

FRANCHISE DISCLOSURE DOCUMENT



SMILE SOURCE L.P.
a Texas Limited Partnership
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Kingwood, Texas 77339
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Email: contactus@smilesource.com
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Smile Source franchisees operate a dental office, in a specific territory, for routine dental treatments, conducting examinations to diagnose extensive implant, cosmetic and orthodontic elective health problems, using corrective tooth loss and esthetic measures such as dental prosthetic implant replacements or orthodontic and cosmetic corrections, and provide all other areas of dental care which dentists may be permitted by law to perform, including the retail sale of dental supplies.

There is no initial franchise fee. The total investment necessary to begin operation of a Smile Source franchise is \$60,500 to \$435,000 if you open a new office and \$27,800 to \$86,200 if you convert an existing office. None of this amount is paid to the franchisor or any 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 Smile Source L.P. at 23824 Highway 59 North, Kingwood, Texas 77339 and 888-890-9990.

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: April 6, 2020

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit A for information about the franchisor, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION IN HARRIS OR MONTGOMERY COUNTY, TEXAS OR BY MEDIATION AND ARBITRATION IN HARRIS COUNTY, TEXAS. OUT OF STATE LITIGATION, MEDIATION OR ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO SUE OR TO MEDIATE AND ARBITRATE WITH US IN TEXAS THAN IN YOUR HOME STATE.
2. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.
3. THE FRANCHISEE WILL BE REQUIRED TO MAKE AN ESTIMATED INITIAL INVESTMENT RANGING FROM \$60,500 TO \$435,000. THIS AMOUNT EXCEEDS THE FRANCHISOR'S STOCKHOLDERS EQUITY AS OF DECEMBER 31, 2019, WHICH IS \$144,333.

See the following page for state effective dates.

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, with the following effective dates:

STATE	EFFECTIVE DATE
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

In all other states, the effective date of this Franchise Disclosure Document is the issuance date of April 6, 2020.

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FRANCHISE DISCLOSURE DOCUMENT

EXHIBITS

EXHIBIT A	LIST OF STATE FRANCHISE LAW ADMINISTRATORS
EXHIBIT B	LIST OF AGENTS FOR SERVICE OF PROCESS
EXHIBIT C	SMILE SOURCE MARKETING, INC.'S AUDITED FINANCIAL STATEMENTS AS OF DECEMBER 31, 2019, 2018 AND 2017
EXHIBIT D	SMILE SOURCE MARKETING, INC.'S GUARANTY OF PERFORMANCE
EXHIBIT E-1	FRANCHISE AGREEMENT
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EXHIBIT H	SMILE SOURCE FRANCHISEES AS OF DECEMBER 31, 2019
EXHIBIT I	FRANCHISES THAT LEFT THE NETWORK DURING 2019
EXHIBIT J	ADDITIONAL STATE-REQUIRED DISCLOSURES
RECEIPT	<i>(Your copy)</i>
RECEIPT	<i>(Our copy)</i>

ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

This Franchise Disclosure Document describes Smile Source franchises. In this disclosure document, the terms specified below have the following meanings:

- (a) “We,” “Us,” “Our” and “Smile Source” means Smile Source L.P., the franchisor.
- (b) “You” and “you” means the person or entity who acquires the franchise. Unless stated otherwise, if you are a corporation, partnership or other entity, the term “You” and “you” does not include the individual owners of the corporation, partnership or other entity, who are referred to as the “Owners” or “owners.”
- (c) “Dental Care Center” means a franchised SMILE SOURCE[®] dental care center established and operated under the Franchise Agreement.
- (d) “Network” means, collectively, the network of independently owned and operated dental care centers who are members of the SMILE SOURCE[®] Franchised Network and those who are members of the Membership Network.
- (e) “SMILE SOURCE[®] Franchised Network” means the network of franchised Dental Care Centers.
- (f) “Membership Network” means the network of dental care centers established and operated under a Membership Agreement.

Smile Source

We are a Texas limited partnership formed on September 29, 2006. Our principal place of business is at 23824 Highway 59 North, Kingwood, Texas 77339. We have been operating under the “Smile Source” name since our inception. We do not do business under any names other than “Smile Source.”

The General Partner of Smile Source L.P. is Smile Source Management L.L.C. (“Smile Source Management”), a Texas limited liability company whose business address is the same as ours.

From its inception until April 2011, Smile Source and Smile Source Management were owned by Vision Source L.P. (“Vision Source”), a Texas limited partnership, that offers optical eye care center franchises under the “Vision Source” name and mark, with its principal place of business at 23824 Highway 59 North, Kingwood, Texas 77339. Effective April 2011, SSH Corporation (“SSH”) which is controlled by Brazos Equity Fund III, L.P. (“Brazos”), a Delaware limited partnership, acquired a majority ownership interest in Smile Source and Smile Source Management. Brazos maintains its principal place of business at 100 Crescent Court, Suite 1777, Dallas, Texas 75201. Brazos has the ability to select all seven members of our Board of Directors. However, by written agreement, two of the seven Directors must be selected from the current Smile Source management. The present members of the Board of Directors are as disclosed in Item 2 of this disclosure document.

We have franchised Dental Care Centers since December 2006. We have never owned or operated a Dental Care Center.

Smile Source’s Agent for Service of Process

Smile Source’s agent, if any, for service of process in your state is disclosed on the attached Exhibit B to this disclosure document.

The Smile Source Franchise

We have a distinctive system for (i) facilitating the exchange of information on best practices among independent dentists and dental industry experts regarding the management, operation, and promotion of a

Dental Care Center; (ii) arranging for price reductions (including discounts and rebates) from vendors supplying dental products and services based on the nationwide buying power of our Network; (iii) advertising, promotional and marketing programs, including the promotion and sale of dental care services and products; and (iv) offering programs relating to (i), (ii) and (iii) above. We refer to our distinctive methods, proprietary know-how and trade secrets related to the Dental Care Centers collectively as the “System”).

If you qualify, we may offer you the opportunity to establish and operate a Dental Care Center and to utilize the System and certain trademarks, service marks, logos and commercial symbols (“Names and Marks”) owned by Smile Source, as further described in Item 13, under the terms of our standard Franchise Agreement (“Franchise Agreement”). Our current form of Franchise Agreement is in Exhibit E-1 to this disclosure document.

As our franchisee, you must operate your Dental Care Center in a manner that will inform the public that your Dental Care Center is a member of the SMILE SOURCE® Franchised Network or, if you are not permitted by applicable State laws and regulations to operate under the SMILE SOURCE® name, as a “Member of the SMILE SOURCE® Network.” As our franchisee, you would have the right to select from the benefits and programs available to the Dental Care Centers in the SMILE SOURCE® Franchised Network but we do not guarantee you will be able to participate in all aspects of the System.

General Members

Beginning in 2015, we have implemented a membership program (“Membership Agreement”) whereby an independently owned and operated dental office can be established and operated under a Membership Agreement as a general member (“General Member”) of the Network and can utilize the System but with some important limitations. The Membership Agreement includes a provision that prohibits the General Member from use of the Names and Marks in any manner, including but not limited to any inclusion of or reference to the General Member’s office on any website or marketing materials that include any of the Names and Marks. In addition, in all dealings with third parties (including, without limitation, employees, suppliers, patients, customers, and government authorities), the General Member will identify the General Member’s office only with the General Member’s own business name. Although we refer to the Membership Agreement and General Members at various places in this disclosure document, this disclosure document is intended only for those who would become Smile Source franchisees.

Affiliates of Smile Source

We have affiliates that offer franchises or provide products or services to Smile Source franchisees.

Smile Source Marketing, Inc. (“Smile Source Marketing”), conducts the marketing activities for our franchisees in certain geographic areas, as described in this disclosure document (please see Item 11 for details). Vision Source Marketing has the same address we have.

DentistryUnchained.com, LLC (“Dentistry Unchained”) is a blog and a membership-based buying group for independent, private practice dentists. The organization uses their combined purchasing power to achieve favorable group pricing from vendors. Dentistry Unchained has the same address as Smile Source.

Until September 2015, VSH Corporation (“VSH”) was our affiliate and was also controlled by Brazos. VSH maintains its principal place of business at principal place of business at 23824 Highway 59 North, Kingwood, Texas 77339. A wholly owned subsidiary of VSH is Vision Source. Vision Source has offered franchises since August 1996 and had 3,023 franchises as of December 31, 2014. All of the shares of stock in VSH was sold to an unrelated third party in September 2015.

Neither we nor our affiliates have offered franchises in any other line of business.

Market and Competition

The market for dental care, both need driven and elective services, is highly competitive and continually evolving in reaction to the changes in health care delivery systems and related state and federal regulations. Your competitors will include other franchised Smile Source offices, General Member offices, independent dental care professionals, national and regional dental chains, national retail and wholesale chains that provide dental products and services, and sometimes mail order suppliers of similar products. You will likely face increased competition from health maintenance organizations.

Industry-Specific Laws or Regulations

The practice of dentistry is highly regulated in all states. If you are an individual, you must be a licensed dentist and the Dental Care Center must be under your direct supervision. If you are a corporate entity or a partnership, you must be wholly owned by one or more licensed dentist(s) and you must designate one individual licensed dentist to retain overall managerial control of the Dental Care Center.

You must comply with all Federal, State and local laws governing the operation of a Dental Care Center, and obtain all permits and licenses necessary to operate the Dental Care Center. Consult with independent legal counsel to determine the laws, rules and regulations to which you will be subjected to if you enter into this franchise.

ITEM 2 BUSINESS EXPERIENCE

President, Chief Executive Officer and Board Member: Trevor Maurer

Trevor Maurer joined us as Vice President of Business Development in November 2012 and in January 2014 he was elected President of Smile Source, in September 2015 he was elected as a Board Member of SSH and in December 2015 he was elected Chief Executive Officer of Smile Source.

Chief Financial Officer: Sherry L. Wilson

Sherry L. Wilson joined us as Chief Financial Officer in 2020. Prior to joining us, Ms. Wilson was Corporate Controller for Vision Source L.P. in Kingwood, Texas from January 2015 through January 2016 and was Vice President and Corporate Controller from February 2016 through October 2019. Before that, Ms. Wilson was Corporate Controller of John Moore Services, Inc. in Houston, Texas from May 2013 through December 2014.

Vice President, Business Development and Member Services: Jamie Cassidy

Jamie Cassidy joined Smile Source in March of 2016 as Business Development Manager, Northeast. In January 2018 she began serving as our National Director of Business Development and, in May, 2018 she was elected Vice President, Business Development and Member Services. Prior to that Ms. Cassidy was Vice President of Business Development for The Power Practice, in Franklin Lakes, New Jersey from March 2012 to March 2016.

Vice President, Vendor Relations: Tom Allmon

Thomas Allmon joined Smile Source in August of 2013 as Northwest Business Development Manager. In May 2017 he began serving as our Director of Vendor Relations and in January 2019 he was elected Vice President, Vendor Relations.

Vice President, Marketing: Ashley Newman

Ashley Newman joined Smile Source in April of 2016 as Director of Marketing and in January 2019 she was elected Vice President, Marketing. Prior to that, Ms. Newman was Marketing Director for DDS Lab, LLC in Tampa, Florida from October of 2012 to April of 2016.

BOARD OF DIRECTORS (In addition to Trevor Maurer listed above).

Board Member: Glenn D. Ellisor, O.D.

Glenn D. Ellisor, O.D., our founder, has served in many different management positions since our inception. Dr. Ellisor has served as a Director of SSH Corporation since November 2011 and Chairman since February 2013. Dr. Ellisor is also the founder of Vision Source and has served in many different management positions from its inception until his retirement from Vision Source management effective September 2018. He has served as a Director of VSH since April 2011 and Executive Chairman from August 2013 until September 2015 when he was elected Executive Officer. Since June 1991, Dr. Ellisor, a licensed optometrist, has owned and operated a VISION SOURCE® Office in Kingwood, Texas and since December 2015, Dr. Ellisor has owned and operated a second VISION SOURCE® Office in Kingwood, Texas.

Board Member: James M. Greenwood

James M. Greenwood joined us in January 2013 as President and Director of SSH and Senior Vice President and Chief Operating Officer of Smile Source until August 2013 when he was elected President and Chief Executive Officer of SSH and Smile Source and, beginning January 2014, he has continued as Chief Executive Officer of Smile Source until September 2015. Since June 2016, Mr. Greenwood has served on the Healthcare Associates of Texas, Inc. Board of Directors in Irving, Texas. Mr. Greenwood has served on the Platinum Dermatology Holdings, LLC Board of Directors in Dallas, Texas since November 2016. Mr. Greenwood was elected President and Chief Executive Officer of VSH and Vision Source in August 2013 and served in those positions until October 2019. From May 2011 until March 2017, Mr. Greenwood was a member of the Board of Managers of Epic/Freedom, LLC in Dallas, Texas and from June 2016 until December 2018, Mr. Greenwood was a member of the Board of Directors of Legacy Heart Care, LLC in Fort Worth, Texas.

Board Member: Jeff S. Fronterhouse

Jeff S. Fronterhouse has served as a member of the SSH Board of Directors since October 2011. He has also served as a Vice President of SSH since October 2011. He was a member of the VSH Board of Directors and Vice President of VSH from April 2011 until September 2015. Since 1999, Mr. Fronterhouse has also served as the co-Chief Executive Officer and partner of Brazos Private Equity Partners, L.L.C. in Dallas, Texas. Since January 2015, Mr. Fronterhouse has served as managing partner of Riata Capital Group in Dallas, Texas.

Board Member: Glenn W. Askew

Glenn W. Askew has served as a member of the SSH Board of Directors since October 2011 and as a member of the VSH Board of Directors from April 2011 until September 2015. He has also served as a Vice President of SSH since October 2011 and as Vice President of VSH from April 2011 until September 2015. He has served as a Managing Director for Brazos Private Equity Partners, L.L.C. in Dallas, Texas since May 2008. Since January 2015, Mr. Askew has been a partner of Riata Capital Group in Dallas, Texas.

Board Member: James J. Bradford

James J. Bradford has served as a member of the SSH Board of Directors since May 2017. Since June 2015, Mr. Bradford has served as a partner of Riata Capital Group in Dallas, Texas. Mr. Bradford previously served as an Operating CFO for CIC Partners, LLC based in Dallas, Texas from 2011 until May 2015.

**ITEM 3
LITIGATION**

No litigation is required to be disclosed in this Item.

**ITEM 4
BANKRUPTCY**

No bankruptcy is required to be disclosed in this Item.

**ITEM 5
INITIAL FEES**

We charge no initial fees to new franchisees. You are not required to pay any initial fees or any other initial payments to Smile Source. We reserve the right to charge initial fees in the future to new franchisees.

**ITEM 6
OTHER FEES**

Type of Fee	Amount	Due Date	Remarks
Royalty	Up to 2.00% of Gross Receipts, but currently 1.43% for new franchisees	The first day of the month following the month for which payment is made. Delinquent if not received by 45 days after end of calendar month for which payment was due.	See Footnote No. 1 and 2
Registration Fee for Attendees at Annual Meeting	\$299 registration fee for attendance at the annual meeting. Registration fee is per person, i.e. dentists, associates, staff members and family member, and covers meals for all paid attendees	At least two weeks before meeting	We pay for your meals at the annual meeting, if you choose to attend
Review of Financial Records	Cost of review	Upon billing	Payable only if review shows an understatement of Gross Receipts by the lesser of \$30,000 or 5% of the actual total Gross Receipts or if you did not timely provide us with your financial records
Insurance	Cost of Premiums	Upon billing	Payable to us only if you fail to provide the insurance coverages specified in the Franchise Agreement
Fees on Late Payments	\$25.00 for a payment that is received more than 5 days after the date payment was due	Upon billing	Our acceptance of late fees does not constitute waiver of the right to timely payment
Interest on Late Payments	1% per month or the highest rate allowed by applicable law, whichever is less	Upon billing	Interest is charged on accounts that are more than 90 days delinquent and interest is charged retroactive to the date payment was due. Our acceptance of interest does not constitute waiver of the right to timely payment
Fees on Dishonored Payments	\$35.00 for a payment that is returned or not honored by your bank	Upon billing	Our acceptance of fee does not constitute waiver of the right to timely payment

Type of Fee	Amount	Due Date	Remarks
Liquidated Damages	See Footnote 3	Within 30 days after date of termination	Subject to state law (see Exhibit J), payable if we terminate based on your default or your wrongful repudiation of the Franchise Agreement
Indemnification	Actual losses or expenses incurred by Smile Source	On demand	You must reimburse us and our officers, directors, shareholders, employees, agents, heirs, successors, assigns, and representatives for all costs we incur as a result of any claims arising directly or indirectly from the operation of your Dental Care Center, alleged professional errors or omissions, allegedly defective products, etc.

Footnote No. 1. The term “Gross Receipts” means all amounts received by your Dental Care Center, computed according to generally accepted accounting principles, minus “Allowable Sales Deductions” consisting of sales taxes and other similar taxes collected from patients or customers on the basis of sales transactions, the balance due on patients’ or customers’ unclaimed orders, reimbursements and price adjustments to insurance carriers and governmental agencies, cash refunds to patients or customers and money lost on returned checks.

Under the standard Franchise Agreement, we can charge a Royalty of 2% of Gross Receipts. However, if you sign the Franchise Agreement before we announce an increase to 2%, you will sign an addendum reducing the Royalty to the rate in effect at the time you sign the franchise agreement which, on the effective date of this disclosure document is 1.43% of Gross Receipts. The form of the addendum is in Exhibit E-2 to this disclosure document. Once we announce an increase to 2%, the addendum will not be offered to future franchisees. We will provide at least 30 days’ advance notice of the increase and we anticipate announcing the increase within a year after the original issuance date of this disclosure document.

Provided that you timely report your Gross Receipts and pay the Royalty fee due each month, the maximum Royalty due, during each successive 12 month period beginning on the Start Date, may be limited to \$33,000 (the “Royalty Cap”). If you are delinquent in reporting your Gross Receipts or paying the Royalty fee due, then the Royalty Cap will not apply for that 12 month period. If you have more than one Dental Care Center, the Royalty Cap will apply to each separate Dental Care Center, not the combined total, and each Dental Care Center must separately report its Gross Receipts for calculation and payment of the Royalty fee due each month. If you own and operate more than one Dental Care Center, the Royalty Cap for each additional Dental Care Center that you own and operate may be limited to \$8,400. To qualify for the Royalty Cap, you must provide written notice asserting your qualification for the Royalty Cap, provided any such qualification may not be for a date that is more than 12 months before the date of your written notice.

We allow for a reduced Royalty percentage for franchisees that qualify for certain special programs:

1. New Market Area Program. This program is for dentists whose dental care center is one of the first 5 dental care centers located in a new or expanding market area. Your “Market Area” is the area around your dental care center that is within 60 minutes driving time. In order to qualify as a “New Market Area,” the following criteria must be met:
 - a. The meeting place for the nearest local meeting of members of the SMILE SOURCE®

Franchised Network and Membership Network is not within your Market Area;
and,

- b. There are no existing members of the SMILE SOURCE® Franchised Network and Membership Network within your Market Area that have a Royalty rate greater than 1%;
and, at least one of the following apply:
- c. There are no existing members of the SMILE SOURCE® Franchised Network and Membership Network within your Market Area;
or,
- d. There are 4 or fewer existing or former members of the SMILE SOURCE® Franchised Network and Membership Network within your Market Area who either previously qualified for the New Market Area Program or who joined the SMILE SOURCE® Franchised Network or Membership Network when the regular Royalty rate was 1%.

If you qualify for the New Market Area Program, during the initial term and any renewal term of the Franchise Agreement, the Royalty fee will at the reduced rate of 1%.

- 2. Dental Lab Program – This program is for franchisees who own a bona fide dental laboratory that is in regular operation. A “dental laboratory” is defined as a laboratory that is owned by the franchisee, is located within the franchisee’s business premises, and has at least a functioning casting machine (to cast metal), ultrasonic cleaner, porcelain oven, dental furnace, empress/emax pressing unit, grinder, vibrator, lab drill, suck-down machine and a pressure pot. The “bona fide, regular operation” of a dental laboratory means a dental laboratory that is operated on a regular and consistent basis by the Franchisee and is an integral part of the Franchisee’s overall business operations. The Royalty fee for a new qualified franchisee will be reduced by 0.40% fee for as long as they meet the qualifications of the Dental Lab Program. If you cease to be qualified for the Dental Lab Program, you pay the Royalty fee rate that was in effect when you signed the Franchise Agreement, as described above for the standard program, beginning on the first day of the month following the month in which you cease to qualify for the Dental Lab Program. The Royalty fee for an existing franchisee who installs a qualified dental laboratory will be the lesser of (a) the Royalty fee stated in the existing franchisee’s Franchise Agreement, or (b) the applicable reduction, as stated in this paragraph, from the Royalty fee as described above for the standard program.
- 3. Multiple Office Program – This program is for franchisees and the franchisee’s owners who have a proportionate ownership interest in more than 2 Dental Care Centers. A “proportionate ownership interest” means either (a) the franchisee has a direct ownership of more than 2 Dental Care Centers; or (b) one or more of the franchisee’s owners have an ownership interest in more than 2 Dental Care Centers and, for each Dental Care Center, the respective ownership interest of each owner is not less than a proportionate interest in relation to any other owners of the Dental Care Center. The Royalty fee for a qualified new franchisee who has 3 or 4 Dental Care Centers will be reduced by 0.20% for as long as they continue to meet the qualifications of the Multiple Office Program with 3 or 4 Dental Care Centers. The Royalty fee for a qualified new franchisee who has 5 or more Dental Care Centers will be reduced by 0.40% for as long as they continue to meet the qualifications of the Multiple Office Program with 5 or more Dental Care Centers. If you cease to be qualified for the Multiple Office Program, you pay the Royalty fee rate that was in effect when you signed the Franchise Agreement, as described above for the standard program, beginning on the first day of the month following the month in which you cease to qualify for the Multiple Office Program. The Royalty fee for an existing franchisee who starts or acquires additional Dental Care Centers will be the lesser

of (a) the Royalty fee stated in the existing franchisee's Franchise Agreement, or (b) the applicable reduction, as stated in this paragraph, from the Royalty fee as described above for the standard program.

You should ask us if you qualify for a reduced Royalty percentage under any of the above programs.

If applicable laws do not permit amounts received for dental services to be included in the calculation of Gross Receipts for the purpose of paying the Royalty, then the term "Gross Receipts" will not include receipts from such services; and the Gross Receipts as calculated will instead be multiplied by two (2) to calculate the Royalty.

If, in the future, a legal determination is made by a government authority or by us upon advice of counsel, that the current method of calculating the Royalty does not conform to current law, then we will negotiate with you in good faith an alternative fee arrangement that would conform to the law and provide equivalent economic value to Smile Source. If you and we do not agree within 90 days, we can terminate the Franchise Agreement immediately upon written notice to you. All post-termination obligations of the parties will remain in effect.

Footnote No. 2. If you qualify for the termination of the Franchise Agreement during the 19th month of the initial term (see Franchise Agreement, Section 10.01(ii)), you may also qualify for a refund of a portion of the Royalty fees paid during the first 18 months of the initial term (the "Test Period"). To qualify, you must satisfy each of the following requirements to our reasonable satisfaction:

1. We have received your properly completed Notice of Election to Opt Out of Franchise Agreement (see Exhibit D in Franchise Agreement) at least 90 days before the requested opt out date.
2. You have not been and are not at that time in default, whether cured or not, of the Franchise Agreement or any other agreement with us or our subsidiaries and affiliates and you have timely paid all Royalty fees with the applicable monthly sales report in the manner we designate.
3. You must have attended at least one Smile Source Exchange conference in its entirety.
4. You must have attended at least two of our local, regional and/or state franchisee meetings that include your Office Territory.

If you qualify, the portion of the Royalty fees refunded will be the difference between the total Royalty fees you paid us for the Test Period less any discounts and rebates received by you from your dental supply purchases and dental lab purchases, under our vendor programs, during the Test Period. (See Exhibit E-2A to this disclosure document)

Footnote No. 3. If we terminate the Franchise Agreement based on your default or wrongful repudiation of the Franchise Agreement, you must pay us liquidated damages in an amount equal to the accrued Royalties during the immediately preceding 24 full calendar months or the number of months remaining in the term of the Franchise Agreement at the date of termination, whichever is less. If you have been operating the Dental Care Center for less than 24 months, then the amount will be the average monthly Royalty since the Start Date multiplied by 24. Notwithstanding the above formula, liquidated damages will not be less than \$1,000 per month. You must also pay any taxes assessed on the payment of liquidated damages.

