release Agreement
EXHIBIT C	Development Agreement	EXHIBIT I	State Addenda
EXHIBIT D	Tables of Contents for Manual(s)	EXHIBIT J	Promissory Note
EXHIBIT E	List(s) of Current and Former Franchisees	EXHIBIT K	Commercial Security Agreement
		EXHIBIT L	Recourse Guaranty
EXHIBIT F	Financial Statements	EXHIBIT M	State Effective Dates
		EXHIBIT N	Receipt(s)

____________	____________	____________
Date	Prospective Franchisee	Print Name

____________	____________	____________
Date	Prospective Franchisee	Print Name

PLEASE REMOVE THIS PAGE, SIGN AND DATE ABOVE, AND RETURN IT TO:
THE NOW FRANCHISE, LLC, 8149 SANTA MONICA BOULEVARD, PMB 298, LOS ANGELES, CALIFORNIA, 90046