Except as otherwise noted in Footnote 1, all fees in this Item are uniformly imposed on new franchisees and General Members. All fees in this Item are payable to Smile Source and are non-refundable except as stated in Footnote No. 2.

We may apply your payments to any past due debt you owe us regardless of how you say the payment

should be applied. We may deduct past-due amounts owed by you to Smile Source and our affiliates from any rebates we would otherwise distribute to you under the Cooperative Buying Program (see Item 8). If you do not pay all amounts when due, we may suspend all or part of our services and support, including your participation in the Cooperative Buying Program or other programs we offer in the System, until you cure the delinquency.

**ITEM 7
ESTIMATED INITIAL INVESTMENT**

YOUR ESTIMATED INITIAL INVESTMENT – NEW OFFICE

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee	None			
Architectural & Miscellaneous Site Improvement Changes (Note 1)	\$5,000 to \$300,000	As Incurred	Prior to Opening	Vendors
Leasing of Dental Care Center (deposit and first month's rent) (Note 1)	\$2,500 to \$6,000	As Incurred	Prior to Opening	Landlord
Signage	\$3,000 to \$10,000	As Incurred	Prior to Opening	Suppliers
Legal Fees	\$800 to \$1,200	As Incurred	As Incurred	Attorneys
Initial Inventories (Dental Supplies)	\$20,000 to \$40,000	As Incurred	As Incurred	Vendors
Point-of-Sale Computer & Accounting Set-up	\$2,000 to \$8,000	As Incurred	As Incurred	Vendors and Accounting Professional(s)
Office Equipment and Furniture	\$2,000 to \$10,000	As Incurred	As Incurred	Suppliers
Prepaid Expenses and Deposits	\$2,000 to \$3,000	As Incurred	As Incurred	Vendors & Utilities
Practice Development Expenses	\$2,000 to \$5,000	As Incurred	As Incurred	Suppliers
Insurance (initial premium) (Note 2)	\$1,200 to \$1,800	As Incurred	As Incurred	Insurance Company
Additional Funds – 3 Months (Note 3)	\$20,000 to \$50,000	As Incurred	As Incurred	Employees, Vendors & Suppliers
Total (Note 4)	\$60,500 to \$435,000			

YOUR ESTIMATED INITIAL INVESTMENT – EXISTING OFFICE

Type of Expenditures	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee	None			
Signage	\$3,000 to \$10,000	As Incurred	Prior to Opening	Suppliers

Type of Expenditures	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Inventories (Dental Supplies)	\$2,000 to \$20,000	As Incurred	As Incurred	Vendors
Legal Fees	\$800 to \$1,200	As Incurred	As Incurred	Attorneys
Practice Development Expenses	\$2,000 to \$5,000	As Incurred	As Incurred	Suppliers
Additional Funds – 3 Months (Note 3)	\$20,000 to \$50,000	As Incurred	As Incurred	Employees, Vendors & Suppliers
Total (Note 4)	\$27,800 to \$86,200 (Does not include real estate costs, if any)			

Notes to both Tables:

Note 1: Premises. You must pay for or provide financing for the leasing or purchase of real property and the construction or conversion of a building. Such variables as property cost, location, cost of construction, and local building codes make it difficult to estimate accurately the rental or purchase cost of real property. Smile Source franchises may have 1,200 to 5,000 or more square feet of leased space.

If the property is owned by a third party and leased, the rent for the first month is estimated to be \$2,500 to \$6,000 and the security deposit is usually equal to one month's rent. You may also incur site development and improvement costs (i.e., architectural and engineering fees, blueprint alteration costs, zoning and use costs, license fees, etc.) of up to \$300,000, particularly in a third party build-to-suit arrangement.

Note 2: Insurance. You must carry and maintain in full force and effect, with an insurer or insurers who will include Smile Source as an additional insured, insurance policy or policies of:

1. Professional errors & omissions insurance with minimum amounts of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
2. Product liability insurance with minimum amounts of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
3. General liability insurance in the minimum amount of \$1,000,000.

Each of these insurance policies must include a provision that the policy cannot be canceled without thirty (30) days' written notice to us. You must obtain all insurance policies from an insurance company of recognized responsibility with a rating of at least "AXII" by A.M. Best or a comparable rating by another rating agency approved by us.

Note 3: Additional Funds. The estimated amount is for license fees, salaries, business start-up and other overhead expenses payable during the first 3 months of business operations. Working capital needs will vary depending on numerous factors, and may vary beyond the low-high range in the table.

Note 4: Total. Smile Source relied on its 11 plus years of experience in the franchised dental care business to compile these estimates. You should review these figures carefully with a business advisor before deciding to purchase the franchise. Neither Smile Source nor its affiliates, will finance any part of your initial investment.

The above figures may vary and all costs may increase. Except as otherwise stated, all costs are normally payable to a third-party supplier and are usually incurred within 6 months of signing the Franchise Agreement. Except for the leasehold and utility deposits, the above expenditures are nonrefundable. You should review your lease agreement and utility company regulations to determine if any deposits are refundable and under what circumstances.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

We do not have specifications you must follow or designated suppliers or approved suppliers you must use for goods, services or real estate.

We negotiate purchasing arrangements with vendors of dental and other products and services to obtain price reductions (including discounts and rebates) for Smile Source franchisees based on the buying power of our Network. We refer to these arrangements as our “Cooperative Buying Program.” You are under no obligation to purchase from our suppliers or to participate in any price reductions, and we do not warrant or guarantee you will be allowed to participate in all aspects of the Cooperative Buying Program. By participating in the Cooperative Buying Program, you agree that all products and services you purchase under the Cooperative Buying Program will only be used and/or sold at your Dental Care Center and are not for resale other than in the ordinary course of your business with the general public. You also agree the participating vendors may disclose to us the details of the vendor’s transactions with you and your Dental Care Center including any other information that you have disclosed to the vendor. You also agree that all Cooperative Buying Program details and transaction data are subject to the confidentiality provisions in the Franchise Agreement. Since we do not have designated or approved suppliers or vendors, none of our officers have an ownership interest in any designated or approved suppliers or vendors.

Some suppliers and vendors in our Cooperative Buying Program will pay us revenue based on your purchases if you use them. In our sole discretion, we will pay a portion of that revenue to you and retain the balance as partial reimbursement for our administrative costs in obtaining and maintaining those purchasing arrangements and for handling the payments to the Smile Source franchisees; and/or (ii) use all or a portion of that revenue to defray the cost of local, regional and national meetings of Smile Source franchisees, sponsorship of marketing practice management consultants and seminars, and the Smile Source website. These vendor payments are not guaranteed and we have no way of knowing if vendor payments will be received. In connection with the Cooperative Buying Program, Franchisee understands, acknowledges, and agrees that Franchisor may enter into service agreements with various vendors, under which Franchisor will perform or provide certain marketing and promotional services (including, but not limited to, booth space at the annual meeting, newsletter and/or magazine sponsorships and website banners) to those vendors in return for fair market value fees.

During our fiscal year ended December 31, 2019, we did not derive any revenue from required purchases by franchisees. As noted above, all purchases under our Cooperative Buying Program are voluntary.

You must carry and maintain in full force and effect, with an insurer or insurers who will include Smile Source as an additional insured, insurance policy or policies of:

1. Professional errors & omissions insurance with minimum amounts of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
2. Product liability insurance with minimum amounts of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
3. General liability insurance in the minimum amount of \$1,000,000.

Each of these insurance policies must include a provision that the policy cannot be canceled without thirty

(30) days’ written notice to us. You must obtain all insurance policies from an insurance company of recognized responsibility with a rating of at least “AXII” by A.M. Best or a comparable rating by another rating agency approved by us.

Although we do not require you to purchase and use electronic cash register equipment or computer systems, you may want to utilize a computer hardware and software system to track purchases, sales and customer information. The decision on which, if any, computer hardware and software system to purchase and use in your business is completely in your discretion.

**ITEM 9
FRANCHISEE’S OBLIGATIONS**

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

Obligation	Section in Agreement	Disclosure Document Item
a. Site Selection and acquisition/lease	Not Applicable	Item 11
b. Pre-opening purchases/leases	Not Applicable	Item 5
c. Site development and other pre-opening requirements	Section 5.05 of Franchise Agreement	Items 7 and 11
d. Initial and ongoing training	Not Applicable	Item 11
e. Opening	Section 10.01(vi)(h) of Franchise Agreement	Item 17
f. Fees	Sections 4.01, 4.02 and 11(j) of Franchise Agreement	Items 5 and 6
g. Compliance with standards and policies/operating manual	Not Applicable	Item 11
h. Trademarks and proprietary information	Section 5.09 and Article 9 of Franchise Agreement	Items 13 and 14
i. Restrictions on products / services offered	Section 5.03 of Franchise Agreement	Items 8 and 16
j. Warranty and customer service requirements	Not Applicable	None
k. Territorial development and sales quotas	Not Applicable	None
l. Ongoing product/service purchases	Not Applicable	None
m. Maintenance, appearance and remodeling requirements	Section 5.06 of Franchise Agreement	None
n. Insurance	Section 5.02 of Franchise Agreement	Item 7
o. Advertising and Marketing	Section 5.09 of Franchise Agreement	Item 11
p. Indemnification	Article 12 of Franchise Agreement	Item 6
q. Owner’s participation / management /staffing	Section 2.02, 5.03 and 5.04 of Franchise Agreement	Items 1 and 15
r. Records and reports	Section 5.08 of Franchise Agreement	Items 6 and 11
s. Inspections and audits	Article 13 of Franchise Agreement	Item 6
t. Transfer	Article 8 of Franchise Agreement	Item 17
u. Renewal	Section 3.02 of Franchise Agreement	Item 17
v. Post-termination obligations	Article 11 of Franchise Agreement	Item 17

Obligation	Section in Agreement	Disclosure Document Item
w. Non-competition covenants	Section 5.10 of Franchise Agreement	Item 17
x. Dispute resolution	Article 14 of Franchise Agreement	Item 17
y. Compliance with laws	Section 5.04 of Franchise Agreement	Item 17
z. Non-Disclosure Agreement	Section 9.06 of Franchise Agreement	Item 15 and Exhibit G

**ITEM 10
FINANCING**

We do not offer direct or indirect financing. We do not guarantee your note, lease or any other financing obligations.

**ITEM 11
FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING**

Except as listed below, Smile Source is not required to provide you with any assistance.

Pre-opening Assistance. Before you open your Dental Care Center or convert your existing business to a Dental Care Center, we will:

1. Designate your territory. (Franchise Agreement Section 1.04) In certain circumstances we have approved two or more franchisees to operate Dental Care Centers utilizing the System and the Name and Marks within a portion of their designated territories but only upon the written consent of all franchisees physically located within that designated territory.
2. Provide information regarding your access to the System and the Cooperative Buying Program. (Franchise Agreement Section 6.01)

Site Selection. If you do not have an existing dental care center, you will select the site for your Dental Care Center. You may want to use our geospatial service offering to assist in your selection of the site for your location. We must approve the site you select. Among the factors we consider in approving sites are the specific location of the proposed site within the Territory, your reputation within the area, and the ability for the specific proposed site to provide the desired services and be equipped to provide patients with the standard of care for that region of the State. We have a reasonable period of time to approve or disapprove of the site you choose for your Dental Care Center. If we cannot agree on a site for your Dental Care Center, we will not sign a Franchise Agreement and you may not operate a Dental Care Center under the System and the Names and Marks. (Franchise Agreement Section 1.04)

Development Time. If you have an existing dental care center, the typical time between signing of the Franchise Agreement and the conversion to the Smile Source name and System will vary from immediately to 2 months. This period can be longer or shorter than 2 months depending on the remodeling necessary to convert your existing business and your ability to quickly obtain office supplies and signs.

If you do not have an existing dental care center, the typical time between signing of the Franchise Agreement and opening your Dental Care Center will vary from 2 to 6 months. This period can be longer or shorter depending on the construction work necessary, the financing needs of the business, building permits for the business, compliance with zoning and local ordinances, weather conditions, availability of products and your ability to quickly obtain office supplies and signs.

In both cases, the Franchise Agreement requires you open for business within 180 days after acceptance of the Franchise Agreement. (Franchise Agreement Section 10.01(vi)(h))

Ongoing Assistance. After you open your Dental Care Center or convert your business to a Dental Care Center, we will:

1. Administer the Cooperative Buying Program. You will be entitled to participate in price reductions (including discounts and rebates) on purchases through the Cooperative Buying Program, but any vendor may decide not to sell products or services to any franchisee. We do not guarantee you will be able to participate in all aspects of the System or Cooperative Buying Program. (Franchise Agreement Section 6.01)
2. Provide individual and/or Network-wide consultation and advice to you in the management and promotion of your Dental Care Center. You may decide, in your sole discretion, whether to follow our advice. We may provide consultation and advice in written materials, by postings on a web site, by telephone, in person at our office or your location, at franchisee meetings, or by any other means we choose. We will also facilitate the exchange of practice development ideas between our franchisees and others whose expertise may benefit the franchisees. (Franchise Agreement Section 7.01).
3. Make available for your use a limited amount of advertising and promotional material and services. These may include video and audiotapes, forms and templates, copy-ready print advertising materials, and miscellaneous point-of-sale items. Artwork may be provided in digital form. You must pay your own reproduction costs if you use this material. (Franchise Agreement Section 7.02)

Advertising. Except as described above, we do not have a central advertising or marketing program for the Network. You do not have to contribute to an advertising fund. We do not have a franchisee advisory council to advise us on advertising. You do not have to participate in a regional advertising cooperative. If you want to use any advertising or marketing material(s), that will include the Names and Marks, you must submit those materials for review and our approval prior to any use.

Electronic Equipment and Computers. We do not require that you acquire and use any specified electronic cash register equipment or computer system. If you acquire and use an electronic cash register or computer system, we will not have independent access to any information and data on your computer system.

Training. As stated in Item 1 of this disclosure document, the Dental Care Center must be under the supervision and managerial control of a licensed dentist. We do not provide any formal or informal training. We currently conduct a three-day annual meeting at which speakers and participants share valuable information and materials. Attendance is voluntary and our current registration fee is \$299.00 per member doctor, subject to change in our discretion. We will make available some of your meals at the annual meeting without charge. However, you must pay your own travel, lodging and other incidental expenses if you choose to attend. If you bring employees or family members with you to the annual meeting, we charge a fee sufficient to cover our cost for their meals.

Operations Manual. We do not have an operating manual. Because the Dental Care Center must be under the supervision and managerial control of a licensed dentist and we do not engage in the corporate practice of dentistry, we have not developed a franchisee guide or any other manual(s).

ITEM 12 TERRITORY

Each Franchise Agreement is granted for a specific business address (the “Designated Location”). If you have an existing dental office, we anticipate that the Designated Location will be the site of your existing dental office. If you do not have an existing dental office, you must obtain our approval of your initial location. We will not unreasonably withhold approval.

You must operate the Dental Care Center only at the Designated Location. If you wish to relocate the Dental Care Center, the address of a new Designated Location must be approved by both parties. We will

not withhold our consent to relocation within the Territory (as defined below) unless we believe that the proposed new location might have an unreasonably adverse effect on another current or prospective SMILE SOURCE® franchisee or damage the goodwill associated with the Names and Marks. Our consent to any such change, whether inside or outside the Territory, may be conditioned upon an amendment to modify the Territory. We will consider allowing relocation outside the original Territory only if: (a) the amended Territory does not extend into another current or prospective franchisee's Territory (or we obtain the other franchisee's consent), and (b) amending the Territory would not interfere with any pending grant of a franchise or Membership Agreement to another dentist. If you change the location of your Dental Care Center, whether within or outside your Territory, without first obtaining our written consent, we may either (i) consent to the new location of your Dental Care Center and, in our discretion, modify your Territory by written notice to you, or (ii) terminate your Franchise Agreement.

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

You will receive certain, limited territorial protections described below.

We will define an area around the Designated Location (the "Territory") within which we will not establish or franchise others to establish a Dental Care Center providing general dentistry services under the Names and Marks. Before you execute the Franchise Agreement, you and Smile Source will agree on your Territory, expressed in relation to the centerlines of highways, streets and boundary lines, or some other mutually agreeable method. We do not have a minimum or maximum area we will assign as a Territory; rather, the size of your Territory will depend upon the demographic information for the proposed Territory and also the area within which you would reasonably be expected to draw patients and customers to your Dental Care Center.

The Territory is subject to some important limitations:

1. In certain circumstances, we have approved two or more franchisees to operate Dental Care Centers providing general dentistry services within the same Territory or portion of the same Territory but only upon the written consent of all franchisees who will be sharing that designated Territory.
2. We retain the right to grant franchises to dental specialists (oral surgeons, endodontists, orthodontists, pedodontists, periodontists, prosthodontists and other certified or accredited dental specialists) to use the System under the Name and Marks in Dental Care Centers anywhere inside your Territory.
3. If your Franchise Agreement expires, we have the right to establish or franchise other Dental Care Centers in your Territory even if we accept a Royalty payment from you after your Franchise Agreement has expired and even if we have not announced the expiration of your Franchise Agreement to the suppliers in the Cooperative Buying Program.
4. If you default under your Franchise Agreement and your default continues after written notice from us and beyond any applicable cure period, and we elect not to terminate your Franchise Agreement during the remainder of the initial term and any renewal terms, we have the right to establish or franchise other Dental Care Centers in your Territory even if your default is subsequently cured.
5. We and other franchisees and General Members have the right to conduct general advertising, direct and indirect sales, marketing and promotional programs anywhere, including within your Territory, as permitted by state law.
6. During the term of your Franchise Agreement, we may grant Membership Agreements in your Territory, however, the Membership Agreement will prohibit the General Member from using the Names and Marks in any manner.

7. If you renew your Franchise Agreement for one or more renewal term(s), the renewal franchise agreement may have materially different terms and conditions from your expiring contract, including but not limited to the definition of the Territory.

All Smile Source franchisees and General Members have the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales outside his or her territory. Therefore, you may solicit business from any patient or customer, irrespective of the location of the patient or customer, and we or any other franchisee and General Member may directly or indirectly solicit business from any patient or customer, even if the patient or customer is in your Territory. Neither you, Smile Source nor any General Member will receive any compensation for the direct or indirect solicitation of patient(s) and customer(s) within your Territory.

For your first franchise with us, You will have a nontransferable option during the initial 5 year term of the Franchise Agreement and any renewals terms to obtain up to 2 additional Dental Care Center franchises, as permitted by law, at locations we approve which are outside any available Territory granted to you, under the same terms and conditions for the payment of Royalty Fees as in your first Franchise Agreement, except the reduced Royalty fees for the new graduate program described in Item 6 will not apply for any additional Dental Care Center franchises. This option may be exercised only if you own 50% or more of the ownership interest in the additional Dental Care Center and you are not in default of your Franchise Agreement. You are not granted any options, rights of first refusal or similar rights to acquire additional franchises or any other rights to establish additional Dental Care Centers.

We and our affiliates retain the right to establish franchise networks and grant franchises, under other names and marks, inside or outside the Territory. However, neither we nor our affiliates operate, nor do we have any present plans to operate or franchise or license the operation of, any business selling similar goods or services under different trade names or trademarks.

We and our affiliates retain the right to sell goods through mail order, catalog sales, telemarketing, Internet, television, newspaper, and any other advertising media to consumers located anywhere, including within your Territory. However, neither we nor our affiliates offer such sales, nor do we have any present plans to conduct such sales or operate any business selling goods in such manner.

The continuation of your territorial rights is not dependent upon achievement of any certain sales volume, market penetration or other contingency.

ITEM 13 TRADEMARKS

Under the Franchise Agreement, we will grant you the right to operate a Dental Care Center under the name "SMILE SOURCE[®]." If you are not permitted by applicable State laws and regulations to operate under the SMILE SOURCE[®] name, then you may operate, as permitted by law, the Dental Care Center as a "Member of the SMILE SOURCE[®] Network."

We have registered the following Names and Marks on the Principal Register of the U.S. Patent and Trademark Office:

SMILE SOURCE
Reg. No. 3839406 Granted August 24, 2010
Renewed November 17, 2019


Reg. No. 4158866 Granted June 12, 2012



Reg. No. 4158931 Granted June 12, 2012

We have filed all affidavits required to date for these Names and Marks with the United States Patent and Trademark Office.

We also claim any and all common-law rights to the trademarks and service marks listed above, which we have used in interstate commerce.

You must notify us immediately when you learn of any infringement or unauthorized use of Smile Source's Names and Marks, and of a trademark identical to or confusing similar to a trademark we have licensed to you. We have the sole right to control any administrative proceedings or litigation involving a trademark licensed by Smile Source to you. We will take the action appropriate in our sole discretion. We are not required to protect you against infringement or unfair competition claims arising out of your use of the Names and Marks, or to participate in your defense or indemnify you.

Your use of the Names and Marks and any goodwill associated with the Names and Marks is to Smile Source's benefit. Other than as set forth in the Franchise Agreement, you obtain no other rights to the Names and Marks. You retain no rights in the Names and Marks upon the expiration or termination of the Franchise Agreement.

You agree to use the Names and Marks in a manner that will inform the public that the Dental Care Center is part of the SMILE SOURCE® Franchised Network. You agree to follow any written guidelines we provide concerning your use of the Names and Marks. You also agree to include the "®" symbol wherever you use the Names and Marks in your Dental Care Center.

There are no currently effective determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeals Board, the trademark administrator of any state or any court relating to our principal Names and Marks. There are no pending interference, opposition, or cancellation proceedings nor any pending material litigation involving the Names and Marks.

There are no agreements in effect which significantly limit our rights to use, franchise or license the use of the Names and Marks.

We know of no superior prior rights or infringing uses which could materially affect your use of the Names and Marks.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We own no patents or pending patent applications material to the franchise. We have not registered any copyrights, but we claim unregistered copyrights in the Franchise Agreement itself and in our sales, marketing, promotional and other materials.

The Franchise Agreement requires you to maintain as confidential, both during and for 3 years after the term of the Franchise Agreement, any confidential information, knowledge, or know-how concerning Smile Source, the System or the operation of the Dental Care Center you or your owners may have learned by the franchise relationship including, but not limited to, the terms and conditions of offers by vendors under the Cooperative Buying Program. You may divulge confidential information only to your employees or agents who must have access to it to operate the Dental Care Center, and those employees and agents must be instructed not to divulge confidential information. See Item 15 below concerning your obligations to obtain confidentiality and non-competition agreements from persons involved in the business.

You must promptly notify us if you learn about any unauthorized use of our copyrighted materials or

proprietary information. We have no obligation to take any action in response to this notice. We will take the action we determine, to be appropriate. If your Franchise Agreement terminates you must immediately cease use of and return all proprietary information to us.

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

You, if you are an individual, or all your owners, if you are a professional entity, must be licensed dentists in good standing. You or one of your owners must exercise personal on-premises supervision over the Dental Care Center.

You will be responsible for all business and management decisions for your dental practice. We will not interfere with your professional judgment. We will not assert ownership in your dental practice, patient medical records or medical equipment. You will be fully responsible for all aspects of your dental practice, including but not limited to the selection of employees, contractors, inventory and medical equipment, coding and billing procedures, decisions regarding patient care or any patient’s need for referrals to other health care practitioners, and your hours of practice.

Each individual who has an ownership interest in the franchisee entity must sign a guaranty of the company’s obligations under the Franchise Agreement. Our current form of guaranty is in Exhibit F to this disclosure document.

You must instruct your employees and agents to not divulge any confidential information, knowledge, or know-how concerning the System or the operation of the Dental Care Center. Our current form of Nondisclosure Agreement to Protect Release of Confidential Information is in Exhibit G to this disclosure document.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Smile Source franchisees must offer primary dental care services and sell dental supplies and products. As long as your services and products are of high standards and of a style, appearance and quality suited to the protection and enhancement of the Names and Marks, you may sell any lawful services, products or supplies you desire.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 3.01	60 calendar months from the start date of the Franchise Agreement.

Provision	Section in Franchise Agreement	Summary
b. Renewal or extension of the term	Section 3.02	You can renew for additional term(s) of 60 calendar months each, unless we have announced a decision to stop franchising or withdraw from doing business in the geographic area of your Dental Care Center. Our acceptance of a Royalty payment after the expiration of your Franchise Agreement does not constitute our approval or acceptance of a renewal or extension of the term.
c. Requirements for franchisee to renew or extend	Section 3.02	Requirements include: Not in default; pay all sums due; have not been delinquent with monthly sales reports and monthly Royalty fees more than once during any 12-month period; submit renewal application at least 3 months before end of term; sign new franchise agreement; and sign a release. The renewal franchise agreement may have materially different terms and conditions from your expiring contract, including but not limited to the definition of Territory.
d. Termination by franchisee	Section 10.01(ii) and (iii)	You can terminate without cause in the 19th full calendar month of the initial term if you give us at least 90 days written notice in the form of Exhibit D in the Franchise Agreement and you satisfy the conditions stated in the written notice form. You can terminate if we fail to cure within allowed cure period following your written notice of default.
e. Termination by franchisor without “cause”	None	None, except that Franchise Agreement terminates without cause when the term expires.
f. Termination by franchisor with “cause”	Section 10.01(iv), (v) and (vi)	We can only terminate for cause. However, if we have given you notice of a default, we can suspend our services and support, including your participation in the System and the Cooperative Buying Program, until you cure the default.
g. “Cause” defined – curable defaults	Section 10.01(iv) and (v)	<u>You have 15 days to cure for:</u> failure to pay any amount due; failure to submit the financial reports required by the Franchise Agreement; or making of false statements in the financial statements. <u>You have 60 days to cure for:</u> failure to comply with other provisions of the Franchise Agreement; failure to satisfy a final judgment over \$5,000; foreclosure of any lien or mortgage relating to the franchised business; loss or suspension of the professional license of the person performing dental care services; loss of other licenses and/or permits necessary for operation of the business; you fail to operate all of your dental offices as franchised Smile Source offices unless the Territory for the office is not currently available, but the office must become a franchised Smile Source office if the Territory becomes available at a later date.

Provision	Section in Franchise Agreement	Summary
h. "Cause" defined – non-curable defaults	Section 10.01(vi)	<p><u>Non-curable defaults:</u> you materially and substantially impair the goodwill associated with the Names and Marks; you or your owners use the System or Names and Marks at a similar office without our written authorization; you commit the same default twice in a 12-month period; you act without a required approval from us; you or your owners breach the confidentiality provisions; bankruptcy proceedings are initiated by or against you (see Note 1); you are adjudicated a bankrupt or insolvent; a final court or governmental agency or department order is issued against you that causes you to cease or materially restrict the operation of the Franchised Business; you fail to open the Dental Care Center within 180 days after the start date of the Franchise Agreement; you close the business for any period in excess of 30 days; you violate the transfer restrictions contained in the Franchise Agreement; any administrative or judicial proceeding is commenced against you or your professional staff and the proceeding is not dismissed within 60 days; you or your professional staff are convicted of or plead guilty or no contest to any crime punishable by imprisonment for more than 1 year; or you submit a false report to us.</p>
i. Franchisee's obligations on termination/nonrenewal	Article 11	<p>Among other things, you must: immediately cease using the System and the Names and Marks; return any materials bearing the Names and Marks; pay all amounts due to Smile Source; change the telephone number(s) advertised for the Dental Care Center unless you timely pay your pro-rata share of the charges for the advertisement; cancel or terminate any assumed names, internet domain names, email addresses and social media which contain any of the Names and Marks; and notify all vendors and suppliers in the Cooperative Buying Program; notify every payer under any insurance plan or managed care program in which you participate. Subject to state law (see Exhibit J), you must also pay us liquidated damages if termination was based on your default or repudiation of the Franchise Agreement. If we terminate the Franchise Agreement based on your uncured default, we may elect to terminate any other agreement that we or any of our affiliates have with you or any of your affiliates relating to the same Dental Care Center or to any other dental office(s).</p>
j. Assignment of contract by franchisor	Section 17.12	<p>We can assign without your consent, provided that we reasonably believe that the assignee can perform our obligations under the Franchise Agreement and the assignee expressly agrees to assume those obligations.</p>

Provision	Section in Franchise Agreement	Summary
k. "Transfer" by franchisee – definition	Section 8.01	"Transfer" means a transfer of all or any part of your interest in the Franchise Agreement; any direct or indirect ownership interest in Franchisee; or substantially all of the assets of the Office. The term "Control Transfer" means any Transfer which would result in a change in control of Franchisee or in Franchisee's or any Owner's control of the Office.
l. Franchisor approval of transfer by franchisee	Section 8.02, 8.03 and 8.05	We have the right to approve all Transfers, except that no approval is required for a Transfer from a named owner Doctor to another named owner Doctor, for a Transfer by an owner Doctor to an associate Doctor that you have employed for at least 3 months, or for a Transfer to a member of the owner Doctor's family. For Transfers subject to our approval, we may disapprove if, in our sole discretion, the proposed transferee is a person or entity which does not meet our then-current qualifications for new Smile Source franchise applicants or general membership applicants in the Network. Our failure to disapprove within 30 days after receipt of your written notice and all other required information about the proposed Transfer is deemed to be our approval of the Transfer, subject to satisfaction of the conditions in "m" below.
m. Conditions for franchisor's approval of transfer	Section 8.04, 8.05 and 8.06	You must deliver written notice at least 60 days before the effective date of any proposed Control Transfer and at least 30 days before the effective date of any other proposed Transfer. If we do not disapprove the proposed transferee, requirements to complete the Transfer include: new franchisee signs new franchise agreement (Control Transfer Only); new owners sign guaranty; you sign a special release of claims against us; you pay all amounts owed to us and cure other defaults; you complete approved Transfer within 90 days. Royalty rate will remain the same but all other terms of franchise agreement may change, including but not limited to the definition of the Territory.

Provision	Section in Franchise Agreement	Summary
n. Franchisor's right of first refusal to acquire franchisee's business	Section 8.08	For any proposed Control Transfer that is not within Section 8.02, we or our assignee have the right to match the purchase price offered by the proposed transferee and to substitute ourselves as the buyer in the transaction. Any "no shop" or similar commitment you make to any third party will not apply. We do not have to match non-price terms offered by the proposed transferee (such as post-closing employment terms, non-compete terms, escrow amounts and time periods, etc.), provided that we offer reasonably equivalent economic value overall. If the prospective transferee's purchase price includes any non-cash consideration (e.g., equipment or real estate), we can substitute the reasonable equivalent in cash (using a jointly named independent appraiser, if you and we cannot agree on the reasonable equivalent in cash within a reasonable time).
o. Franchisor's option to purchase franchisee's business	None	Not applicable.
p. Death or disability of franchisee	Section 8.07	Transfers upon death, disability or mental incompetency will be subject to the same conditions as any other proposed Transfer. If your heirs or named successors don't qualify, your executor, administrator or personal representative must complete a Transfer to someone else within 6 months.
q. Non-competition covenants during the term of the franchise	Section 5.10	You may not operate another dental office at any location inside or outside the Territory except under a separate franchise agreement with us. If you have another dental office that cannot be a Smile Source office because it is located within another Smile Source franchisee's territory, then you may operate the other dental office, provided that (i) it does not use the System or the Names and Marks; (ii) the office and office address are not listed in any advertisements containing all or any part of the Names and Marks or on any website, stationary or other business materials used in connection with the Franchised Business; (iii) the other office does not participate in any benefits under our Cooperative Buying Program; and (iv) if the territory becomes available at a later date, you enter into a separate franchise agreement with us for the office.
r. Non-competition covenants after the franchise is terminated or expires	None	No restriction on operating a Dental Care Center; however, for 3 years following nonrenewal, termination, or an approved transfer, you may not use Confidential Information to negotiate special pricing and/or purchase concessions from any vendor, whether or not that vendor is participating in our Cooperative Buying Program.

Provision	Section in Franchise Agreement	Summary
s. Modification of the agreement	Section 6.02 and 17.04	We can amend Exhibit E in the Franchise Agreement (Administrative Fee Exceptions) either by sending you a revised Exhibit E (including by electronic mail) and/or by posting the revised Exhibit E on the vendor page of the Smile Source member portal. All other amendments must be in writing and signed by you and us.
t. Integration/merger clause	Section 17.03	Only the terms of the Franchise Agreement are binding (subject to state law; see Exhibit J). Any other promises may not be enforceable. However, this clause will not be treated as a disclaimer of our representations in this disclosure document.
u. Dispute resolution by arbitration or mediation	Article 14	All disputes must be submitted to mediation and arbitration, except for collection actions, actions to preserve the status quo pending arbitration, and actions for declaratory relief or preliminary and permanent injunctive relief to protect our intellectual property and confidential information and to enforce your post-termination obligations.
v. Choice of forum	Article 14	Subject to state law (see Exhibit J), all mediation and arbitration must be conducted in Harris County, Texas and any litigation permitted by the agreement must be conducted in Harris County or Montgomery County, Texas.
w. Choice of law	Section 14.05	Except to the extent governed by Federal law, the law of the state where the Dental Care Center is located applies.

Note 1 – Termination based on your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

**ITEM 18
PUBLIC FIGURES**

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

**ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS**

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

We do not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the

franchisor’s management by contacting us at 23824 Highway 59 North, Kingwood, Texas 77339, Attn: President, or by email to Legal@SmileSource.com or by phone to (281) 359-2344 or (888) 890-9990, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20
OUTLETS AND FRANCHISEE INFORMATION**

**Item 20 - Table No. 1
Systemwide Outlet Summary
For Years 2017 to 2019**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2017	470	562	92
	2018	562	623	61
	2019	623	734	111
Company-Owned	2017	0	0	0
	2018	0	0	0
	2019	0	0	0
Total Outlets	2017	470	562	92
	2018	562	623	61
	2019	623	734	111

Smile Source has no company-owned Dental Care Centers.

**Item 20 - Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2017 to 2019**

State	Year	Number of Transfers
Kansas	2017	0
	2018	1
	2019	0
Michigan	2017	0
	2018	0
	2019	1
Minnesota	2017	1
	2018	1
	2019	0

State	Year	Number of Transfers
Washington	2017	1
	2018	0
	2019	1
Total	2017	2
	2018	2
	2019	2

**Item 20 - Table No. 3
Status of Franchised Outlets
For Years 2017 to 2019**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Alabama	2017	9	0	2	0	0	0	7
	2018	7	0	0	0	0	0	7
	2019	7	0	0	4	0	0	3
Alaska	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	2	0	0	0	0	2
Arkansas	2017	6	1	0	0	0	0	7
	2018	7	4	0	0	0	0	11
	2019	11	6	0	0	0	0	17
Arizona	2017	9	2	2	0	0	0	9
	2018	9	0	0	0	0	1	8
	2019	8	0	0	0	0	1	7
California	2017	21	8	1	0	0	0	28
	2018	28	0	2	0	0	1	25
	2019	25	4	1	1	0	0	27
Colorado	2017	29	11	6	0	0	2	32
	2018	32	3	0	0	0	6	29
	2019	29	2	2	1	0	1	27
Connecticut	2017	4	3	0	0	0	0	7
	2018	7	2	0	0	0	0	9
	2019	9	1	1	0	0	1	8
Florida	2017	15	20	9	0	0	0	26
	2018	26	8	1	0	0	8	25
	2019	25	6	1	1	0	0	29
Georgia	2017	36	7	2	1	0	2	38
	2018	38	14	0	0	0	2	50
	2019	50	30	0	2	0	1	77

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Hawaii	2017	3	0	0	0	0	0	3
	2018	3	0	0	0	0	0	3
	2019	3	0	0	0	0	0	3
Idaho	2017	5	2	0	0	0	0	7
	2018	7	2	0	0	0	0	9
	2019	9	1	1	0	0	0	9
Indiana	2017	1	11	0	0	0	0	12
	2018	12	1	0	0	0	3	10
	2019	10	3	0	0	0	0	13
Iowa	2017	0	5	0	0	0	0	5
	2018	5	0	0	0	0	0	5
	2019	5	3	0	0	0	0	8
Illinois	2017	9	4	1	0	0	0	12
	2018	12	5	0	0	0	2	15
	2019	15	1	1	0	0	0	15
Kansas	2017	2	0	0	0	0	0	2
	2018	2	1	0	0	0	0	3
	2019	3	6	0	0	0	0	9
Kentucky	2017	1	0	0	0	0	1	0
	2018	0	1	0	0	0	0	1
	2019	1	1	0	0	0	0	2
Louisiana	2017	5	2	0	0	0	1	6
	2018	6	3	0	0	0	0	9
	2019	9	1	1	0	0	1	8
Maryland	2017	2	0	0	0	0	0	2
	2018	2	6	0	0	0	0	8
	2019	8	7	0	0	0	0	15
Massachusetts	2017	3	0	0	0	0	0	3
	2018	3	1	0	0	0	0	4
	2019	4	3	0	0	0	0	7
Michigan	2017	10	2	1	0	0	0	11
	2018	11	8	0	0	0	1	18
	2019	18	12	1	2	0	0	27
Minnesota	2017	14	7	1	0	0	0	20
	2018	20	5	1	0	0	1	23
	2019	23	2	3	0	0	0	22
Mississippi	2017	0	7	0	0	0	0	7
	2018	7	15	0	0	0	2	20
	2019	20	7	1	0	0	0	26

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Missouri	2017	8	3	2	0	0	0	9
	2018	9	2	0	0	0	0	11
	2019	11	3	1	0	0	0	13
Montana	2017	3	1	3	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	1	0	0	0	0	2
Nebraska	2017	0	2	0	0	0	0	2
	2018	2	0	0	0	0	0	2
	2019	2	2	1	0	0	0	3
Nevada	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	1	0	0	0	0	2
New Hampshire	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
New Jersey	2017	6	1	1	0	0	0	6
	2018	6	1	0	0	0	0	7
	2019	7	4	0	0	0	0	11
New Mexico	2017	0	1	0	0	0	0	1
	2018	1	2	0	0	0	1	2
	2019	2	0	0	0	0	0	2
New York	2017	12	7	0	0	0	0	19
	2018	19	5	1	0	0	8	15
	2019	15	2	4	2	0	2	9
North Carolina	2017	4	1	0	0	0	0	5
	2018	5	4	0	0	0	0	9
	2019	9	0	1	0	0	0	8
Ohio	2017	14	6	0	0	0	0	20
	2018	20	2	0	0	0	3	19
	2019	19	4	1	0	0	0	22
Oklahoma	2017	17	5	0	0	0	1	21
	2018	21	3	0	1	0	0	23
	2019	23	4	0	2	0	2	23
Oregon	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
	2019	2	1	0	0	0	0	3
Pennsylvania	2017	7	4	1	0	0	0	10
	2018	10	5	0	0	0	2	13
	2019	13	12	0	0	0	0	25

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Rhode Island	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
South Carolina	2017	1	2	0	0	0	0	3
	2018	3	0	0	0	0	0	3
	2019	3	7	0	0	0	0	10
Tennessee	2017	37	15	6	0	0	1	45
	2018	45	7	0	2	0	1	49
	2019	49	9	1	1	0	0	56
Texas	2017	93	12	3	1	0	3	98
	2018	98	16	5	6	0	8	95
	2019	95	25	4	11	0	1	104
Utah	2017	3	1	1	0	0	0	3
	2018	3	2	0	0	0	1	4
	2019	4	1	0	0	0	0	5
Vermont	2017	0	1	0	0	0	0	1
	2018	1	0	1	0	0	0	0
	2019	0	0	0	0	0	0	0
Virginia	2017	8	3	0	0	0	4	7
	2018	7	1	0	0	0	2	6
	2019	6	1	0	0	0	0	7
Washington	2017	65	2	7	0	0	2	58
	2018	58	11	0	4	0	6	59
	2019	59	3	2	3	0	0	57
West Virginia	2017	0	1	0	0	0	0	1
	2018	1	1	0	0	0	0	2
	2019	2	0	0	0	0	0	2
Wisconsin	2017	4	1	0	0	0	0	5
	2018	5	1	0	0	0	0	6
	2019	6	1	0	0	0	0	7
District of Columbia	2017	0	0	0	0	0	0	0
	2018	0	1	0	0	0	0	1
	2019	1	0	0	0	0	0	1
Total	2017	470	161	49	2	0	17	563
	2018	563	143	11	13	0	59	623
	2019	623	179	28	30	0	10	734

**Item 20 - Table No. 4
Status of Company-Owned Outlets
For Years 2017 to 2019**

Smile Source has no company-owned Dental Care Centers.

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Totals for All States	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0

Item 20 - Table No. 5
Projected New Franchised Outlets
As of December 31, 2019

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchise Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
Alabama	0	3	0
Alaska	0	2	0
Arizona	0	7	0
Arkansas	0	8	0
California	0	10	0
Colorado	0	6	0
Connecticut	0	4	0
Delaware	0	3	0
Florida	0	15	0
Georgia	0	6	0
Hawaii	0	2	0
Idaho	0	3	0
Illinois	0	10	0
Indiana	0	10	0
Iowa	0	4	0
Kansas	0	6	0
Kentucky	0	2	0
Louisiana	0	4	0
Maine	0	1	0
Maryland	0	6	0
Massachusetts	0	6	0
Michigan	0	4	0
Minnesota	0	5	0
Mississippi	0	8	0
Missouri	0	1	0
Montana	0	0	0
Nebraska	0	2	0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchise Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
Nevada	0	2	0
New Hampshire	0	1	0
New Jersey	0	4	0
New Mexico	0	0	0
New York	0	2	0
North Carolina	0	2	0
North Dakota	0	0	0
Ohio	0	4	0
Oklahoma	0	4	0
Oregon	0	2	0
Pennsylvania	0	3	0
Rhode Island	0	0	0
South Carolina	0	2	0
South Dakota	0	0	0
Tennessee	0	3	0
Texas	0	4	0
Utah	0	2	0
Vermont	0	0	0
Virginia	0	2	0
Washington	0	4	0
West Virginia	0	1	0
Wisconsin	0	0	0
Wyoming	0	0	0
District of Columbia	0	0	0
Total	0	180	0

Exhibit H to this disclosure document is a list of all Smile Source franchisees in the U.S.A. as of December 31, 2019 and the addresses and telephone numbers of their Dental Care Centers.

Exhibit I to this disclosure document is a list of every Smile Source franchisee who had an outlet terminated, cancelled, not renewed, or who otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during calendar year 2019, or who has not communicated with Smile Source within 10 weeks of the issuance date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last 3 fiscal years, we have not signed any confidentiality clauses with current franchisees which would restrict them from speaking openly with you about their experience with Smile Source. In some instances, former franchisees have signed provisions restricting their ability to speak openly about their experience with Smile Source. You may wish to speak with current and former franchisees, but be aware that not all former franchisees will be able to communicate with you.

We have not created or sponsored any trademark-specific franchisee organizations associated with the franchise system, and no independent franchisee organizations have asked to be included in this disclosure document.

ITEM 21
FINANCIAL STATEMENTS

Exhibit C to this disclosure document contains the Independent Auditor's Report and Financial Statements of Smile Source Marketing, Inc. as of December 31, 2019, 2018 and 2017, including the related Balance Sheets, and the Statements of Operations, Stockholder's Equity and Cash Flows for the years then ended, and the related notes to the financial statements.

Our separate financial statements as of December 31, 2019, 2018 and 2017 are not included in this disclosure document. Should we fail to fulfill our duties and obligations to our franchisees under their franchise agreements, however, Smile Source Marketing, Inc. absolutely and unconditionally guarantees to assume those duties and obligations. A copy of Smile Source Marketing, Inc.'s Guarantee of Performance is included in this disclosure document as Exhibit D.

ITEM 22
CONTRACTS

The following contracts are Exhibits to this disclosure document:

- Exhibit E-1 Smile Source Franchise Agreement (including Special Release of Claims)
- Exhibit E-2 Addendum to Franchise Agreement
- Exhibit F Guaranty of Franchise Agreement
- Exhibit G Nondisclosure Agreement to Protect Release of Confidential Information

ITEM 23
RECEIPTS

At the end of this disclosure document are two detachable pages acknowledging your receipt of the disclosure document. You keep one copy and return the other to Smile Source.

EXHIBIT A

LIST OF STATE FRANCHISE LAW ADMINISTRATORS

CALIFORNIA

Commissioner of Business Oversight
Department of Business Oversight
320 West 4th Street, Suite 750
Los Angeles, California 90013-2344
(213) 576-7500
(866) 275-2677

HAWAII

Commissioner of Securities
Department of Commerce & Consumer Affairs
335 Merchant Street, Room 205
Honolulu, Hawaii 96813
(808) 586-2722

ILLINOIS

Chief
Franchise Bureau
Office of Attorney General
500 South Second Street
Springfield, Illinois 62701
(217) 782-1090

INDIANA

Franchise Section
Indiana Securities Division
302 West Washington Street, Room E-111
Indianapolis, Indiana 46204
(317) 232-6681
(317) 233-3675

MARYLAND

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

MICHIGAN

Franchise Administrator
Consumer Protection Division
Antitrust and Franchise Unit
Michigan Department of Attorney General
G. Mennen Williams Building, 7th Floor
525 W. Ottawa Street
Lansing, Michigan 48909
(517) 373-1110

MINNESOTA

Commissioner of Commerce
Minnesota Department of Commerce
85 Seventh Place East, Suite 500
St. Paul, Minnesota 55101
(651) 296-4026

NEW YORK

NYS Department of Law
Investor Protection Bureau
28 Liberty St. 21st Floor
New York, New York 10005
(212) 416-8236

NORTH DAKOTA

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

RHODE ISLAND

Director of Business Regulation
Securities Division
John O. Pastore Complex
1511 Pontiac Avenue, Building 69-1
Cranston, Rhode Island 02920
(401) 462-9587

SOUTH DAKOTA

Director
Department of Labor and Regulation
Division of Insurance
Securities Regulation
124 S Euclid, Suite 104
Pierre, South Dakota 57501-3185
(605) 773-3563

VIRGINIA

Chief Examiner
State Corporation Commission
1300 E. Main Street, Ninth Floor
Richmond, Virginia 23219
(804) 371-9051

WASHINGTON

Director of Department of Financial Institutions
Securities Division
150 Israel Rd SW
Tumwater, Washington 98501
(360) 902-8760

WISCONSIN

Franchise Administrator
Securities and Franchise Registration
Wisconsin Securities Commission
201 W. Washington Ave., Suite 500
Madison, Wisconsin 53703
(608)261-9555

EXHIBIT B

LIST OF AGENTS FOR SERVICE OF PROCESS

CALIFORNIA

Commissioner of Business Oversight
1515 K Street, Suite 200
Sacramento, California 95814

HAWAII

Commissioner of Securities
Business Registration Division
335 Merchant Street, Room 205
Honolulu, Hawaii 96813

ILLINOIS

Illinois Attorney General Office
500 South Second Street
Springfield, Illinois 62701

INDIANA

Indiana Secretary of State
200 West Washington Street, Room 201
Indianapolis, Indiana 46204

MARYLAND

Maryland Securities Commissioner
200 Saint Paul Place
Baltimore, Maryland 21202-2020

MINNESOTA

Commissioner of Commerce
State of Minnesota
Department of Commerce
Registration Division
85 Seventh Place East, Suite 500
St. Paul, Minnesota 55101

NEW YORK

New York Secretary of State
99 Washington Avenue
Albany, NY 12231
518-473-2492

NORTH DAKOTA

Securities Commissioner
North Dakota Securities Department
600 East Boulevard Avenue
State Capitol, Fifth Floor, Dept. 414
Bismarck, North Dakota 58505-0510

RHODE ISLAND

Director of Business Regulation
Securities Division
John O. Pastore Complex
1511 Pontiac Avenue, Building 69-1
Cranston, Rhode Island 02920

SOUTH DAKOTA

Director
Department of Labor and Regulation
Division of Insurance
Securities Regulation
124 S. Euclid, Suite 104
Pierre, South Dakota 57501-3185

VIRGINIA

Clerk, State Corporation Commission
1300 East Main Street, First Floor
Richmond, Virginia 23219

WASHINGTON

Director of Department of Financial Institutions
Securities Division
150 Israel Rd SW
Tumwater, Washington 98501
(360) 902-8760

WISCONSIN

Commissioner of Securities
Office of Commissioner of Securities
201 W. Washington Ave.,
Madison, Wisconsin 53703

Smile Source Marketing, Inc.
Independent Auditor's Report and Financial Statements
December 31, 2019, 2018 and 2017



Smile Source Marketing, Inc.
December 31, 2019, 2018 and 2017

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Independent Auditor's Report

Stockholder
Smile Source Marketing, Inc.
Kingwood, Texas

We have audited the accompanying financial statements of Smile Source Marketing, Inc., which comprise the balance sheets as of December 31, 2019, 2018 and 2017, and the related statements of operations, stockholder's equity and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

Stockholder
Smile Source Marketing, Inc.
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We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Smile Source Marketing, Inc., as of December 31, 2019, 2018 and 2017, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

BKD, LLP

Houston, Texas
April 3, 2020

Smile Source Marketing, Inc.
Balance Sheets
December 31, 2019, 2018 and 2017

	2019	2018	2017
Assets			
Cash	\$ 315,079	\$ 280,086	\$ 250,822
Accounts receivable, net of allowance 2019 - \$60,015; 2018 - \$85,999; 2017 - \$0	5,427	21,540	148,428
Total assets	\$ 320,506	\$ 301,626	\$ 399,250
 Liabilities and Stockholder's Equity			
Liabilities			
Due to Parent	\$ 176,173	\$ 120,731	\$ 111,486
Deferred revenues	-	22,833	66,987
Total liabilities	176,173	143,564	178,473
 Stockholder's Equity			
Capital stock, \$1.00 par value; authorized 1,000,000 shares, issued and outstanding 1,000 shares	1,000	1,000	1,000
Additional paid-in capital	200,000	200,000	200,000
Retained earnings (deficit)	(56,667)	(42,938)	19,777
Total stockholder's equity	144,333	158,062	220,777
Total liabilities and stockholder's equity	\$ 320,506	\$ 301,626	\$ 399,250

Smile Source Marketing, Inc.
Statements of Operations
Years Ended December 31, 2019, 2018 and 2017

	2019	2018	2017
Revenue, Marketing Group Fees	\$ 19,414	\$ 89,820	\$ 131,214
Cost of Operations			
Advertising	59,127	66,536	131,214
Bad debt expense (recoveries)	(25,984)	85,999	-
Total cost of operations	33,143	152,535	131,214
Net Income (Loss)	\$ (13,729)	\$ (62,715)	\$ 0

Smile Source Marketing, Inc.
Statements of Stockholder's Equity
Years Ended December 31, 2019, 2018 and 2017

	2019	2018	2017
Stockholder's Equity, January 1	\$ 158,062	\$ 220,777	\$ 220,777
Net income (loss)	(13,729)	(62,715)	-
Stockholder's Equity, December 31	\$ 144,333	\$ 158,062	\$ 220,777

Smile Source Marketing, Inc.
Statements of Cash Flows
Years Ended December 31, 2019, 2018 and 2017

	2019	2018	2017
Operating Activities			
Net income (loss)	\$ (13,729)	\$ (62,715)	\$ -
Item not requiring cash - bad debt expense	-	85,999	-
Changes in:			
Accounts receivable	16,113	40,889	(148,428)
Due to Parent, net	55,442	9,245	112,346
Deferred revenues	(22,833)	(44,154)	66,987
Net cash provided by operating activities	<u>34,993</u>	<u>29,264</u>	<u>30,905</u>
Increase in Cash	34,993	29,264	30,905
Cash, Beginning of Year	<u>280,086</u>	<u>250,822</u>	<u>219,917</u>
Cash, End of Year	<u>\$ 315,079</u>	<u>\$ 280,086</u>	<u>\$ 250,822</u>

Smile Source Marketing, Inc.
Notes to Financial Statements
December 31, 2019, 2018 and 2017

Note 1: Nature of Operations and Summary of Significant Accounting Policies

Nature of Operations

Smile Source Marketing, Inc., a Texas Corporation (the Company), was formed in 2006, and is owned 100 percent by Smile Source L.P. (the Parent). SSH Corporation, a Delaware Corporation (SSH), owns 100 percent of the limited partnership interest of the Parent.

The Company is engaged in developing marketing and advertising programs on behalf of the Parent's franchisee marketing groups who elect to participate.

The Parent provides certain services for accounting, legal and information technology for the Company. In addition, the Company's expenses are primarily paid by the Parent and the Company reimburses these expenses on a periodic basis. There is no overhead allocated or charged by the Parent for these services.

Use of Estimates

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

Accounts Receivable

Accounts receivable are stated at the amount of consideration from customers of which the Company has an unconditional right to receive, plus any accrued and unpaid interest. The Company provides an allowance for doubtful accounts, which is based upon a review of outstanding receivables, historical collection information and existing economic conditions.

Accounts receivable are due upon receipt after the issuance of the invoice. A late charge amount of \$25 will be incurred on the 5th day following the due date. In addition, accounts that remain unpaid after the 90th day following the due date will bear interest at 1 percent per month. Accounts past due more than 365 days are considered delinquent. Delinquent receivables are written off based on individual credit evaluation and specific circumstances of the customer.

During the years ended December 31, 2019, 2018 and 2017, impairment losses on doubtful accounts receivable, where collectibility is not reasonably assured, were \$0, \$85,999 and \$0, respectively.

Guarantees

The Company provides a guarantee of performance with its Parent to guarantee the duties and obligations of its Parent under the Parent's franchise agreements.

Smile Source Marketing, Inc.

Notes to Financial Statements

December 31, 2019, 2018 and 2017

Revenue Recognition and Deferred Revenues

The Company receives from the Parent's franchisees who elect, a fee as stipulated in a marketing agreement. The Company utilizes the fees to fund marketing and advertising programs on behalf of the franchise marketing groups. The Company recognizes revenues for such fees once it has incurred a third-party liability to pay for advertising or marketing costs.

Excess fees received or receivable are recorded as deferred revenue and recognized over the periods to which the fees relate. The Company returns excess funds to the marketing groups not expended within the specific period agreed to with the marketing groups.

Income Taxes

The Company files consolidated income tax returns with its Parent, which has chosen to not allocate income tax expense (benefit) to the Company.

Reclassifications

Certain reclassifications have been made to the 2018 financial statements to conform to the 2019 financial statement presentation. These reclassifications had no effect on net earnings.

Note 2: Revenue from Contracts with Customers

Change in Accounting Principle

In May 2014, the Financial Accounting Standards Board issued Accounting Standards Update No. 2014-09, *Revenue from Contracts with Customers* (Topic 606), that replaces existing revenue recognition guidance. The new standard requires companies to recognize revenue in a way that depicts the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. In addition, Topic 606 requires disclosures of the nature, amount, timing and uncertainty of revenue and cash flows arising from contracts with customers.

The Company adopted this standard on January 1, 2019, using the modified retrospective approach. The Company applied the new standard to all contracts not complete at the date of adoption. The Company's adoption of Topic 606 did not result in a change to the timing of revenue recognition.

Performance Obligations

Revenue is measured as the amount of consideration the Company expects to receive in exchange for arranging advertising and marketing services to customers. The Company recognizes revenue when performance obligations under the terms of contracts with its customers are satisfied, which occurs when the Company has incurred a third-party liability to pay for advertising and marketing costs.

Smile Source Marketing, Inc.

Notes to Financial Statements

December 31, 2019, 2018 and 2017

Significant Judgments

The Company recognizes revenue over time as advertising and marketing services are provided toward satisfying the performance obligations of each contract. The Company measures a contract's progress on the basis of the costs incurred.

Accounting Policies and Practical Expedients Elected

For significant financing components, the Company elected a practical expedient, which allows an entity to recognize the promised amount of consideration without adjusting for the time value of money if the contract has a duration of one year or less. As the Company's contracts are typically less than one year in length and do not have significant financing components, the Company does not present revenue on a present value basis.

Note 3: Subsequent Events

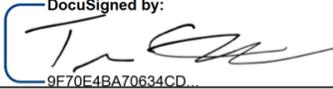
Subsequent events have been evaluated through April 3, 2020, which is the date the financial statements were available to be issued.

EXHIBIT D
GUARANTEE OF PERFORMANCE

For value received, Smile Source Marketing, Inc., a Texas corporation (the “Guarantor”), located at 23824 Highway 59 North, Kingwood, Texas 77339, absolutely and unconditionally guarantees to assume the duties and obligations of Smile Source L.P., located at 23824 Highway 59 North, Kingwood, Texas 77339 (the “Franchisor”), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2019 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Kingwood, Texas on the 3rd day of April, 2020.

GUARANTOR:
Smile Source Marketing, Inc.,
a Texas Corporation

By:  _____
Name: Trevor Maurer
Title: President and CEO
Date Executed: March 23, 2020

Smile SOURCE[®]

FRANCHISE AGREEMENT

BETWEEN

SMILE SOURCE L.P.

AND

«COMP LEGAL NAME»

DBA: «DBA NAME»

«COMP ADDRESS L1», «COMP ADDRESS L2»

«COMP CITY», «COMP ST» «COMP ZIP»

FRANCHISE AGREEMENT

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FRANCHISE AGREEMENT

This Franchise Agreement (“Agreement”) is made and entered into by and between Smile Source L.P., a Texas limited partnership (“Franchisor”), and «Comp Legal Name», a «St of Incorp» «Corp Type», doing business as «DBA Name», whose mailing address is «Comp Mail Address L1», «Comp Mail Address L2», «Comp Mail City», «Comp Mail ST» «Comp Mail Zip», and whose Federal Employer Identification Number is «Tax ID».

RECITALS

A. Franchisor desires to promote the independent practice of dentistry through a network of independently owned and operated dental care offices (“Network”).

B. Franchisor, as a result of the expenditure of time, skill, effort and money, has developed a distinctive method of (i) facilitating the exchange of information on best practices among independent dentists and dental industry experts regarding the management, operation, and promotion of a dental care office; (ii) arranging for price reductions (including discounts and rebates) from vendors supplying dental and other products and related services based on the nationwide buying power of the Network; (iii) advertising, promotional and marketing programs, including the promotion and sale of dental related products and services; and (iv) offering programs relating to (i), (ii) and (iii) above (the foregoing distinctive methods, proprietary know-how, and trade secrets in (i), (ii), (iii) and (iv) are collectively referred to as the “System”).

C. Franchisor has acquired exclusive rights in various service marks, trademarks, symbols, slogans, emblems, logos indicia, designs, and other distinguishing characteristics that may promote the members of the SMILE SOURCE® Network (individually a “Name” and “Mark” and collectively the “Names and Marks”), including, among others, the Mark SMILE SOURCE®, added to the principal register of the United States Patent and Trademark Office, registration number 3839406, in international class 44 on August 24, 2010.

D. Franchisee (defined in Section 17.01), would like to select from the benefits and programs available to the Network as part of the System and to use certain designated Names and Marks to promote Franchisee’s practice as an independently owned and operated practice under the SMILE SOURCE® Name, to the extent allowed under State laws and regulations, or if not permitted by State laws and regulations to operate under the SMILE SOURCE® Name, to operate as a “Member of the SMILE SOURCE® Network.”

E. Franchisee understands and acknowledges the importance of high standards of quality, appearance and service in a dental care office and the necessity of operating Franchisee’s office in a manner that enhances the goodwill associated with the Names and Marks.

NOW, THEREFORE, Franchisor and Franchisee (individually, a “Party” and collectively, the “Parties”), in consideration of the above and the mutual covenants and agreements contained in this Agreement, the receipt and sufficiency of which are acknowledged as valuable consideration, mutually agree as follows:

ARTICLE 1. ISSUANCE OF FRANCHISE

1.01 Grant of Franchise. Franchisor grants to Franchisee a franchise to use the specified Names and Marks and to participate in the programs and benefits available to the Network in the management and operation of Franchisee’s independently owned and operated dental care office (“Office”), subject to the terms and conditions of this Agreement, at a single location (“Designated Location”) described in Section 1.04. To the extent allowed by State laws and regulations, Franchisee agrees to operate the Office at the Designated Location under the SMILE SOURCE® Name, or if not

permitted by State laws and regulations to do so, to operate as a “Member of the SMILE SOURCE® Network,” as provided in Section 5.09.

1.02 Option for Additional Franchised Location(s). If this is Franchisee’s first franchise with Franchisor, Franchisor grants to Franchisee (or an affiliate of Franchisee controlled and operated by the same Owners as those of Franchisee), a nontransferable option to enter into a franchise agreement for two (2) additional dental offices, under Franchisor’s then current form of franchise agreement, modified to provide that the required royalty will be the same as that specified under this Agreement. This option may be exercised only when Franchisee is not in default of this Agreement or any other agreement between Franchisee and Franchisor, its subsidiaries or affiliates. The additional dental office(s) may be located inside or outside the Territory granted in this Agreement, subject to Franchisor’s prior written approval, and Franchisor’s approval of the location(s) will be in the same manner as for a change in the Designated Location, as provided in Section 1.04. For this Agreement, “controlled” means that fifty percent (50%) or more of the beneficial ownership interest in the additional dental office is the same as that of the Franchisee and “Owner” and “Owners” mean the shareholder(s), member(s), general partner(s), limited partner(s) or anyone else who owns an equity interest in Franchisee.

1.03 Territory. Franchisee expressly agrees this franchise relates solely to one Designated Location within the geographic territory (“Territory”) specified in Exhibit A to this Agreement and that the granting of this franchise is expressly subject to all terms and conditions in this Agreement. Provided Franchisee is not in default of the terms and conditions of this Agreement after written notice and beyond any applicable cure period in Article 10 and except as otherwise provided in this Agreement, Franchisor will not establish, nor franchise anyone other than Franchisee to establish a dental care office, providing general dentistry services, using the System under the Names and Marks in the Territory without the written consent of Franchisee. However, if Franchisee defaults in the terms and conditions in this Agreement and the default continues after written notice from Franchisor and beyond any applicable cure period in Article 10, and Franchisor elects not to terminate this Agreement, then, during the remainder of the Initial Term (defined in Section 3.01) and any renewal terms, Franchisor will not be prohibited from establishing or franchising other franchisees to establish a dental care office, providing general dentistry services, using the System under the Names and Marks in the Territory, even if the default is subsequently cured. Franchisor will not be prohibited from establishing or franchising other franchisees to establish a dental care office using the System under the Names and Marks in the Territory upon the expiration of the Initial Term or any renewal terms, even if Franchisor accepts a Royalty payment from Franchisee after the Initial Term or any renewal terms have expired and even if Franchisor has not announced the termination of this Agreement to the vendors in the Cooperative Buying Program described in Article 6.

Franchisor retains the right to grant franchises to an affiliate of Franchisor or to others to use the System under the Name and Marks in dental care offices anywhere outside the Territory. Franchisor also retains the right to grant franchises to dental specialists (oral surgeons, endodontists, orthodontists, pedodontists, periodontists, prosthodontists and other certified or accredited dental specialists) to use the System under the Name and Marks in dental care offices anywhere inside the Territory. Franchisor and its affiliates each retain the right to establish franchise networks and grant franchises, under other names and marks, inside or outside the Territory, and to grant Membership Agreements for General Members, as defined in Section 17.01, in the Network inside or outside the Territory.

Franchisor, other franchisees of the SMILE SOURCE® Network and General Members of the Network may conduct general advertising, direct and indirect sales, marketing and promotional programs anywhere within the Territory, as permitted by state law.

1.04 Sole Designated Location; Relocation. The Designated Location will be at: «*Comp*

Address L1», «*Comp Address L2*», «*Comp City*», «*Comp County*» County, «*Comp ST*» «*Comp Zip*».

Before Franchisee may change the location of its franchised Office, the address of a new Designated Location must be designated in writing and approved by Franchisor. Franchisor will not withhold its consent to relocation within the Territory unless it believes, in its sole discretion, that the proposed new location might have an unreasonably adverse effect on another current or prospective SMILE SOURCE® franchisee or damage the goodwill associated with the Names and Marks. Franchisor's consent to any change, whether inside or outside the Territory, may be conditioned upon Franchisee entering into an amendment to this Agreement to modify the Territory. Franchisor will consider an amendment to the Territory to allow relocation outside the original Territory only if, in the Franchisor's sole discretion: (i) the amended Territory does not extend into another current or prospective franchisee's Territory or Franchisor obtains the other current or prospective franchisee's prior written consent and (ii) amending the Territory would not interfere with any pending grant of a franchise to another dentist. Any amendment to the Territory pursuant to this Section to allow relocation outside the original Territory must be signed by Franchisor and Franchisee. If Franchisee changes the location of its franchised Office without obtaining Franchisor's prior written consent, Franchisor may: (i) terminate this Agreement as provided in Article 10 or (ii) modify the Territory by written notice to Franchisee.

ARTICLE 2. RELATIONSHIP BETWEEN FRANCHISOR AND FRANCHISEE

2.01 Independent Entity. Franchisee is an independent contractor and, except as expressly provided for in this Agreement, is solely responsible for the direction and control of the Office and operations. Franchisee may not (i) make any contract, warranty, or representation which creates any obligation for Franchisor or its affiliates or which creates an agency (actual or apparent), employment or partnership relationship, or (ii) act for or on behalf of Franchisor or its affiliates. In all dealings with third parties including, without limitation, employees, vendors, patients, and customers, Franchisee will disclose in a manner acceptable to Franchisor that Franchisee is an independent entity operating the Office under a franchise granted by Franchisor. Nothing in this Agreement is intended by the Parties to create a fiduciary relationship between them nor to constitute Franchisee as an agent, legal representative, subsidiary, joint venturer, partner, co-owner, tenant, employee, or servant of Franchisor for any purpose. Franchisor may act as an agent for Franchisee in certain circumstances, including, but not limited to, Franchisor's negotiation of pricing terms of goods and services offered to Franchisee under the Cooperative Buying Program.

2.02 Practice of Dentistry. Franchisee and the Owner(s) are responsible for all business and management decisions regarding the Franchisee's Office. Franchisor will not interfere with Franchisee's or any Owner's professional judgment in any manner and Franchisee acknowledges Franchisor is not, in any way, engaging in the corporate practice of medicine or dentistry. Franchisor will not assert any ownership in Franchisee's dental practice, patient medical records, or medical equipment. Franchisee and the Owner(s) will be fully responsible for all aspects of Franchisee's dental practice, including the selection of employees, contractors, inventory and medical equipment, coding and billing procedures, decisions regarding any patient's need for referral to other health care practitioners, and Franchisee's hours of practice.

ARTICLE 3. TERM AND RENEWAL

3.01 Initial Term. The initial term of this Agreement (“Initial Term”) will commence on «*Start Date*» (“Start Date”) and, except as otherwise provided in this Agreement, will expire at the end of the sixtieth (60th) full calendar month following the Start Date.

3.02 Renewal Option. Franchisee may renew this franchise for one or more consecutive sixty (60) month terms, unless before the end of the expiring term Franchisor has announced a decision to: (i)

stop franchising; or (ii) withdraw from doing business in the geographic market in which the Office is located. Franchisor may require Franchisee to satisfy any or all of the following requirements as a condition of continuing the franchise relationship for a renewal term:

3.02.1 No Default. Neither Franchisee nor any Owner or affiliate of Franchisee are in default of any provision of this Agreement or any other agreement between Franchisee or any Owner or affiliate of Franchisee and Franchisor, its subsidiaries, and affiliates. Franchisee has not been delinquent in the submission of monthly sales reports or payment of monthly Royalty fees more than once during any twelve (12) month period during the expiring term. Franchisee and its Owners and affiliates have substantially complied with all terms and conditions of all written agreements with Franchisor during the expiring term of this Agreement.

3.02.2 Payment of All Sums Due. Franchisee and its Owners and affiliates have satisfied all monetary Obligations, as defined in Section 4.01, owed to Franchisor and its parent, subsidiaries and affiliates and have timely met those Obligations throughout the expiring term.

3.02.3 Renewal Application. Franchisee has submitted a renewal application to Franchisor not less than three (3) full calendar months prior to the end of the expiring term.

3.02.4 Signing of Renewal Documents. At Franchisor's sole option, Franchisee will either: (i) sign an extension of this Agreement; or (ii) within thirty (30) days after receipt of the new form of franchise agreement from Franchisor, but no sooner than fourteen (14) full calendar days after receipt of the disclosure document and no sooner than seven (7) full calendar days after receipt of the renewal franchise agreement, sign Franchisor's then-current franchise agreement with all supplemental documents in the forms attached to the franchise agreement or disclosure document. If the Royalty rate stated in the then-current form of franchise agreement differs from the Royalty rate under this Agreement, the new franchise agreement will be amended to provide that the Royalty rate under this Agreement remains in effect. All other terms of this Agreement may change in the new franchise agreement, including but not limited to the definition of the Territory. Under either clause (i) or clause (ii), each of Franchisee's Owners, as defined in Section 1.02 above and listed in Section 17.16 below, will sign the agreements Franchisor requires of Owners at that time.

3.02.5 Signing of Special Release of Claims. Franchisee and each of its Owners will sign a special release of claims, similar to the form of Exhibit C to this Agreement.

3.03 Acceptance of Payment from Holdover Franchisee. Franchisor's acceptance of a Royalty payment from Franchisee after the term of this Agreement has expired does not constitute a waiver of the conditions listed in Section 3.02 nor Franchisor's agreement to a renewal term, even if Franchisor has not announced the expiration of this Agreement to the vendors in the Cooperative Buying Program.

ARTICLE 4. MONETARY OBLIGATIONS OF FRANCHISEE

Franchisee will make the following payments in immediately accessible funds to Franchisor:

4.01 Royalty. Beginning on the Start Date, and continuing throughout the Initial Term and any renewal term of this Agreement, Franchisee must pay, without demand, to Franchisor a monthly royalty ("Royalty") equal to the lesser of (i) two percent (2%) of the Gross Receipts (as defined in this Section) of the Office; or (ii) if applicable, the Monthly Royalty Cap (as defined in this Section).

The term "Gross Receipts" means all amounts received by the Office minus "Allowable Sales Deductions" consisting of sales taxes and other similar taxes collected from patients or customers on the amount of sales transactions, reimbursements to insurance carriers and governmental agencies for overpayments, cash refunds to patients or customers and money lost on returned checks.

The term “Monthly Royalty Cap” means Two Thousand Seven Hundred Fifty Dollars (\$2,750.00). Franchisee, however, will be eligible for the Monthly Royalty Cap only if the following requirements are satisfied:

(a) Franchisor receives Franchisee’s written notice asserting eligibility for the Monthly Royalty Cap, provided any such eligibility may not be for a date that is more than twelve (12) months before the date of Franchisee’s written notice; and

(b) If Franchisee’s eligibility for the Monthly Royalty Cap is first effective for any month other than the first month of the Initial Term or any renewal term(s), Franchisee must sign a renewal Franchise Agreement with a Start Date of the first day of the month in which Franchisee is first eligible for the Monthly Royalty Cap; and

(c) Franchisee must report the Gross Receipts and Allowable Sales Deductions for the Office stated in this Agreement separate from any other dental office of the Franchisee; and

(d) Franchisee’s monthly Gross Receipts and Allowable Sales Deductions report and the related Royalty payment for the Office must not be delinquent under Section 4.02.

If Franchisee is delinquent in reporting and/or paying the Royalty in any month during a Contract Year, as defined in this Section, then the Monthly Royalty Cap will not apply for the entire Contract Year and Franchisee must pay Royalty for the entire Contract Year based on the percentage of Gross Receipts stated in this Section. The term “Contract Year” means the twelve (12) month period commencing on the Start Date and each subsequent (12) month period during the Initial Term and any renewal term(s).

Provided Franchisee meets the requirements of subparagraphs (a), (b), (c) and (d) of this Section, in every month of the applicable Contract Year, the Royalty payable for the last month of that Contract Year, will be computed as follows:

(i) The total Royalty amount for the Contract Year based on the percentage of Gross Receipts stated in this Section will be computed (the “Annual Royalty Amount”).

(ii) If the Annual Royalty Amount is equal to or greater than \$33,000, then the Royalty payable for the last month of that Contract Year will be \$33,000 minus the total Royalty payments made by Franchisee for the first eleven (11) months of that Contract Year.

(iii) If the Annual Royalty Amount is less than \$33,000, then the Royalty payable for the last month of that Contract Year will be the Annual Royalty Amount minus the total Royalty payments made by Franchisee for the first eleven (11) months of that Contract Year.

The Royalty has been priced to provide to Franchisor compensation commensurate with the value of the franchise to Franchisee and services Franchisor furnishes to Franchisee.

If applicable law does not permit amounts received for dental services to be included in the calculation of Gross Receipts to compute and pay the Royalty, then the term “Gross Receipts” will not include receipts from those services; and the Gross Receipts as calculated will be multiplied by two (2) to calculate the Royalty (the “Alternate Royalty Computation Method”). If a legal determination is made by a government or regulatory authority with jurisdiction over this Agreement or by Franchisor, upon advice of counsel, that the current method of calculating the Royalty, including the Alternate Royalty Computation Method, does not conform to current law, then Franchisor and Franchisee agree to negotiate in good faith another fee arrangement that would conform to the law and provide equivalent economic value to the Franchisor. If the Parties do not so agree within ninety (90) days after notice by Franchisor that a new agreement regarding fees is necessary, this Agreement will terminate, in Franchisor’s sole discretion, immediately upon written notice by Franchisor to Franchisee. All post-termination obligations

of the Parties will remain in effect.

The term “Obligation(s)” means (i) all amounts Franchisee owes to Franchisor from time to time under this Agreement (including but not limited to Royalty payments and marketing fees) and under any other agreement between Franchisee and Franchisor and its subsidiaries and affiliates; and (ii) the reasonable costs and expenses that Franchisor incurs to collect or attempt to collect amounts due from Franchisee.

4.02 Payment and Reporting Method and Due Date. Royalty payments are delinquent if not received by Franchisor by the forty-fifth (45th) day following the last day of the calendar month for which payment is being made. Franchisee must submit a certified statement of Gross Receipts and Allowable Sales Deductions, in the form and manner prescribed by Franchisor, in conjunction with each Royalty payment. For all amounts payable to Franchisor, Franchisee must use the payment method(s) that Franchisor designates from time-to-time. If Franchisor accepts payment by check or credit card, Franchisor may impose reasonable service fees for processing payment. If Franchisor requires payment by electronic funds transfer, Franchisee must designate an account at a commercial bank (the “Account”) and furnish the bank with authorizations, as necessary, to permit Franchisor to make withdrawals from the Account by electronic funds transfer. Franchisee agrees to maintain sufficient funds in the Account to cover the amounts payable to Franchisor. If funds in the Account are insufficient to cover the amounts payable at the time Franchisor initiates an electronic funds transfer, the amount of the shortfall will be deemed overdue.

4.03 Late Fees and Interest on Late Payments. If any payment to Franchisor is overdue, Franchisee must pay, in addition to the overdue amount, a late charge of Twenty-Five Dollars (\$25.00). In addition to the late charge, any payment by Franchisee that Franchisor does not receive in the full amount, by the end of the 90th day following the date due, will bear interest at one percent (1%) per month or at the highest rate allowed by law on the date when payment is due, whichever is less, and interest will be charged retroactively to the due date for that payment. Any payment Franchisee tenders to Franchisor that is returned or not honored by the institution on which it is drawn will not be considered as having been received. If any payment is returned or not honored by the institution on which it is drawn, the Royalty, late charges, and interest due to Franchisor will be based on the date good funds are then deposited to replace the dishonored payment. Franchisee must pay Franchisor \$35.00 for each payment Franchisee tenders to Franchisor that is returned or not honored by the institution on which it is drawn.

Franchisor charges a late charge and interest on late payments to partially compensate itself for loss of use of the funds and for internal administrative costs resulting from late payment that would otherwise be difficult to measure precisely. Franchisor’s imposition of these charges is not a waiver of Franchisor’s right to be paid on time.

4.04 Application of Payments. Franchisor may apply any payment Franchisee makes to Franchisor, at Franchisor’s option, to any past due amounts Franchisee owes Franchisor, including late charges, interest and returned check fees, regardless of how Franchisee indicates the payment should be applied. Franchisor may deduct any past-due amounts owed by Franchisee to Franchisor, or any affiliate or subsidiary of Franchisor, from any rebates Franchisor would otherwise distribute to Franchisee under the Cooperative Buying Program. If Franchisee owes any past due amounts to Franchisor when Franchisor or any affiliate or subsidiary of Franchisor owes any amount to Franchisee, then Franchisor may pay or may cause its affiliate or subsidiary to pay those amounts to Franchisor instead of to Franchisee. Deduction of past-due amounts under the foregoing provision does not constitute a waiver of Franchisor’s right to be paid on time.

4.05 Suspension of Services. If Franchisor has given Franchisee notice of a default under this

Agreement, Franchisor may suspend any or all of Franchisor's services and support, including Franchisee's participation in all or any part of the Cooperative Buying Program or other programs offered by Franchisor, until Franchisee cures the default. Any suspension of services will not constitute a termination of this Agreement by Franchisor and does not constitute a waiver of Franchisor's right to be paid on time.

4.06 Rebates. If Franchisee does not renew this Agreement, as provided in Section 3.02, Franchisor will retain all rebates Franchisor receives that are based on Franchisee's purchases after the term of this Agreement has expired. If Franchisee subsequently renews this Agreement, as provided in Section 3.02, within six (6) months of Franchisee's renewal date, Franchisor will pay (subject to Section 4.04) all retained rebates to Franchisee. If Franchisee does not renew this Agreement within 6 months of Franchisee's renewal date, Franchisee will forfeit all rebates retained by Franchisor.

4.07 No Inducement of Prohibited Conduct. The Royalty payable by Franchisee under this Agreement is in consideration of the services, support, and programs provided by Franchisor under this Agreement. No part of the Royalty is intended to induce Franchisor or any other individual or entity to engage in conduct that is prohibited under the federal health care program anti-kickback statute, 42 U.S.C. § 1320a-7b(b) (the "Anti-Kickback Statute"), or any of its state law counterparts.

4.08 Fair Market Value and Commercial Reasonableness. The Parties hereby acknowledge and agree that the Royalty payable by Franchisee under this Agreement is the product of bona fide, arm's-length negotiations and, to the best of the Parties' knowledge, represents a commercially reasonable and fair market value payment for the services furnished by Franchisor under this Agreement, without taking into account, in the aggregate or otherwise, the volume or value of federal health care program business (as such term is defined in 42 U.S.C. § 1320a-7b(f)) or any other business generated by the Parties for one another.

ARTICLE 5. OTHER OBLIGATIONS OF FRANCHISEE

In addition to the monetary Obligations of Franchisee in Article 4, Franchisee will discharge the following duties and comply with the following requirements during the term of this Agreement:

5.01 Advertising and Marketing. All advertising and promotion that Franchisee undertakes for the Office must be completely truthful, conform to the highest standard of ethical advertising and comply with applicable laws and regulations. Franchisee must submit to Franchisor copies of all forms of promotional and advertising materials containing the Names and Marks that Franchisee proposes to use, except materials wholly prepared by Franchisor or its affiliates, at least two weeks before the proof approval deadline. Franchisor will review the materials within a reasonable time and will promptly notify Franchisee whether Franchisor approves or rejects them. Franchisor may not withhold Franchisor's approval unreasonably. Even if Franchisor approves specified materials, Franchisor may later withdraw Franchisor's approval if Franchisor reasonably believes it is necessary to eliminate misleading or unethical features of the advertising or because the Names and Marks have changed. Franchisee is not restricted from advertising or promoting its practice without Franchisor's prior written approval if the advertising contains none of the Names and Marks, but all advertising and promotion must meet the standards stated in the first sentence of this Section.

If Franchisee desires to use any promotional and advertising material(s) wholly developed or prepared by Franchisor or its affiliates, Franchisee may do so without obtaining Franchisor's prior approval, provided all of Franchisor's instructions pertaining to those promotional and advertising materials are followed.

Franchisee agrees that the promotional and advertising material(s) developed or prepared by

Franchisor for promoting the Names and Marks and the members of the Network includes copyrighted material or other types of proprietary information (“Marketing Materials”). Franchisee understands and agrees that all Marketing Materials, in whatever form, and all copies and excerpts, will be the sole property of Franchisor, subject only to the right of Franchisee to use the Marketing Materials during the term of this Agreement.

5.02 Insurance. Franchisee must carry and maintain in full force and effect, with an insurer or insurers acceptable to Franchisor, the following insurance coverage:

(a) Professional errors and omissions insurance with an insurer and in form and substance reasonably acceptable to Franchisor, in the minimum amounts of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

(b) Product liability insurance in the minimum amounts of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

(c) General liability insurance in the minimum amount of \$1,000,000.

Each of these insurance policies must include a provision that the policy cannot be canceled without thirty (30) days’ written notice to Franchisor. Franchisee must obtain all insurance policies from an insurance company of recognized responsibility with a rating of at least “AXII” by A.M. Best or a comparable rating by another rating agency approved by Franchisor. All insurance policies must designate Franchisor as an additional named insured and be satisfactory to Franchisor in form, substance, and coverage. Franchisee must deliver a certificate of the issuing insurance company evidencing each policy to Franchisor upon signing this Agreement and then when the policy is renewed or changed.

5.03 Professional Status and Requirements. Franchisee represents that the Office will offer one or both of the following dental services, (i) professional examinations to diagnose and treat routine dental conditions or (ii) professional examinations to diagnose and provide dental implants, cosmetic and orthodontic elective treatments, or any combination of such dental services. During the term of this Agreement, Franchisee will be a dentist licensed to practice within the state where the Office is located (or a professional corporation or other legal entity owned by licensed dentist(s)). To the extent required by State law and ethical codes, Franchisee or its Owner(s) must supervise the Office.

5.04 Compliance with Laws. Franchisee will operate and conduct the Office in full compliance with all laws, ordinances, rules, regulations, codes, and other requirements imposed by Federal, State, County or Municipal governments and other governmental or quasi-governmental or administrative entities. Franchisee will obtain all permits, licenses, and other consents necessary for the operation of the Office. Franchisee will promptly provide to Franchisor documentation and further assurances of its compliance with those requirements as Franchisor may reasonably request from time to time. If the State Board of Dentistry or regulatory agency, or other professional State board or regulatory body, determines that any part of this Franchise Agreement may violate the State’s law(s), the Franchisee will not be bound by that section of this Franchise Agreement, however, Franchisor may elect to (i) remove the section from this Franchise Agreement, (ii) modify the section(s) so it will comply with the State’s law(s), or (iii) terminate this Franchise Agreement with no liability of Franchisor to Franchisee. Franchisor’s election under this Section 5.04 will be by written notice to Franchisee within ninety (90) days of written notice to Franchisor from Franchisee or the government agency that one or more sections may violate State law(s). Franchisee and the guarantors of this Agreement agree to waive and release Franchisor from any and all claims, demands, charges and causes of action, arising out of any section or sections of this Franchise Agreement which may now be or may in the future become in violation of State law(s) or regulations.

5.05 Costs of Construction. Franchisee will bear the entire cost of construction and completion

of the premises for the Office, including, without limitation, the cost of labor, financing, utilities, equipment, furniture, furnishings, inventory and supplies.

5.06 Maintenance. Franchisee agrees to keep the Office premises, equipment and furnishings clean and in excellent repair.

5.07 Payment of Indebtedness. Franchisee must pay promptly when due all obligations to vendors in the Cooperative Buying Program and all taxes and obligations that Franchisee incurs in the operation of its business, including obligations to its landlord.

5.08 Financial Information and Reports. Franchisee will furnish to Franchisor financial information and reports as Franchisor may reasonably request for monitoring compliance by Franchisee with its Obligations under this Agreement. Franchisee will prepare or cause to be prepared such financial information and reports requested by Franchisor and will deliver the same to Franchisor within fifteen (15) days after receiving a request from Franchisor. The submission of financial information and reports is in addition to Franchisor's right to conduct a review under Article 13 below.

5.09 Use of Names and Marks. Franchisee agrees to use the Names and Marks in a manner that will inform the public that the Office is part of the SMILE SOURCE® Network. Franchisee may accomplish this through business procedures like answering the phone, advertising, marketing, promotional or display material, signs, stationery, office forms, and business cards. Franchisee agrees to follow any written guidelines Franchisor provides concerning the Names and Marks, including but not limited to those specified in Section 5.01. If Franchisee is prohibited by State laws and regulations from using the SMILE SOURCE® Name and the other Names and Marks at the Office, Franchisee agrees to use the statement "Member of the SMILE SOURCE® Network" in place of the Names and Marks, as provided in this Section.

5.10 Practice Outside of Designated Location. Throughout the Initial Term and any renewal term(s), Franchisee and each of the Owners of Franchisee agree they individually or collectively will not operate a separate and distinct dental office at any location inside or outside of the Territory unless Franchisee or a controlled affiliate of Franchisee has entered into a separate franchise agreement with Franchisor for the separate dental office to be part of the SMILE SOURCE® Network. If the additional dental office is within a territory assigned to a SMILE SOURCE® franchisee, Franchisor may either (i) waive the requirement for that office to join the Network as a franchisee or General Member, or (ii) offer only a Membership Agreement for Franchisee's separate dental office and the failure of the Franchisee to accept Franchisor's offer will be a breach of this Section. If Franchisor elects to waive the requirement for Franchisee's separate dental office to join the Network, then Franchisee and/or the Owners of Franchisee may operate that separate dental office, provided that the separate dental office name and/or office address will not appear with the Names and Marks nor be in any advertisement(s) containing all or any part of the Names and Marks or on any website, stationery or other business materials used for the Office. Furthermore, Franchisee's separate dental office will not be a member of the Network and will not participate in whole or part, directly or indirectly, in any benefits available to Franchisee, other franchisees or General Members of the Network, including but not limited to any benefits available to Franchisee under any Cooperative Buying Program. If the SMILE SOURCE® franchisee agrees to share the territory for Franchisee's separate dental office or if the territory for Franchisee's separate dental office otherwise becomes available, thereafter, for assignment to Franchisee's separate dental office, then Franchisee agrees to enter into a separate franchise agreement (or at Franchisor's option, a Membership Agreement) with Franchisor for Franchisee's separate dental office to be a part of the Network. Franchisee acknowledges that failure to do so within sixty (60) days after that territory becomes available, or any other breach of this Section, will be adequate reason for Franchisor to terminate this Agreement under

ARTICLE 6.
COOPERATIVE BUYING PROGRAM

6.01 Cooperative Buying Program. Franchisor has established a cooperative buying program with various vendors of dental products and other business products, programs, and services used in the Network (collectively the “Cooperative Buying Program”). The Cooperative Buying Program provides Franchisee the opportunity to purchase and/or use such products, programs, and services at discounted prices (including rebates) only for the Designation Location listed in Section 1.04 above. Franchisee may participate in the Cooperative Buying Program beginning on the Effective Date, but nothing in this Agreement or any vendor agreement or program in the Cooperative Buying Program will, in any way, obligate Franchisee to purchase, license, or lease any product or service. To avoid any confusion, although Franchisee hereby authorizes Franchisor to act as its authorized group purchasing organization, Franchisee does not have to make use of the Cooperative Buying Program. Franchisee understands and agrees that (i) vendor agreements and programs in the Cooperative Buying Program may be removed or changed from time-to-time in Franchisor's sole discretion, and (ii) new vendor agreements and programs may be added from time-to-time, also in the sole discretion of Franchisor. Franchisee agrees that to the extent it purchases products or services under the Cooperative Buying Program, it will do so for its own use at the Office and for sale to patients at the Office. Franchisor does not guaranty that Franchisee can participate in all aspects of the Cooperative Buying Program. Toward that end, Franchisee understands and agrees that vendors sell under terms and conditions established by the vendor, that vendor may decide not to sell products or services to Franchisee and that Franchisee’s participation in the Cooperative Buying Program is subject to suspension as provided in Section 4.05.

Franchisee specifically agrees that all products and services purchased under the Cooperative Buying Program will only be used and/or sold at the Office at the Designated Location (or through the Office at the Designated Location if sold via the internet) and will not be sold to anyone other than the general public in the ordinary course of business at the Office. All amounts received from the sale of products and services purchased under the Cooperative Buying Program must be included in Gross Receipts as provided in Section 4.01.

6.02 Administrative Fees. Although Franchisor does not designate required or approved vendors, Franchisee understands, acknowledges, and agrees that some of the vendors with which Franchisor has or will negotiate agreements may pay Franchisor administrative fees based on Franchisee’s purchases, if any, under such vendor agreements (“Administrative Fees”). To the extent that vendors that participate in the Cooperative Buying Program pay Franchisor an Administrative Fee, those Fees are fixed at three percent (3%) or less of the purchase price of the goods and services provided by that vendor, except as set forth on Exhibit E of this Agreement. Exhibit E is incorporated into this Agreement by reference and may be amended from time-to-time by Franchisor in its sole discretion either by sending Franchisee a revised Exhibit E by any form of mail (including electronic mail) and/or posting the revised Exhibit E on the vendor page of the Smile Source member portal. By participating in the Cooperative Buying Program, Franchisee consents and agrees that each of the vendors participating in the Cooperative Buying Program may disclose to Franchisor the details of vendor’s transactions with Franchisee and Franchisee’s Office including any other information that Member has disclosed to the vendor. In connection with the Cooperative Buying Program, Franchisee understands, acknowledges, and agrees that Franchisor may enter into service agreements with various vendors, under which Franchisor will perform or provide certain marketing and promotional services (including, but not limited to, booth space at the annual meeting, magazine and/or newsletter sponsorships, and website banners) to those vendors in return for fair market value fees. Franchisee agrees that all details and information relating to the Cooperative

Buying Program and all data from Cooperative Buying Program transactions are the confidential and proprietary information of the Franchisor and are provided to the Franchisee subject to the confidentiality provisions of Section 9.06.

6.03 Compliance with Laws. In conducting and participating in the Cooperative Buying Program the Parties agree to comply with all applicable federal and state laws and regulations, including, without limitation, the health care fraud and abuse laws, including the Anti-Kickback Statute. The Parties intend for the terms of this Agreement to meet the discount and group purchasing organizations safe harbors to the Anti-Kickback Statute [42 C.F.R. §§ 1001.952 (h) and (j)], as amended from time to time. The Parties enter into this Agreement with the intent of conducting their relationship and implementing the agreements contained herein in full compliance with the Anti-Kickback Law. Regardless of any contrary provisions of this Agreement, neither Party will intentionally conduct itself under the terms of this Agreement in a manner that would constitute a violation of the Anti-Kickback Statute.

Franchisee understands and acknowledges that it may be required, pursuant to applicable federal or state laws or regulations, including, but not limited to, the Anti-Kickback Statute, or pursuant to its contractual arrangements with third party payers, to fully and accurately report and disclose the net purchase price (as that term is defined below) of all products and services it purchases through the Cooperative Buying Program. Toward that end, Franchisee covenants and agrees that it will:

- (a) fully and accurately report and disclose, to the relevant government authority, health care plan or program, or third party payer, the net purchase price for all products and services it purchases and/or receives from a vendor under the Cooperative Buying Program; and
- (b) provide such further pricing information as may be requested by the relevant government authority, health care plan or program, or third party payer.

For purposes of this Section 6.03, the term "net purchase price" means the net discounted price that Franchisee pays for a product or service (i.e., the purchase price minus all price reductions, including discounts, rebates and free or discounted items or services such as, by way of example, free product sample voucher redemptions).

Franchisee may wish to consult its legal advisers regarding how and when to calculate, report and disclose its net purchase prices under the Cooperative Buying Program, including whether and how invoice discounts should be allocated among the products that Franchisee purchases under the Cooperative Buying Program.

ARTICLE 7.

OTHER OBLIGATIONS OF FRANCHISOR

7.01 Consultation and Services. Beginning on the Effective Date, Franchisor will provide consultation and advice, individually or on a group basis, to Franchisee in the management and promotion of the Office. Franchisee will decide whether to follow Franchisor's advice in Franchisee's sole discretion. This consultation and advice may be provided, at Franchisor's election, in bulletins, newsletters or other written materials, by postings on a web site, by telephone or personal consultations at the offices of Franchisor or the Designated Location, at monthly, quarterly or annual meetings of members of the Network, or by any other means that current technology makes possible. Franchisor will also facilitate the exchange of practice development ideas between the members of the Network and others whose expertise may benefit the members of the Network.

7.02 Advertising and Promotional Material. Franchisor may provide for Franchisee's use a limited amount of advertising and promotional material and services, which may include video and/or audio recordings, forms and templates, copy-ready print advertising materials, and miscellaneous point-

of-sale items. Any of those materials may be provided in digital form. Franchisee must pay reproduction costs if it uses these materials.

7.03 Administrator. Franchisor, in its sole discretion, may employ the services of an administrator or other third party(ies) to fulfill, for Franchisor, any of the obligations of Franchisor in this Agreement.

ARTICLE 8. TRANSFER OF INTEREST BY FRANCHISEE

8.01 Purpose and Definitions. Franchisor seeks to retain and grow its membership, but understands that there may be a future need by Franchisee or the Owner(s) to transfer ownership. Accordingly, this Article allows for ownership changes while also assuring Franchisor that the Office will remain an independent, privately owned dental practice. In this Article, the term “Transfer” means to pledge, hypothecate, assign, give, sell, convey or otherwise transfer, voluntarily or by operation of law (for example, through divorce, new marriage or bankruptcy) (i) all or any part of Franchisee’s interest in this Agreement; (ii) any direct or indirect ownership interest in Franchisee; or (iii) substantially all of the assets of the Office. The term “Control Transfer” means any Transfer which would result in a change in control of Franchisee or in Franchisee’s or any Owner’s control of the Office. The term “control” means having direct or indirect power to cause direction of the daily management or policies of Franchisee or the Office.

8.02 Permitted Transfers. Franchisor consents in advance to and waives its right of first refusal (referenced in Section 8.08 below) for the following Transfers, provided (1) Franchisee gives Franchisor written notice of the Transfer at least thirty (30) days in advance; and (2) the Transfer fully complies with all statutes, laws and ordinances of the State in which the Office is located:

(a) If there is more than one Owner, and the Transfer is from one or more Owners to one or more of the other Owners; or

(b) The Transfer is to a licensed dentist who has been an employee of Franchisee for at least three (3) full calendar months, or to an entity wholly owned by a licensed dentist who has been an employee of Franchisee for at least three (3) full calendar months; provided, however, that the number of months that an employee has worked for Franchisee prior to the Start Date will be counted as months worked for Franchisee for this subsection (b); or

(c) The Transfer is to the spouse of an Owner, to a person of lineal or collateral consanguinity to an Owner, to an entity wholly owned by the spouse of an Owner, or to an entity wholly owned by a person of lineal or collateral consanguinity to an Owner, provided the transferee is otherwise qualified as a franchisee under this Agreement; or

(d) If there is more than one Owner, and the Transfer is by an Owner to another person or entity approved by the non-transferring Owner, provided the Transfer is for 50% or less in ownership interest of Franchisee and the Office, and provided further this subsection (d) may be used for only one (1) Transfer; or

(e) If Franchisee is a natural person and the Transfer is by Franchisee to a legal entity in which Franchisee owns and controls a majority interest and in which any other Owners of that entity have been approved in writing by Franchisor.

8.03 Transfers Requiring Consent. For any proposed Transfer that is not listed in Section 8.02, the transferor may complete the proposed Transfer only after giving Franchisor advance notice as provided in Section 8.04 and Franchisor does not disapprove as noted in Section 8.05 below.

8.04 Advance Notice. Franchisee must give Franchisor written notice at least sixty (60) days

before the effective date of any proposed Control Transfer and at least thirty (30) days before the effective date of any other proposed Transfer. The notice must include all details of the proposed terms of Transfer, including but not limited to a complete copy of the documents and information provided by Franchisee and/or the Owner(s) to the proposed transferee and a copy of the documents and information provided by the proposed transferee to Franchisee and/or the Owner(s). Failure or delay in giving notice of a proposed Transfer will not deprive Franchisor of any of its rights in this Article 8.

8.05 Reasons for Disapproval. Franchisor may disapprove a proposed Transfer if, in its sole discretion, the proposed transferee is a person or entity which does not meet Franchisor's then-current qualifications for new SMILE SOURCE® franchise applicants or general membership in the Network or is a competitor of Franchisor or the Network. If Franchisor does not notify Franchisee that the Transfer is not approved within thirty (30) days after it receives the Transfer notice from Franchisee and all other information required by Section 8.04, the Transfer will be deemed approved, subject to satisfaction of the conditions in Section 8.06.

8.06 Transfer Requirements. If Franchisor tentatively approves (or is deemed to have approved) a proposed Transfer under Section 8.05, the requirements for that Transfer are:

(a) For a Control Transfer, Franchisor has waived or declined to exercise its right of first refusal under Section 8.08;

(b) For a Control Transfer, signing and delivery by the transferee of either (i) Franchisor's then-current form of franchise agreement, for an initial term equal to the time remaining in the term of this Agreement as of the Transfer; or, at Franchisor's sole option (ii) a written assumption of this Agreement. If Franchisor elects clause (i) and the Royalty rate stated in the then-current form of franchise agreement differs from the Royalty rate under this Agreement, the new franchise agreement will be amended to provide the Royalty rate under this Agreement remains in effect. All other terms of this Agreement may change in the new franchise agreement, including but not limited to the definition of the Territory. All applicable supplemental agreements attached to the franchise agreement or disclosure document, including guaranties, must also be signed by the transferee or its owners.

(c) Signing by Franchisee and all Owners of a special release of claims, except claims based on representations made in any disclosure document furnished to Franchisee and non-waivable statutory claims, against Franchisor and Franchisor's Owners, subsidiaries, affiliates, agents and employees in the form of Exhibit C to this Agreement.

(d) Payment of all of Franchisee's Obligations to Franchisor and Franchisor's subsidiaries and affiliates, including, but not limited to, all Royalties based on Gross Receipts through the date when the Transfer takes effect.

(e) Cure of any other defaults under this Agreement and any other agreement(s) between Franchisor or its subsidiaries and affiliates and Franchisee and its affiliates.

If Franchisee does not complete the approved Transfer within ninety (90) days after Franchisor's approval, or if there are material changes in the terms of the Transfer, Franchisor's approval will be void and Franchisee must once again comply with all applicable provisions of this Article 8 for the proposed Transfer.

8.07 Transfer Upon Death, Disability or Mental Incompetency. Transfers upon death, disability or mental incompetency will be subject to the same conditions as any other proposed Transfer. If the heirs, legatees or personal administrator of any person who held an interest subject to the restrictions of this Article 8 fail to comply with all the requirements of this Article 8, then the executor, administrator,

or personal representative of the deceased, disabled or incompetent Franchisee or Owner (provided adequate provision has been made for operation of the Office and the estate of Franchisee or Owner has assumed in writing the deceased, disabled or incompetent individual's Obligations under this Agreement) will have six (6) months from receipt of notice of Franchisor's disapproval of the heirs, legatees or personal representative to dispose of the individual's interest in Franchisee or the franchised Office, subject to Section 5.04 and to all terms and conditions for Transfer in this Agreement.

8.08 Franchisor's Right of First Refusal on Certain Control Transfers. For any proposed Control Transfer that is not within Section 8.02, Franchisor will have the right to match the purchase price offered by the proposed transferee and to substitute Franchisor as the buyer in the transaction. Any "no shop" or similar commitment by Franchisee and/or the Owners to any third party will not apply to Franchisor's rights under this Section. Franchisor may assign its right of first refusal to someone else either before or after Franchisor exercises the right. Franchisee must provide a true and complete copy of the term sheet, letter of intent, proposed purchase agreement, assignment document, description of financing or other contingencies, and any other documents reasonably necessary to support a prudent business decision on whether to exercise the right of first refusal. Franchisor must give written notice of its intent to purchase within thirty (30) days after Franchisor receives all information Franchisee is required to provide. Franchisor need not match non-price terms offered by the proposed transferee (such as post-closing employment terms, non-compete terms, escrow amounts and time periods, etc.), provided Franchisor offers reasonably equivalent economic value overall. If the prospective transferee's purchase price includes any non-cash consideration (e.g., equipment or real estate), Franchisor may substitute the reasonable equivalent in cash. Franchisor and Franchisee will jointly name an independent appraiser if they cannot agree on the reasonable equivalent in cash within a reasonable time. The independent appraiser's determination will be binding, and Franchisor and Franchisee will each pay half of the cost of the independent appraiser. Franchisor will have thirty (30) days after receipt of the appraiser's determination to decide whether to proceed with the purchase.

(a) If Franchisor exercises its right of first refusal, the closing will take place within sixty (60) days unless the Parties mutually agree to a later closing date. Franchisor will be entitled to all customary representations and warranties received by the buyer in similar transactions, including, without limitation, representations and warranties as to ownership, condition of and title to assets, liens and encumbrances on the assets, validity of contracts and agreements, and seller's contingent and other liabilities affecting the assets.

(b) If Franchisor elects not to exercise its rights under this Section, the transferor may complete the proposed Control Transfer after complying with Section 8.06, provided the final sale price is not less than the price at which Franchisor was entitled to purchase. If Franchisor determines that the final sale price is less than the price at which Franchisor was entitled to purchase, Franchisor may refuse to consent to the Transfer. Closing of the Transfer must occur within 60 calendar days of Franchisor's election not to exercise its rights. If closing does not occur within the 60-day period, the third party's offer will be treated as a new offer subject to Franchisor's rights in this Section.

8.09 No Waiver. Franchisor's approval (or deemed approval) of a Transfer will not constitute a waiver of any claims Franchisor may have against the transferor, nor will it be deemed a waiver of Franchisor's right to demand full compliance with the terms of this Agreement by the transferee.

ARTICLE 9. PRESERVATION OF NAMES AND MARKS

9.01 Franchisor's Title. Except for the franchise granted in this Agreement to Franchisee of the right to use the Names and Marks as provided in this Agreement, nothing in this Agreement may be

construed as an assignment or grant to the Franchisee of any right, title or interest in or to the Names and Marks. Franchisee expressly acknowledges Franchisor's rights in the Names and Marks and agrees not to contest, directly or indirectly, (i) Franchisor's ownership, title, right, or interest in the Names and Marks; (ii) the validity of this franchise; or (iii) Franchisor's right to register, use, or franchise others to use the Names and Marks.

9.02 Franchisee's Use. Franchisee will use the Marks only for the operation of the Office at the Designated Location during the term of this Agreement.

9.03 Notice of Registration. Franchisee agrees that, in each instance where the Names and Marks or the words "Member of the SMILE SOURCE® Network" are used by Franchisee, that use will include the "®" symbol for statutory notice of ownership.

9.04 Quality of Services and Products. Franchisee agrees that the services and products it provides will be of high standards, style, appearance and quality as to be adequate and suited to the protection and enhancement of the Names and Marks and the Network.

9.05 Conflicts with Franchisor. Franchisee and Franchisee's Owners agree they will not apply for any copyright, trademark or patent protection which could affect Franchisor's ownership and/or use of the Names and Marks, nor file any document with any governmental authority or take any action which could affect Franchisor's ownership and/or use of the Names and Marks nor will Franchisee assist anyone else in so doing.

9.06 Confidential Information. Franchisee and Franchisee's Owners acknowledge and agree that all aspects of the System, including but not limited to all details and information relating to Franchisor's services, programs, the Cooperative Buying Program, all data from Cooperative Buying Program transactions and other information, knowledge, or know-how received by Franchisee from access to the System and the Network, as provided in this Agreement, is the confidential and proprietary information ("Confidential Information") of Franchisor. Franchisee and Franchisee's Owners agree that the Confidential Information will be used only for the management and operation of the Office during the term of this Agreement and for no other purpose.

Throughout the term of this Agreement and for three (3) years following the nonrenewal, termination or Transfer of this Agreement or the Office, Franchisee and Franchisee's Owners:

(a) agree that the Confidential Information will not be used for the negotiation of special pricing and/or purchase concessions from any vendor, whether that vendor is participating in the Cooperative Buying Program or not; and

(b) will take reasonable steps to ensure all Confidential Information is kept confidential; provided, however, that during the term of this Agreement, Confidential Information may be disclosed to those Owners and employees of Franchisee who critically need to know that Confidential Information in relation to the management and operation of the Office, on the condition each Owner or employee is informed by Franchisee of the confidential and proprietary nature of that Confidential Information and of the confidentiality undertakings of this Agreement and agrees to be bound by the terms of this Section.

Franchisee and its Owners will be responsible for any breach of this Section 9.06 by Franchisee's employees or agents. The term "reasonable steps" means the steps that Franchisee and its Owners take to protect its and their own, similar confidential and proprietary information, which will not be less than a reasonable standard of care.

9.07 Unauthorized Use by Third Parties. Franchisee must notify Franchisor immediately in writing if Franchisee learns of any unauthorized use of all or any part of Franchisor's System or the Names and Marks. Franchisee must promptly notify Franchisor in writing of any claim, demand, or suit against

Franchisee or against its Owners for their use of the System or the Names and Marks. In any action or proceeding arising from or for that claim, demand, or suit, Franchisor may select legal counsel and may control the proceedings.

9.08 Change in Marks. Franchisor may change the Names and Marks and the specifications for their use upon reasonable notice to Franchisee. Franchisee must promptly conform, at Franchisee's own expense, to those changes.

ARTICLE 10. TERMINATION OF AGREEMENT

10.01 Events Permitting Termination. This Agreement may be terminated prior to the expiration of the Initial Term or any renewal term only in the following manner and for the following reasons:

- (i) Upon the mutual written agreement of Franchisor and Franchisee.
- (ii) In the Initial Term only, by Franchisee effective any day during the nineteenth (19th) full calendar month of the Initial Term; provided Franchisee gives Franchisor written notice, in the form of Exhibit D to this Agreement, that is received by Franchisor at least ninety (90) days before the effective date of that termination. However, if Franchisee fails to pay all amounts due and owing by Franchisee under this Agreement, through the effective date of that termination, including but not limited to all Royalty fees, late fees and interest, or, if Franchisee fails to satisfy the conditions stated in the written notice in the form of Exhibit D to this Agreement, then that termination by Franchisee under this subparagraph will be null and void and this Agreement will continue throughout the remainder of the Initial Term, as otherwise provided in this Agreement.
- (iii) By Franchisee if Franchisor fails to perform any material obligation or to comply with any material requirement imposed on it by this Agreement; provided however, that Franchisee promptly gives Franchisor written notice no later than one (1) year after the occurrence of that default enumerating all alleged deficiencies and Franchisor does not cure the default within sixty (60) days after it receives the notice from Franchisee (failure to give notice will constitute a waiver of that alleged default).
- (iv) By Franchisor if Franchisee fails, refuses, or neglects (a) to pay promptly any amounts owed to Franchisor or its subsidiaries or affiliates when due, and that failure continues for fifteen (15) days after receipt of written notice from Franchisor, or (b) to submit the financial information or other reports required by Franchisor under this Agreement or by any other agreement between Franchisee and any subsidiary or affiliate of Franchisor, or makes any false statements in connection therewith, and that failure continues for fifteen (15) days after receipt of written notice from Franchisor.
- (v) By Franchisor if any of the following events occur; provided, however, that Franchisor gives Franchisee written notice of that event setting forth the basis and Franchisee does not cure that event within sixty (60) days after it receives notice from Franchisor:
 - (a) Franchisee (except as otherwise provided in subsection (iv) of this Section) fails to perform any other obligation or comply with any other requirement imposed on it by this Agreement.
 - (b) Franchisee permits a final judgment exceeding five thousand dollars (\$5,000) to remain unsatisfied and of record for over thirty (30) days after that judgment is rendered and levied against Franchisee.

- (c) A final judgment is entered in a suit against Franchisee to foreclose any lien or mortgage relating to any indebtedness of Franchisee for the Office.
 - (d) Any loss or suspension of the dentist's professional license by any person performing services at the Office or the failure of Franchisee to secure and maintain all other licenses, permits and certificates necessary for Franchisee's operation of the Office or as otherwise required by this Agreement.
- (vi) By Franchisor (in Franchisor's sole discretion), upon written notice to Franchisee and with no cure rights, if any of the following events occur:
- (a) Franchisee or any of the Owners, by act or omission, materially and substantially impairs the goodwill associated with the business of Franchisor or its subsidiaries or affiliates or with the Name and Marks.
 - (b) Franchisee or any of its Owners has any direct or indirect interest in the ownership or operation of any business confusingly similar to the System or Network or that uses all or any part of the System or the Names and Marks without written authorization from Franchisor.
 - (c) Franchisee commits a default of this Agreement and Franchisor has twice previously given Franchisee written notice of the same type of default within the preceding twelve (12) months, whether or not Franchisee has cured the defaults.
 - (d) Franchisee acts without Franchisor's prior written approval or consent regarding a matter for which this Agreement expressly requires Franchisor's prior written approval or consent.
 - (e) Franchisee or any of its Owners breach the confidentiality provisions stated in Section 9.06.
 - (f) Any proceeding is instituted by or against Franchisee by a court of competent jurisdiction which seeks (i) to adjudicate Franchisee a bankrupt or insolvent, (ii) the liquidation, winding up or reorganization of Franchisee under any law relating to bankruptcy, insolvency or reorganization, or (iii) the entry of an order to appoint a receiver of Franchisee, and the proceeding is not dismissed or stayed within sixty (60) days after its commencement.
 - (g) Franchisee is required, under a final order of any court or governmental agency or department, to cease or materially restrict the operation of the Office due to violating any statute, ordinance, rule or regulation imposed by any governmental entity.
 - (h) Franchisee has not, as of the one hundred eightieth (180th) day after the Start Date, opened the Office or Franchisee closes the Office and the Office remains closed for a period over thirty (30) days.
 - (i) Franchisee or any of its Owners assign or attempt to assign any rights or delegate any duties under this Agreement without first obtaining Franchisor's prior written consent to a corresponding assignment of this Agreement or in any other manner not authorized by this Agreement.
 - (j) Franchisee or any of its Owners conduct a Transfer, as defined in Article 8, without first obtaining Franchisor's written consent to that Transfer.
 - (k) Any administrative, investigative, judicial or other similar action or proceeding is

commenced by or with any Federal, State or local dental licensing agency or board empowered to monitor or regulate compliance with the statutes, rules, regulations and codes of professional ethics governing the dental industry against Franchisee or its licensed dental personnel, and that action or proceeding is not dismissed or stayed within sixty (60) days after its commencement.

- (l) Franchisee or any of its licensed dental personnel is convicted in a court of competent jurisdiction of an offense, substantially related to the Office, punishable by a term of imprisonment over one year; or Franchisee or any of its licensed dental personnel enters a plea of guilty or no contest to a charge it/he/she committed that offense.
- (m) Franchisee or any of its Owners (except as otherwise provided in subsection (iv) of this Section) willfully falsifies any other record or report required to be submitted to Franchisor under this Agreement or any other related Agreement or document.
- (n) Franchisee or any of its Owners are excluded from participation in any federal health care program, or debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.

10.02 Effect on Other Agreements. If Franchisee is in default of its Obligations beyond any applicable cure period specified in Section 10.01 and Franchisor terminates this Agreement, Franchisor, at its option, may elect to terminate any other agreement between Franchisor (including Franchisor's subsidiaries and affiliates) and Franchisee relating to: (i) the Office and (ii) any one or more other dental office(s) and/or franchised offices of the Franchisee or subsidiaries or affiliates of Franchisee. Termination will be effective immediately upon receipt of notice by Franchisee, and Franchisee will then be obligated to comply with Article 11 regarding the terminated Office and other dental office(s).

ARTICLE 11.

OCCURRENCES UPON EXPIRATION, NON-RENEWAL OR TERMINATION

On expiration or termination of this Agreement or an approved Transfer of the Office, Franchisee and the Owners of Franchisee will promptly take the following actions:

- (a) immediately and permanently cease using the System and the Names and Marks in all forms of media, including but not limited to websites and all forms of social media, and not use similar or confusingly similar trade names, trademarks, service marks, logotypes or other commercial symbols;
- (b) discontinue representing itself as a franchisee of the System and the Names and Marks and a member of the Network;
- (c) pay all amounts due and owing to Franchisor through the date of expiration, Transfer or termination, including but not limited to its pro rata share of accrued costs of any advertisements or promotional materials developed or placed by Franchisor or its subsidiaries or affiliates for Franchisee prior to the termination, even if it continues after the termination date;
- (d) return all Confidential Information and Marketing Materials in Franchisee's actual or constructive possession received during the term of the Agreement;
- (e) cease holding itself out to the public as a present or former franchisee or operator of a dental care establishment under the System and the Names and Marks, as a member of the Network, or in any way associated therewith;
- (f) prevent, at Franchisee's expense, the operation of any business at the location of the Office by Franchisee or others in violation of this Article 11, including, without limitation,

removal of all distinctive signs and emblems, and removal all references to Franchisor, the System and the Names and Marks from Franchisee's websites, social media platforms, or directories of any kind;

(g) if any of the telephone numbers for the Office are listed under the Names and Marks or the Network in any white or yellow page directory or other marketing or advertisements wholly or partially paid for by a local marketing group, Franchisee may continue to use the current telephone numbers for the Office but only if Franchisee continues to timely pay to Franchisor, Franchisee's pro-rata share of those white or yellow page directory or other marketing or advertisement charges;

(h) take action to cancel any assumed names, internet domain names, email addresses or equivalent registration(s) or social media or mobile network identifiers that contain(s) all or any part of the Names and Marks or any variation or any other service mark or trademark of Franchisor, and Franchisee will furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within ten (10) days after termination or expiration of this Agreement or Transfer of this Agreement or the Office;

(i) notify every vendor from whom Franchisee has obtained any purchase discounts and/or price concessions in the Cooperative Buying Program and every payer under any insurance plan or managed care program in which Franchisee participates as a contracted provider, that Franchisee is no longer a member of the Network; and

(j) if Franchisor terminates this Agreement under subparagraph (iv), (v) or (vi) of Section 10.01, or Franchisee terminates or repudiates this Agreement (except under subparagraph (ii) or (iii) of Section 10.01), Franchisee must pay Franchisor within thirty (30) days following the date of termination, as liquidated damages ("Liquidated Damages"), an amount equal to the accrued Royalties during the immediately preceding twenty-four (24) full calendar months or the number of months remaining in the term of this Agreement at the date of termination, whichever is less. If Franchisee has been operating under this Agreement for less than twenty-four (24) months, then the amount will be the average monthly Royalty since the Start Date multiplied by twenty-four (24). Franchisee will also pay any taxes assessed on the payment. Regardless of the above computation, Liquidated Damages will not be less than one thousand dollars (\$1,000.00) per month. Liquidated Damages are paid in place of Franchisor's claim for lost future Royalties under this Agreement. Franchisor's right to receive other amounts due under this Agreement is not affected. If this Agreement is terminated because of either Party's material default, the rights described in this Section may not be the injured Party's exclusive remedies, but will instead supplement any other equitable or legal remedies available.

ARTICLE 12. INDEMNIFICATION BY FRANCHISEE

Franchisee agrees to indemnify, defend and hold harmless Franchisor, its officers, directors, shareholders, employees, agents, heirs, successors, assigns, and representatives (collectively, "Related Persons") against any and all claims, suits, losses, judgments, damages, and liabilities, including but not limited to malpractice of Franchisee or Franchisee's officers, directors, shareholders, or employees or the negligence of Franchisee, Franchisor, or Related Persons, including the cost of any investigation, legal, and other expenses in connection with and any amount paid in settlement of any claim, action, suit, or proceeding (collectively called "Claims") to which Franchisor or the Related Persons may become subject, but only if those Claims:

(a) arise out of or are based upon any facts and circumstances relating, directly or indirectly, to Franchisee's operations and business activities, or

- (b) arise out of or are in connection with:
- (i) any allegedly unauthorized use by Franchisee of the System or the Names and Marks;
 - (ii) allegedly defective products;
 - (iii) alleged professional errors or omissions of Franchisee or Franchisee's officers, directors, shareholders, employees, agents or contractors; or
 - (iv) any breach of this Agreement by Franchisee.

This right to indemnification is in addition to any other rights or remedies available to Franchisor, including the right to sue Franchisee for a misrepresentation, breach of warranty, or breach of covenant under this Agreement. If Franchisor is made a party to a legal proceeding in connection with Franchisee's acts or omissions, Franchisor may hire counsel to protect Franchisor's interests and bill Franchisee for all expenses and fees Franchisor incurs. Franchisee must promptly reimburse Franchisor for those expenses and fees.

ARTICLE 13. FINANCIAL REVIEW RIGHTS

In addition to its right to request financial information under Section 5.08 above, Franchisor may review Franchisee's books and records, including Franchisee's tax returns and financial data, including such information stored on Franchisee's business computer system, during normal working hours, to ensure Franchisee's compliance with its Obligations under this Agreement. Franchisee must take all commercially reasonable steps to exclude from the review process information considered "protected health information" under the Health Insurance Portability and Accountability Act. If Franchisor determines it is not commercially reasonable for Franchisee to exclude the protected health information, Franchisor and/or its reviewer must sign and deliver business associate agreement(s), as required by law, before conducting the review. Any review will be at Franchisor's sole cost and expense, unless the results of the review show that, during the review period, Franchisee understated its Gross Receipts by more than the lesser of thirty thousand dollars (\$30,000) or five percent (5%) of its actual Gross Receipts as revealed by the review, in which case Franchisee will, in addition to paying all delinquent Royalty fees, including interest, reimburse Franchisor for all costs and expenses of the review. If Franchisee fails to provide Franchisor with the requested financial information by the due date specified by Franchisor, Franchisor may send a person to the Office, during normal business hours, to inspect, review and photocopy the requested financial information and Franchisee will, in addition to paying all delinquent Royalty fees, including interest, reimburse Franchisor for all costs and expenses of the review. If Franchisee contests the findings by Franchisor in its review, Franchisee will hire, at Franchisee's sole cost and expense, an independent, certified public accountant acceptable to Franchisor to review Franchisee's books and records, and Franchisor agrees to be bound by that review. Franchisor further agrees that any certified public accounting firm of nationally recognized standing will be acceptable to it.

ARTICLE 14. DISPUTE RESOLUTION

14.01 Negotiation and Mediation.

14.01.1 Agreement to Use Procedures. Franchisor, Franchisee and the Owners and guarantors of the Franchisee have reached this Agreement in good faith and in the belief it is mutually advantageous to them. In the same spirit of cooperation, they pledge to resolve any dispute without litigation or arbitration. Subject to Section 14.01.3, they agree that, if any dispute arises between them, before beginning any legal action or arbitration to interpret or enforce this Agreement, they will first attempt to negotiate a settlement and, if either Party files a mediation

proceeding, they agree to participate in the mediation. Good faith participation in these procedures to the greatest extent reasonably possible is a precondition to maintaining any legal action or arbitration to interpret or enforce this Agreement.

14.01.2 Initiation of Procedures. The Party that initiates these procedures (“Initiating Party”) must give written notice to the other Party, describing the dispute, specifying the Initiating Party’s claim for relief, and identifying one or more people with authority to settle the dispute for him, her, or it. The Party receiving the notice (“Responding Party”) has ten (10) days within which to designate by written notice to the Initiating Party one or more people with authority to settle the dispute on the Responding Party’s behalf. These people are called the “Authorized People.”

14.01.3 Direct Negotiations. The Authorized People may investigate the dispute as they consider appropriate, but agree to meet in person, by prearranged teleconference, or by video conference within fourteen (14) days from the Initiating Party’s written notice to discuss resolution of the dispute. The Authorized People may meet at any times and places and as often as they agree. Each Party will pay its own costs for these negotiations.

14.01.4 Mediation. If the dispute has not been resolved within thirty (30) days after the initial meeting, either Party may, at its option, begin mediation procedures. Mediation will be conducted in Harris County, Texas by and under the mediation rules of a dispute resolution organization which Franchisor, in its sole discretion, designates (“ADR Organization”). Franchisor will pay the mediator’s fee for the first four (4) hours of mediation. After that, the Parties will equally share the costs of mediation, other than their own attorney fees.

14.02 Arbitration. Except as provided in Section 14.03, any dispute relating to this Agreement or the relationship between Franchisor and Franchisee and the Owners, if not settled by negotiation or mediation, must be determined by arbitration under the rules for commercial arbitration of the ADR Organization, as varied by the express provisions of this Agreement. Any issue regarding arbitrability of a claim or the enforcement of this Article will be governed by the Federal Arbitration Act and the federal common law of arbitration. Franchisor and Franchisee will designate their selection of a single neutral arbitrator, from among those suggested arbitrators identified by the ADR Organization. If the Parties have not submitted their selection of arbitrators in order of preference from among the list provided by the ADR Organization, timely within the period designated by the ADR Organization, the arbitrator will be appointed by the ADR Organization. Unless otherwise agreed by the Parties, all arbitration proceedings will be held in Harris County, Texas. Discovery will be to the extent permitted by the designated arbitrator. If proper notice of any hearing has been given, the arbitrator will have full power to take evidence or to perform any other acts to arbitrate the matter absent any Party who fails to appear and may, if appropriate, decide the matter on documents only. The Parties to this Agreement waive the making of a record, written or recorded, of any and all arbitration proceedings. An arbitration proceeding under this Agreement will be conducted on an individual (not a class-wide) basis and may not be consolidated with any other arbitration proceedings to which Franchisor is a party. The arbitrator will base his or her decision and award on the terms and conditions of this Agreement and the law, common and statutory, governing this Agreement. The award may include money damages (including Liquidated Damages as provided in Section 11(j)), specific performance and injunctive relief, and the arbitrator may award the prevailing party (as determined by the arbitrator) part or all of its reasonable costs and attorneys’ fees for the proceeding; however, the arbitrator is not empowered to award punitive, exemplary, or other consequential damages. The arbitrator will issue a written, reasoned decision containing findings of fact and conclusions of law and explaining the manner in which any awarded damages are calculated. The arbitrator will not have authority to extend, modify or suspend any of the terms of this Agreement. A

request for arbitration will not operate to stay, postpone or rescind the effectiveness of a demand for performance or a notice of termination or of non-renewal of this Agreement. The arbitrator may award interest from the date of any damages for breach or other violation of this Agreement, until paid in full, at a rate to be fixed by the arbitrator, but in no event less than 12% per annum or the maximum rate permitted by law, whichever is less. The decision and award of the arbitrator will be conclusive and binding upon all Parties to the arbitration. Judgment upon any award(s) rendered by the arbitrator may be entered in any court having jurisdiction. Each party waives any objection it may have to venue in those courts, waives any claim the proceedings have been brought in an inconvenient forum, and waives the right to assert that the court does not have jurisdiction over the Party. If the award is upheld by a court of competent jurisdiction in a proceeding by either Party to enforce the award or to challenge the award, the Party challenging the award or resisting its enforcement must pay, to the extent permitted by law, all reasonable costs, legal fees, and expenses incurred by the Party defending the award or seeking its enforcement, with interest on the award from its issuance as determined by the court.

14.03 Exceptions. Notwithstanding Sections 14.01 and 14.02:

(a) Nothing in this Agreement will bar either Party's right to obtain preliminary injunctive relief in court against any conduct or threatened conduct that causes or will cause it loss or damages pending arbitration of a covered dispute under Section 14.02, under the usual equity rules, including the rules for obtaining restraining orders and preliminary injunctions.

(b) Nothing in this Agreement will be deemed to bar Franchisor or Franchisee from seeking declaratory relief or preliminary and permanent injunctive relief and/or damages in court regarding: (i) the ownership, validity, use, misuse or infringement of the Names and Marks or other intellectual property of Franchisor; (ii) actual or threatened disclosure or misuse of Confidential Information or trade secrets; or (iii) enforcement of Franchisee's post-termination obligations in Article 11.

(c) Nothing in this Agreement precludes Franchisor or Franchisee from bringing collection proceedings before the courts designated in Section 14.04 if a Party is over sixty (60) days late in paying any sums due under this Agreement or any other agreement between Franchisee and Franchisor or its subsidiaries or affiliates.

14.04 Jurisdiction and Venue. For any litigation permitted by this Agreement, Franchisor, Franchisee and the guarantors consent to personal and subject matter jurisdiction and venue in the State and Federal Courts having power and authority within or including Harris or Montgomery County, Texas. Jurisdiction and venue in these courts will be exclusive except with respect to enforcement of an arbitration award as provided in Section 14.02. Nothing will be deemed to bar either Franchisor's or Franchisee's right to remove proceedings from State to Federal Court. The Parties waive all objections to personal jurisdiction and venue of the ADR Organization and the foregoing courts to carry out this Article.

14.05 Governing Law. This Agreement is governed by and will be interpreted under the laws of the State where the Office is located, except that: (i) the arbitration clause (Section 14.02) will be exclusively governed by and construed according to the Federal Arbitration Act, and (ii) trademark rights will be governed by and construed according to the Lanham Act.

14.06 Waiver of Exemplary Damages. The Parties waive to the fullest extent permitted by law any right to or claim of any punitive, exemplary, multiple, or consequential damages against the other, except that (a) Franchisor does not waive its right to: (i) Liquidated Damages under Section 11(j); (ii) any damages permitted by the Lanham Act; or (iii) indemnification under Article 12 for any such damages claimed or awarded against Franchisor or Related Persons; and (b) neither Party waives its right to seek reimbursement of attorneys' fees and costs as provided in this Agreement.

14.07 Remedies Nonexclusive. Except as expressly provided in this Article 14, no right or remedy conferred upon or reserved to Franchisor or Franchisee by this Agreement is exclusive of any other right or remedy under this Agreement or by law or equity provided or permitted, but each will be cumulative of every other right or remedy.

14.08 Attorney's Fees. In any litigation under Section 14.03, the prevailing party (as determined by the court) will be entitled to recover its reasonable attorneys' fees and other costs incurred for the proceeding.

ARTICLE 15. NOTICES AND OTHER COMMUNICATIONS

All notices, requests or other communications required or permitted under this Agreement:

- (a) must be in writing; and
- (b) will be given and deemed to have been served if (i) delivered in person to the address set forth below for the Party to whom the notice is given; or (ii) placed in the United States certified mail, postage prepaid, return receipt requested, addressed to that Party at their address as set forth below (which will be deemed given on the earlier of 3 business days after being so mailed, the date of actual receipt, or the date delivery is refused); or (iii) deposited into the custody of a nationally recognized overnight courier service for overnight delivery, addressed to that Party at their address set forth below (which will be deemed given on the earlier of the next business day following the deposit, the date of actual receipt, or the date delivery is refused); or (iv) telecopied, emailed with pdf attachment or sent by other form of electronic transmission to that Party, provided the sending Party has received confirmation that the telecopy or electronic transmission has been successfully transmitted and, in addition, a copy of the notice is sent by one other form of delivery provided above.

The addresses and telecopier numbers of the Parties are:

Franchisor: Smile Source L.P.
23824 Highway 59 North
Kingwood, Texas 77339
Telephone: (281) 359-2344
Fax: (281) 661-1071
Email: Legal@SmileSource.com

Franchisee: «Comp Legal Name»
(Franchisee's Legal Name)
«DBA Name»
(Doing Business As)
«Comp Address L1», «Comp Address L2»
(Street Address)
«Comp City», «Comp ST» «Comp Zip»
(City, State & Zip Code)
«Comp Mail Address L1», «Comp Mail Address L2»
(Mailing Address, if different)
«Comp Mail City», «Comp Mail ST» «Comp Mail Zip»
(City, State & Zip Code)
Telephone: «Comp Phone»
Fax: «Comp Fax»
Email: «Comp Email Address»

Any Party may change its address for notices by giving written notice of that change of address to the other Party as specified in this Article 15. Notices will be deemed given when sent under this Article 15.

ARTICLE 16. ACKNOWLEDGMENTS

16.01 Independent Investigation. Franchisee acknowledges that Franchisee has conducted an independent investigation of the business franchised by this Agreement, and recognizes that the business venture contemplated by this Agreement involves business risks and its success will be dependent, in a significant part, upon the individual ability of Franchisee and/or its Owners. Franchisor expressly disclaims making, and Franchisee acknowledges that no claims of success have been made to it prior to signing this Agreement and that Franchisee has not received, any warranty or guarantee, express or implied, on the potential volume or profits of the business venture contemplated by this Agreement or on the suitability of the Designated Location for the Office; provided, however, that nothing in this or any related agreement disclaims the written representations Franchisor made in the Franchise Disclosure Document that Franchisor delivered to Franchisee. Franchisee acknowledges that Franchisor's approval of Franchisee's Designated Location and/or the Office does not constitute recommendation or endorsement of the location of the Office, nor any assurance by Franchisor that the operation of a dental care center at the Designated Location will be successful or profitable.

16.02 Receipt of Documents. Franchisee acknowledges that Franchisor or its agent has provided Franchisee with a Franchise Disclosure Document not later than the earlier of fourteen (14) calendar days before the execution of this Agreement, or fourteen (14) calendar days before any payment of any consideration to Franchisor for this sale of a franchise. Franchisee further acknowledges that Franchisee has read that Franchise Disclosure Document and understands its contents. Franchisee further acknowledges that Franchisor has provided Franchisee with a copy of this Agreement and all related documents containing all material terms, at least seven (7) calendar days prior to Franchisee's execution of this Agreement.

Franchisee acknowledges it has had ample opportunity to consult with its own attorneys, accountants and other advisors and that the attorneys for Franchisor have not advised or represented Franchisee regarding this Agreement or the relationship created. Franchisee, together with its advisers, has sufficient knowledge and experience in financial and business matters to make an informed investment decision regarding the franchise.

16.03 Organization of Franchisee. If Franchisee is a corporation or any other authorized legal entity, Franchisee represents, warrants and covenants that:

- (a) Franchisee is duly organized and validly existing under the laws of the State of its formation.
- (b) Franchisee is duly qualified and authorized to do business in each jurisdiction in which its business activities, or the nature of properties owned by it, may require qualification.
- (c) Franchisee's corporate charter, written partnership agreement or other organizational documents provide that the activities of Franchisee are confined exclusively to the operation of the Office under the System, unless otherwise consented to in writing by Franchisor.
- (d) The signing and delivery of this Agreement and the transactions contemplated by it are within Franchisee's lawful power.

16.04 Other Acknowledgments. Franchisee does not know of any representations by Franchisor or its officers, directors, shareholders, employees, agents or servants, about the business contemplated by this Agreement that are contrary to this Agreement or the Franchise Disclosure Document. Franchisee

represents, as an inducement to Franchisor's entry into this Agreement, that neither Franchisee nor any of the Owners have made any misrepresentations in obtaining this Agreement.

Franchisee knows that other present or future franchisees of Franchisor may join and operate under different agreement(s), and consequently that Franchisor's obligations and rights regarding its various franchisees may differ materially in certain circumstances.

ARTICLE 17. GENERAL PROVISIONS

17.01 Definition of "Franchisee" and "General Member". Unless otherwise specified, the term "Franchisee" as used in this Agreement will include the individual signatories to this Agreement; or, if Franchisee is an entity, those other persons whose names and signatures appear below and who by their execution of this Agreement agree to be personally and individually bound by all the terms by this Agreement. Unless otherwise specified, the terms "General Member" and, collectively, "General Members," as used in this Agreement will include a dentist or dental entity who signs a membership agreement ("Membership Agreement") to participate in the Network and System without the right to use the Names and Marks in any manner.

17.02 Exclusion. Each party represents and warrants that it has not been excluded from participation in any federal health care program, or debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency. Throughout this Agreement, the term "federal health care program" has the meaning set forth at 42 U.S.C. § 1320a-7b(f) and includes such programs as Medicare, Medicaid, military health care programs such as TRICARE (formerly known as CHAMPUS) and certain other government funded health care programs and plans. Each party agrees that it shall promptly notify the other parties in the event such party is excluded from participation in, or is otherwise unable to participate in, any federal health care program, or debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency, during the Term of this Agreement.

17.03 Entire and Only Agreement. This Agreement, all exhibits to this Agreement and all ancillary agreements executed contemporaneously with this Agreement constitute the entire agreement between the Parties referring to the matter of this Agreement and supersede all prior negotiations, understandings, representations, and agreements; provided, however, that nothing in this or any related agreement disclaims the written representations Franchisor made in the Franchise Disclosure Document that Franchisor delivered to Franchisee. Franchisee acknowledges Franchisee is entering into this Agreement, and all ancillary agreements executed contemporaneously with this Agreement, because of Franchisee's own independent investigation of the System and the Network and not because of any representations about Franchisor, the System or the Network made by Franchisor's shareholders, officers, directors, employees, agents, representatives, independent contractors or franchisees contrary to the terms in this Agreement or of any prospectus, disclosure document or other similar document required or permitted to be given to Franchisee under applicable law.

17.04 Amendments. Except as provided in Section 6.02 or otherwise provided in this Agreement, no alterations, modifications, amendments or changes in this Agreement will be effective or binding upon any Party, unless the same are in writing and executed by an authorized representative of both Franchisor and Franchisee.

17.05 Severability. Except as provided to the contrary, each section, part, term and/or provision will be severable; and if any section, part, term or provision is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, will not impair the operation of, or have any other effect upon, other sections, parts, terms and/or

provisions of this Agreement as may remain otherwise intelligible, and the latter will continue to be given full force and effect and bind the Parties; and except for Franchisor's election rights under Section 5.04, the invalid sections, parts, terms and/or provisions will be deemed not to be a part of this Agreement.

17.06 Approvals in Writing. Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee will make a timely written request to Franchisor for approval or consent, and that approval or consent will be obtained in writing. Franchisor agrees to respond in a timely fashion whenever Franchisee makes a timely written request for Franchisor's prior approval or consent. Approvals given by Franchisor in this Agreement will not constitute a waiver of Franchisor's rights or Franchisee's duties under any provision.

17.07 No Warranties by Franchisor. Except as otherwise provided in any written agreement between Franchisor and Franchisee, Franchisor makes no warranties or guarantees upon which Franchisee may rely. Franchisor assumes no liability or obligation to Franchisee by providing any waiver, approval, consent, suggestion or consultation to or with Franchisee for this Agreement, or by any delay or denial of any request for such waiver, approval, consent suggestion or consultation.

17.08 No Waiver. No failure of a Party to exercise any power reserved to it by this Agreement, or to insist upon strict compliance by the other Party with any obligation or condition, and no custom or practice of the Parties at variance with the terms, will constitute a waiver of that Party's right to demand exact compliance with this Agreement. Waiver by a Party of any default by the other Party will not affect or impair that Party's right regarding any subsequent default of the same, similar, or different nature; nor will any delay, forbearance, or omission of a Party to exercise any power or right arising out of any breach or default by the other Party of the terms, provisions, or covenants of this Agreement, affect or impair that Party's right to exercise the same.

17.09 Waiver of Consumer Rights and Remedies. To the extent permitted by law, Franchisee expressly waives every one of its rights and remedies arising under the Deceptive Trade Practices-Consumer Protection Act, Section 17.41 et seq., Texas Business and Commerce Code (other than Section 17.555), a law that gives consumers special rights and protections. After consultation with an attorney of Franchisee's own selection, Franchisee does voluntarily consent to this waiver. Franchisee represents and warrants it has knowledge and experience in financial and business matters that enables it to evaluate the merits and risks of the transactions contemplated by this Agreement and that it is not in a significant disparate bargaining position vis-à-vis Franchisor at the time of entering into this Agreement.

17.10 Survival. The provisions of this Agreement as they relate to matters, events, or conditions occurring or existing prior to the expiration, termination, non-renewal or Transfer of this Agreement will survive the expiration, termination, non-renewal or Transfer of this Agreement. Further, Article 9 (Preservation of Names and Marks), Article 11 (Occurrences on Expiration, Non-Renewal or Termination), Article 12 (Indemnification by Franchisee), Article 13 (Financial Review Rights), Article 14 (Dispute Resolution), and Section 14.08 (Attorney Fees) will survive the expiration, termination, non-renewal or Transfer of this Agreement.

17.11 No Third Party Beneficiaries. Notwithstanding anything to the contrary, nothing in this Agreement is intended, nor will be deemed, to confer upon any person or legal entity other than Franchisor or Franchisee and their respective successors and assigns as contemplated by Article 8, any rights or remedies under or by this Agreement.

17.12 Assignment by Franchisor. Franchisor may assign this Agreement or any rights or obligations created by it without Franchisee's consent upon the following conditions: (i) Franchisor reasonably believes that the assignee can perform Franchisor's obligations under this Agreement and

(ii) the assignee expressly agrees in writing to assume Franchisor's obligations under this Agreement.

17.13 Time is of the Essence. Time is of the essence in all matters relating to every provision of this Agreement.

17.14 Gender and Number. Any reference in this Agreement to the masculine, feminine or neuter gender includes the other genders, and any reference to the singular or plural number includes the other number.

17.15 Captions. The Captions in this Agreement are for reference only and will not affect the meaning, interpretation or scope of this Agreement.

17.16 Guaranty. Franchisee and all Owners must approve this Agreement and sign separately written guaranties of Franchisee's payments and performance in the form of Exhibit B to this Agreement. Franchisee represents and warrants that all Owners of Franchisee on the Effective Date are shown below and that Franchisee and the Owners will notify Franchisor, as provided in Article 8, of any proposed change in the Owners of Franchisee after the Effective Date.

«TableStart:CompOwner1»«Dr FName 1» «Dr MName 1» «Dr LName 1»«TableEnd:CompOwner1»

17.17 Electronic Signing and Delivery. Whenever the written consent of any Party to this agreement is required by this Agreement, any written consent or signature page signed and transmitted by electronic means, by facsimile machine, or by scanning and transmission in PDF format by email is treated as an original document. The handwritten or electronic signature of any Party on a faxed or scanned and emailed document is considered as an original signature, and the document transmitted is considered to have the same binding effect as an original signature on an original document. No Party to this Agreement may challenge the authenticity of any document signed and delivered in compliance with this Section solely based on the method by which a document has been transmitted.

IN WITNESS WHEREOF, the Parties to this Agreement have signed this document on the dates below their signatures, in multiple counterparts, each of which will be an original for all purposes. The term of this Agreement and the period on which Royalties are assessed will begin on the Start Date specified in Section 3.01. If it has been signed and delivered by Franchisee, this Agreement will become legally binding on the date below the signature of Franchisor's signatory (the "Effective Date").

FRANCHISOR:
Smile Source L.P.

FRANCHISEE:
«COMP LEGAL NAME»

By: SMILE SOURCE MANAGEMENT L.L.C.,
General Partner of SMILE SOURCE L.P.

By: _____
Name: Trevor Maurer
Title: President and CEO
Effective Date: _____

By: «TableStart:CompOwner 2» _____
Name: «Dr FName 2» «Dr MName2» «Dr LName2», «Mbr Cred 2»
Title: «Owner Title 2»
Date Signed: «TableEnd:CompOwner 2» _____

EXHIBIT A
TERRITORY

The Territory is the area within the centerlines of the following highways, streets and boundary lines, as they exist on the Effective Date of this Franchise Agreement:

«Territory Desc»

Note: The above Territory applies only to the Designated Location stated in Section 1.04 of this Franchise Agreement. If Franchisee has one or more additional approved location(s), the territory for each additional approved location must be specified in a separate franchise agreement for each additional approved location.

EXHIBIT B
GUARANTY OF FRANCHISE AGREEMENT

In consideration of, and as an inducement to, the signing and delivery of the Franchise Agreement (“Agreement”) with a Start Date of _____, 20____, by and between Smile Source L.P., a Texas limited partnership (“Franchisor”), and _____, a _____, (“Franchisee”), each of the undersigned (each a “Guarantor”) guarantees unto Franchisor that the Franchisee will perform during the term of the Agreement every covenant, payment, agreement and undertaking by Franchisee contained and set forth in the Agreement. Capitalized terms not defined in this Guaranty have the same meaning as in the Franchise Agreement.

1. Guarantee of Payment Obligations

(a) Franchisor, its successors and assigns, may from time to time, without notice to the undersigned (i) resort to the undersigned for payment of the liabilities and obligations of Franchisee to Franchisor (the “Liabilities”), whether or not Franchisor or its successors have proceeded against any other of the undersigned or any party primarily or secondarily liable on the Liabilities, (ii) release or compromise any liability of the undersigned or any liability of any party or parties primarily or secondarily liable on the Liabilities, and (iii) extend, renew or credit the Liabilities for any period (whether or not longer than the original period); (iv) alter, amend or exchange the Liabilities; or (v) give any other form of indulgence, whether under the Agreement or not.

(b) Notwithstanding Paragraph 1(a):

(i) With respect to Franchisee’s obligation to pay Royalties to Franchisor under Article 4 of the Agreement, with respect to the Office, the dollar liability of each Guarantor will not exceed \$15,000; and

(ii) If Franchisee has obtained insurance as set out in Section 5.02 of the Agreement and has named Franchisor as an additional named insured, then, with respect to Franchisee’s obligation to indemnify Franchisor, its officers, directors, shareholders, employees, agents, heirs, successors, assigns, and representatives under Article 12 of the Agreement, the liability of each Guarantor will be limited to amounts not covered by applicable insurance issued to Franchisee (e.g., as a result of a deductible, stop loss retention, or liability in excess of policy limits). This paragraph is not intended to, and will not be construed to, impose any limit on Franchisee’s liability for the indemnity obligations under the Agreement.

2. Other Obligations

The undersigned agrees to comply with and abide by all covenants and provisions of the Agreement, as they relate to the Owners of Franchisee, to the same extent as and for the same time as Franchisee must comply with and abide by those covenants and provisions, including but not limited to the covenants and provisions of Section 5.03 (Professional Status and Requirements), Section 5.10 (Practice Outside of Designated Location), Article 8 (Transfer of Interest by Franchisee), Section 9.06 (Confidential Information), Article 11 (Occurrences Upon Expiration, Non-Renewal or Termination) and Article 14 (Dispute Resolution). These obligations of the undersigned will survive any expiration or termination of the Agreement or this Guaranty. Nothing in this Guaranty: (i) limits a person’s liability under or otherwise affects any separate non-compete, confidentiality, or other written agreement executed in a personal capacity by any Guarantor in favor of Franchisor; or (ii) precludes Franchisor from seeking injunctive or other equitable relief against a Guarantor.

3. Waivers

The undersigned waives presentment, demand, notice of dishonor, protest, nonpayment and all other notices, including without limitation: notice of acceptance, notice of all contracts and commitments; notice of the existence or creation of any liabilities under the Agreement and of the amount and terms thereof; and notice of all defaults, disputes or controversies between Franchisee and Franchisor resulting from the Agreement or otherwise, and the settlement, compromise or adjustment thereof.

4. Enforcement Costs

The undersigned agrees to pay all expenses paid or incurred by Franchisor in enforcing the Agreement and this Guaranty against Franchisee and against the undersigned and in collecting or attempting to collect any amounts due by Franchisee or the undersigned, including reasonable attorneys’ fees if enforcement or collection is by or through an attorney-at-law.

5. Continuing Effect

Any waiver, extension of time or other indulgence granted from time to time by Franchisor, its agents, its successors or assigns, regarding the Agreement, will in no way modify or amend this Guaranty, which will be continuing, absolute, unconditional and irrevocable.

6. Joint and Several Liability

If more than one person signs this Guaranty, the term “the undersigned,” as used herein will refer to each person, and the liability of each of the undersigned will be joint and several and primary.

7. Survival of Obligations

Upon the death of a Guarantor, the Guarantor’s estate will be bound by this Guaranty, but only for obligations existing at the time of death. The obligations of the surviving Guarantors will continue in full force and effect.

GUARANTOR:

GUARANTOR:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

EXHIBIT C
SPECIAL RELEASE OF CLAIMS

This SPECIAL RELEASE OF CLAIMS (“Release”) is entered into by and between Smile Source L.P., a Texas Limited Partnership (“Franchisor”), and _____, a _____ (“Franchisee”). Franchisor and Franchisee are collectively referred to as Parties.

WHEREAS, Franchisor and Franchisee have entered into a Franchise Agreement, with a Start Date of the ___ day of _____, 20__ (“Franchise Agreement”) for the franchised dental care center at _____; and

WHEREAS, Franchisee desires to renew or Transfer the Franchise Agreement;

NOW, THEREFORE, as a material inducement for Franchisor to renew or Transfer the Franchise Agreement and in accordance with Article 3 of the Franchise Agreement and in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by all Parties; the undersigned Parties **RELEASE AND FOREVER DISCHARGE**, and by these presents do for Franchisee and Guarantor(s), and for their respective heirs, executors, legal representatives, administrators, agents, successors and assigns, **RELEASE AND FOREVER DISCHARGE** Franchisor, its parent, subsidiaries, affiliates and their officers, directors, attorneys, shareholders, and employees, in their corporate and individual capacities, including, without limitation, claims arising under Federal, State, and local laws, rules, and ordinances arising out of, or connected with, performing the Franchise Agreement or any other agreement between Franchisor and Franchisor’s subsidiaries and affiliates and Franchisee prior to the effective date stated below.

This Release will not apply to (i) claims arising out of representations made by Franchisor in any franchise disclosure document furnished to Franchisee for the Franchise Agreement; or (ii) non-waivable statutory claims.

It is further understood and agreed there are no promises of any additional payments or of any further benefits to be received by Franchisee from Franchisor, its employees, agents, successors, assigns and/or affiliates other than the consideration recited.

It is acknowledged, agreed and understood we have read this Special Release of Claims and it is a complete, written statement of the terms and conditions of the Special Release of Claims.

(Signatures on next page.)

IN WITNESS WHEREOF, the Parties to this Special Release of Claims have signed this document on the dates below their signatures, in multiple counterparts, each of which will be an original for all purposes and will be effective as of the ____ day of _____, 20__.

FRANCHISOR:
SMILE SOURCE L.P.

FRANCHISEE:

By: SMILE SOURCE MANAGEMENT L.L.C.,
General Partner of SMILE SOURCE L.P.

By: _____
Name: Trevor Maurer
Title: President and CEO
Date Executed: _____

By: _____
Name: _____
Title: _____
Date Executed: _____

By: _____
Name: _____
Title: _____
Date Executed: _____

GUARANTOR(S):

By: _____
Name: _____
Date Executed: _____

By: _____
Name: _____
Date Executed: _____

EXHIBIT D
NOTICE OF ELECTION TO OPT OUT OF FRANCHISE AGREEMENT

This Notice of Election to Opt Out of Franchise Agreement (“Notice”) is provided by the undersigned (“Franchisee”) to Smile Source L.P. (“Franchisor”) as provided in Section 10.01(ii) of the Smile Source Franchise Agreement, with a Start Date of _____, 20____, for the franchised Office at _____, (“Franchise Agreement”). Capitalized terms not defined in this Agreement have the same meaning as in the Franchise Agreement.

CONDITIONS FOR OPT OUT OF FRANCHISE AGREEMENT

Franchisee agrees that the following conditions must be satisfied by Franchisee for the opt out of the Franchise Agreement to be effective. Franchisee also agrees that if every condition stated in this Notice is not timely satisfied by Franchisee, Franchisee may not opt out of the Franchise Agreement and the Franchise Agreement will continue for the remainder of the Initial Term.

1. Franchisee is electing to opt out of the Franchise Agreement effective _____, 20____ (“Opt Out Date”), which is a date within the 19th full calendar month of the Initial Term of the Franchise Agreement.
2. This Notice must be given by Franchisee to Franchisor under the notice provisions in Article 15 of the Franchise Agreement.
3. Substitutions for this form of Notice will not constitute a valid notice under Section 10.01(ii) of the Franchise Agreement.
4. This Notice must be received by Franchisor at least ninety (90) days before the Opt Out Date.
5. Franchisee must identify, below or on an attachment to this Notice, the specific reason(s) why Franchisee is electing to opt out of the Franchise Agreement.

Reason(s): _____

6. Franchisee must pay all money owed to Franchisor or to any subsidiary or affiliate of Franchisor by the Opt Out Date and must timely pay the monthly Royalty, together with the sales report, for the final two (2) months of the term within forty-five (45) days after the end of the respective month, as provided in the Franchise Agreement.
7. Franchisee must return to Franchisor all Confidential Information, as defined in the Franchise Agreement, received during the term of the Franchise Agreement.
8. Franchisee must not hold itself out to the public as a present or former franchisee or operator of a dental care establishment under the Smile Source Names and Marks, as a member of the Smile Source Network, or in any way associated with the Smile Source.
9. Franchisee must notify every vendor, from whom Franchisee has obtained any price reductions (including purchase discounts and rebates) and also every payer under any insurance plan or managed care program in which Franchisee participates as a contracted provider, advising them that Franchisee is no longer a member of the Smile Source Network and is no longer entitled to any purchase discounts and/or price concessions available to members of the Smile Source Network or a provider in the Smile Source Network.
10. Franchisee must fully and timely comply with all terms and conditions of the Franchise Agreement relating to a former franchisee’s obligations following a termination of the Franchise Agreement, including but not limited to Article 11 and Section 17.10 of the Franchise Agreement.

CONDITIONS FOR CLEAR CONFIDENCE CLAUSE

In addition to satisfaction of the above requirements for the opt out of the Franchise Agreement to be effective, Franchisee agrees that the following conditions must have been satisfied during the Test Period, to the reasonable satisfaction of Franchisor, in order for Franchisee to be qualified for Franchisor’s Clear Confidence Clause

1. Franchisee has not have been and is not now in default, whether cured or not, of the Franchise Agreement or any other agreement between Franchisee and Franchisor or its subsidiaries and affiliates and has timely paid each month all Royalty fees together with the applicable monthly sales report.
2. Franchisee must have attended at least one (1) Smile Source Exchange conference in its entirety.
3. Franchisee must have attended at least two (2) of Franchisor’s local, regional and/or state franchisee meetings that include Franchisee’s Office Territory.

ACKNOWLEDGMENTS

By signing and sending this Notice to Franchisor and provided Franchisee fully complies with the conditions stated above, Franchisee acknowledges that effective the Opt Out Date, the Franchise Agreement will be terminated and Franchisee will be removed from all Smile Source pricing, promotions, and exclusive programs, which include but are not limited to:

- Invoice Discounts
- Statement Credits
- Exclusive Rebates
- Reduced and Free Shipping Programs
- Credit Card Processing Savings
- Protected Trade Area Investment
- Trade Area Demographic Profile Information
- Future Potential Managed Care Agreements
- Annual Service Agreements
- Local Smile Source Marketing Campaigns
- Product returns after exit date may not reflect Smile Source discount pricing

IN WITNESS WHEREOF, Franchisee has signed this Notice of Election to Opt Out of Franchise Agreement on the date stated below.

FRANCHISEE:

By: _____
Name: _____
Title: _____
Date Signed: _____

FRANCHISOR'S ACKNOWLEDGMENT OF RECEIPT:

Method of delivery of Notice (*check one*):

- Personal Delivery by _____
- U.S. Certified Mail
No: _____
- Overnight Courier by _____
No: _____

Received By: _____

Printed Name: _____

Date Received: _____

EXHIBIT E
ADMINISTRATIVE FEE EXCEPTIONS

EXHIBIT E-2

ADDENDUM TO FRANCHISE AGREEMENT

In accordance with Section 17.04 of the Franchise Agreement with a Start Date of the ____ day of _____, 20____, between _____, of _____, and Smile Source L.P., a Texas Limited Partnership, of 23824 Highway 59 North, Kingwood, Texas 77339, (the “Franchise Agreement”), certain provisions of the Franchise Agreement are hereby amended as follows:

Section 4.01 of the Franchise Agreement is hereby amended to read in its entirety as follows:

4.01 Royalty. Beginning on the Start Date, and continuing throughout the Initial Term and any renewal term of this Agreement, Franchisee must pay, without demand, to Franchisor a monthly royalty (“Royalty”) equal to the lesser of (i) ____ percent (____%) of the Gross Receipts (as defined in this Section) of the Office or (ii) if applicable, the Monthly Royalty Cap (as defined in this Section).

The term “Gross Receipts” means all amounts received by the Office minus “Allowable Sales Deductions” consisting of sales taxes and other similar taxes collected from patients or customers on the amount of sales transactions, reimbursements to insurance carriers and governmental agencies for overpayments, cash refunds to patients or customers and money lost on returned checks.

The term “Monthly Royalty Cap” means Two Thousand Seven Hundred Fifty Dollars (\$2,750.00). Franchisee, however, will be eligible for the Monthly Royalty Cap only if the following requirements are satisfied:

- (a) Franchisor receives Franchisee’s written notice asserting eligibility for the Monthly Royalty Cap, provided any such eligibility may not be for a date that is more than twelve (12) months before the date of Franchisee’s written notice; and
- (b) If Franchisee’s eligibility for the Monthly Royalty Cap is first effective for any month other than the first month of the Initial Term or any renewal term(s), Franchisee must sign a renewal Franchise Agreement with a Start Date of the first day of the month in which Franchisee is first eligible for the Monthly Royalty Cap; and
- (c) Franchisee must report the Gross Receipts and Allowable Sales Deductions for the Office stated in this Agreement separate from any other dental office of the Franchisee; and
- (d) Franchisee’s monthly Gross Receipts and Allowable Sales Deductions report and the related Royalty payment for the Office must not be delinquent under Section 4.02.

If Franchisee is delinquent in reporting and/or paying the Royalty in any month during a Contract Year, as defined in this Section, then the Monthly Royalty Cap will not apply for the entire Contract Year and Franchisee must pay Royalty for the entire Contract Year based on the percentage of Gross Receipts stated in this Section. The term “Contract Year” means the twelve (12) month period commencing on the Start Date and each subsequent (12) month period during the Initial Term and any renewal term(s).

Provided Franchisee meets the requirements of subparagraphs (a), (b), (c) and (d) of this Section, in every month of the applicable Contract Year, the Royalty payable for the last month of that Contract Year, will be computed as follows:

- (i) The total Royalty amount for the Contract Year based on the percentage of Gross Receipts stated in this Section will be computed (the “Annual Royalty Amount”).
- (ii) If the Annual Royalty Amount is equal to or greater than \$33,000, then the Royalty

payable for the last month of that Contract Year will be \$33,000 minus the total Royalty payments made by Franchisee for the first eleven (11) months of that Contract Year.

(iii) If the Annual Royalty Amount is less than \$33,000, then the Royalty payable for the last month of that Contract Year will be the Annual Royalty Amount minus the total Royalty payments made by Franchisee for the first eleven (11) months of that Contract Year.

The Royalty has been priced to provide to Franchisor compensation commensurate with the value of the franchise to Franchisee and services Franchisor furnishes to Franchisee.

If applicable law does not permit amounts received for dental services to be included in the calculation of Gross Receipts to compute and pay the Royalty, then the term “Gross Receipts” will not include receipts from those services; and the Gross Receipts as calculated will be multiplied by two (2) to calculate the Royalty (the “Alternate Royalty Computation Method”).

If a legal determination is made by a government or regulatory authority with jurisdiction over this Agreement or by Franchisor, upon advice of counsel, that the current method of calculating the Royalty, including the Alternate Royalty Computation Method, does not conform to current law, then Franchisor and Franchisee agree to negotiate in good faith another fee arrangement that would conform to the law and provide equivalent economic value to the Franchisor. If the Parties do not so agree within ninety (90) days after notice by Franchisor that a new agreement regarding fees is necessary, this Agreement will terminate, in Franchisor’s sole discretion, immediately upon written notice by Franchisor to Franchisee. All post-termination obligations of the Parties will remain in effect.

The term “Obligation(s)” means (i) all amounts Franchisee owes to Franchisor from time to time under this Agreement (including but not limited to Royalty payments and marketing fees) and under any other agreement between Franchisee and Franchisor and its subsidiaries and affiliates; and (ii) the reasonable costs and expenses that Franchisor incurs to collect or attempt to collect amounts due from Franchisee.

If this Agreement is terminated by Franchisee during the nineteenth (19th) full calendar month of the Initial Term, as provided in subsection (ii) of Section 10.01 of this Agreement, Franchisee may be qualified for a refund of Royalty fees paid during the first eighteen (18) months of the Initial Term (the “Test Period”). The requirements for a Royalty refund for the Test Period are as follows:

- (a) Franchisor has received Franchisee’s properly completed Notice of Election to Opt Out of Franchise Agreement (see Exhibit D in Franchise Agreement) at least ninety (90) days before the requested opt out date.
- (b) Franchisee has not been and is not then in default, whether cured or not, of this Agreement or any other agreement between Franchisee and Franchisor or its subsidiaries and affiliates and has timely paid each month all Royalty fees with the applicable monthly sales report.
- (e) Franchisee has attended at least one (1) Smile Source Exchange conference in its entirety.
- (f) Franchisee has attended at least two (2) of our local, regional and/or state franchisee meetings that include your Office Territory.

If the Franchisee has satisfied all of the above requirements to the reasonable satisfaction of Franchisor, then the Franchisee will be qualified for a partial refund of Royalty fees paid during the Text Period. The portion of the Royalty fees to be refunded to the Franchisee will be the difference between the total Royalty fees paid by Franchisee to Franchisor for the Test Period less any discounts and rebates

received by Franchisee from dental supply purchases and dental lab purchases, under the respective Smile Source vendor program, during the Test Period.

The Royalty refund will be paid by the Franchisor to the Franchisee in a timely manner following the receipt by Franchisor from Franchisee, within ninety (90) days following the Opt Out Date, all information necessary for the proper computation of the amount of the Royalty refund.

Ratification of Franchise Agreement

In every other respect, Franchisor and Franchisee hereby ratify and confirm the Franchise Agreement and that the Franchise Agreement will remain in full force and effect, as amended by this Addendum.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum to Franchise Agreement on the dates below their signatures, in multiple counterparts, each of which will be an original for all purposes. If it has been signed and delivered by Franchisee, this Addendum will become legally binding on the date below the signature of Franchisor’s signatory (the “Effective Date”).

FRANCHISOR:
SMILE SOURCE L.P.

FRANCHISEE:

By: SMILE SOURCE MANAGEMENT L.L.C.,
General Partner of SMILE SOURCE L.P.

By: _____
Name: Trevor Maurer
Title: President and CEO
Effective Date: _____

By: _____
Name: _____
Title: _____
Date Executed: _____

EXHIBIT F

GUARANTY OF FRANCHISE AGREEMENT

In consideration of, and as an inducement to, the signing and delivery of the Franchise Agreement (“Agreement”) with a Start Date of _____, 20____, by and between Smile Source L.P., a Texas limited partnership (“Franchisor”), and _____, a _____, (“Franchisee”), each of the undersigned (each a “Guarantor”) guarantees unto Franchisor that the Franchisee will perform during the term of the Agreement every covenant, payment, agreement and undertaking by Franchisee contained and set forth in the Agreement. Capitalized terms not defined in this Guaranty have the same meaning as in the Franchise Agreement.

1. **Guarantee of Payment Obligations**

(a) Franchisor, its successors and assigns, may from time to time, without notice to the undersigned (i) resort to the undersigned for payment of the liabilities and obligations of Franchisee to Franchisor (the “Liabilities”), whether or not Franchisor or its successors have proceeded against any other of the undersigned or any party primarily or secondarily liable on the Liabilities, (ii) release or compromise any liability of the undersigned or any liability of any party or parties primarily or secondarily liable on the Liabilities, and (iii) extend, renew or credit the Liabilities for any period (whether or not longer than the original period); (iv) alter, amend or exchange the Liabilities; or (v) give any other form of indulgence, whether under the Agreement or not.

(b) Notwithstanding Paragraph 1(a):

(i) With respect to Franchisee’s obligation to pay Royalties to Franchisor under Article 4 of the Agreement, with respect to the Office, the dollar liability of each Guarantor will not exceed \$15,000; and

(ii) If Franchisee has obtained insurance as set out in Section 5.02 of the Agreement and has named Franchisor as an additional named insured, then, with respect to Franchisee’s obligation to indemnify Franchisor, its officers, directors, shareholders, employees, agents, heirs, successors, assigns, and representatives under Article 12 of the Agreement, the liability of each Guarantor will be limited to amounts not covered by applicable insurance issued to Franchisee (e.g., as a result of a deductible, stop loss retention, or liability in excess of policy limits). This paragraph is not intended to, and will not be construed to, impose any limit on Franchisee’s liability for the indemnity obligations under the Agreement.

2. **Other Obligations**

The undersigned agrees to comply with and abide by all covenants and provisions of the Agreement, as they relate to the Owners of Franchisee, to the same extent as and for the same time as Franchisee must comply with and abide by those covenants and provisions, including but not limited to the covenants and provisions of Section 5.03 (Professional Status and Requirements), Section 5.10 (Practice Outside of Designated Location), Article 8 (Transfer of Interest by Franchisee), Section 9.06 (Confidential Information), Article 11 (Occurrences Upon Expiration, Non-Renewal or Termination) and Article 14 (Dispute Resolution). These obligations of the undersigned will survive any expiration or termination of the Agreement or this Guaranty. Nothing in this Guaranty: (i) limits a person’s liability under or otherwise affects any separate non-compete, confidentiality, or other written agreement executed in a personal capacity by any Guarantor in favor of Franchisor; or (ii) precludes Franchisor from seeking injunctive or other equitable relief against a Guarantor.

3. **Waivers**

The undersigned waives presentment, demand, notice of dishonor, protest, nonpayment and all other notices, including without limitation: notice of acceptance, notice of all contracts and commitments; notice of the existence or creation of any liabilities under the Agreement and of the amount and terms thereof; and notice of all defaults, disputes or controversies between Franchisee and Franchisor resulting from the Agreement or otherwise, and the settlement, compromise or adjustment thereof.

4. **Enforcement Costs**

The undersigned agrees to pay all expenses paid or incurred by Franchisor in enforcing the Agreement and this Guaranty against Franchisee and against the undersigned and in collecting or attempting to collect any amounts due by Franchisee or the undersigned, including reasonable attorneys' fees if enforcement or collection is by or through an attorney-at-law.

5. **Continuing Effect**

Any waiver, extension of time or other indulgence granted from time to time by Franchisor, its agents, its successors or assigns, regarding the Agreement, will in no way modify or amend this Guaranty, which will be continuing, absolute, unconditional and irrevocable.

6. **Joint and Several Liability**

If more than one person signs this Guaranty, the term "the undersigned," as used herein will refer to each person, and the liability of each of the undersigned will be joint and several and primary.

7. **Survival of Obligations**

Upon the death of a Guarantor, the Guarantor's estate will be bound by this Guaranty, but only for obligations existing at the time of death. The obligations of the surviving Guarantors will continue in full force and effect.

GUARANTOR:

GUARANTOR:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

EXHIBIT G
NONDISCLOSURE AGREEMENT TO
PROTECT RELEASE OF CONFIDENTIAL INFORMATION

In the course of our forthcoming discussions, negotiations, and your investigation of the franchise opportunity being offered to you by Smile Source, we will reveal to you certain confidential and proprietary information of Smile Source and its subsidiaries and affiliates ("Confidential Information") as defined below. The Confidential Information is proprietary to Smile Source and has been developed and maintained at substantial cost to Smile Source. Disclosure of the Confidential Information to third parties could cause substantial and irreparable damage to Smile Source. In the interest of avoiding any misunderstandings about the basis on which Confidential Information is disclosed to you, we are requesting that you read and agree to the following terms.

As a material inducement for our agreement to disclose certain Confidential Information to you, you agree not to disclose any of the Confidential Information to any third party, other than your trusted advisor who agrees to be bound by the terms of this nondisclosure agreement, except as may be specifically authorized in writing by an officer of Smile Source. The Confidential Information in this context consists of the Disclosure Document and all attached exhibits, and further includes but is not limited to, the business organization and plan, contracts, agreements, customer lists, product pricing, managed care initiatives and other related business ideas and concepts of Smile Source and its subsidiaries and affiliates. You also agree to take reasonable steps to ensure that your employees, representatives, and agents do not disclose any Confidential Information to any other persons. The term "reasonable steps" means the steps that you take to protect your own, similar confidential and proprietary information, which will not be less than a reasonable standard of care.

You agree that the Confidential Information will not be used for any purpose other than determining whether to become affiliated with the Smile Source franchise network. On termination or expiration of our discussions, you shall surrender to Smile Source all originals and all copies of Confidential Information in your possession and will refrain from the further use and disclosure, in any manner, of any Confidential Information.

If these terms are acceptable to you, please sign this agreement below where indicated. Thank you for your cooperation in this matter.

ACCEPTED AND AGREED

Signature

Signature

Printed Name

Date

Printed Name

Date

Exhibit H
List of Smiles Source Franchisees
as of December 31, 2019

Office ID	Office State	Office City	Office Address	Office Zipcode	Office Phone	Doctor No. 1
914	AK	Anchorage	121 West Fireweed Lane #280	99503	(907) 258-7060	Scott Lyke
1012	AK	Anchorage	3501 Denali St. #302	99503	(907) 229-1990	Pat Dorman
382	AL	Birmingham	2216 Old Springville Rd., Suite A	35215	(205) 853-4600	M. Reid Marshall
272	AL	Dothan	200 Parkwest Circle., Suite 1	36303	(334) 446-3211	Nathan Pfister
124	AL	Huntsville	204 Lowe Avenue SE, Suite 1	35801	(256) 533-0051	Sonja Gill
651	AR	Beebe	71 Hwy 64 W	72012	(501) 882-5491	Robert Beavers
1048	AR	Bentonville	1001 Southeast 28th Street	72712	(479) 271-9900	John Curtis
173	AR	Bryant	3316 Highway 5 N., Suite 1	72019	(501) 778-9222	Clint Fulks
843	AR	Bryant	612 West Commerce, Suite 1	72022	(501) 847-9191	Alan Nguyen
592	AR	Fayetteville	2131 N. Crossover Blvd.	72703	(479) 856-6610	Angela Broomfield
990	AR	Fayetteville	152 East Appleby Road	72703	(479) 445-6884	Nathaniel Behrents
1065	AR	Fayetteville	162 East Sunbridge Drive	72703	(479) 521-4161	Richard Roblee
508	AR	Fort Smith	2913 S. 74th St.	72903	(479) 484-5050	W. Wesley Moore
351	AR	Hot Springs	2220 Malvern Avenue	71901	(501) 623-6132	Brandon Kyle Benton
587	AR	Hot Springs	1919 Malvern Ave	71901	(501) 781-0246	Lance Porter
1001	AR	Hot Springs	1911 Malvern Ave., STE A	71901	501) 609-9196	Stephen Harrison
409	AR	Jacksonville	815 Marshall Road	72076	(501) 982-4447	Ted Pinney
928	AR	Jonesboro	2800 Enterprise Cove	72401	(870) 972-8190	Robert Kaloghirou
822	AR	Little Rock	209 South State street	72201	(501) 375-0265	William Knight
893	AR	Little Rock	10825 Kanis Road #500	72211	(501) 244-3500	Matthew Bridwell
884	AR	Maumelle	1701 Club Manor Drive, Suite 4	72113	(501) 851-1414	Dustin Wallace
991	AR	Rogers	5305 Village Parkway Suite 12	72758	(479) 445-6884	Nathaniel Behrents
386	AZ	Glendale	11851 N. 51st Ave., Suite 120	85304	(623) 419-5683	Kelvin Ngo
403	AZ	Glendale	5664 West Bell Road	85308	(602) 978-3500	Ryan Arthurs
471	AZ	Glendale	18555 N. 79th Ave., #A-104	85308	(623) 878-6333	John Upton
32	AZ	Goodyear	14940 West Indian School Rd	85395	(623) 536-6789	Daniel Wolter
472	AZ	Sedona	6446 SR 179, VOC	86351	(928) 202-4467	John Upton
404	AZ	Sun City West	13925 W. Meeker Blvd., Suite A	85375	(623) 537-5327	Ryan Arthurs
360	AZ	Tempe	420 W. Warner Rd., Suite 101	85284	(480) 894-8101	Trent Smallwood
528	CA	Beverly Hills	8920 Wilshire Blvd., Suite 701	90211	(310) 652-8383	Kevin Frawley
550	CA	Camarillo	445 Rosewood Ave, Suite P	93010	(805) 388-3319	Michael Potts
267	CA	Greenbrae	1000 S. Eliseo Dr., Suite 202	94904	(415) 461-3141	Eric Zaremski
268	CA	Irvine	15785 Laguna Canyon Rd., Suite 200	92618	(949) 551-5902	Scott Rice
1022	CA	Irvine	1400 Reynolds Avenue, #110	92614	(949) 508-2626	Robert Perry
344	CA	Ladera Ranch	777 Corporate Dr., Suite 100	92694	(949) 347-5521	Lincoln Parker
166	CA	Laguna Niguel	30131 Town Center Drive, Suite 220	92677	(949) 770-7686	William Gregg
551	CA	Livermore	1018 Murrieta Blvd. Suite B	94550	(925) 273-7650	Joseph Hwang
507	CA	Los Angeles	2990 S. Sepulveda Blvd., Ste. 204	90064	(310) 477-1081	Les Latner
1062	CA	Los Angeles	1826 West 7th Street	90057	(213) 484-6660	Dan Benyamini
312	CA	Los Gatos	15951 Los Gatos Blvd., Suite 8	95032	(408) 402-0900	Gregory Sawyer
488	CA	Moorpark	4217 Tierra Rejada Rd.	93021	(805) 243-3999	Zachary Potts
976	CA	Moreno Valley	12721 Moreno Beach Drive	92555	(951) 330-3251	Robert Houchin
720	CA	Murrieta	25109 Jefferson Ave., Suite #225	92562	(951) 225-4664	Michael Wasemiller
753	CA	Murrieta	29910 Murrieta Hot Springs Rd., Ste R	92563	(951) 677-9104	Dhanesh Pore
562	CA	Oroville	2250 Myers Street	95966	(530) 533-7545	Daniel Appel
269	CA	Rohnert Park	1330 Medical Center Dr., Suite 1	94928	(707) 585-2555	Wayne Sutton
362	CA	San Jose	1241 Meridian Ave.	95125	(408) 266-6144	Sapana Kothary
594	CA	San Jose	5150 Graves Ave., Suite #11A	95129	(408) 753-9955	John Hao Rong
271	CA	Santa Barbara	1511 State Street	93101	(805) 899-3600	Mark Weiser
492	CA	Sunnyvale	895 E Fremont Ave #101	94087	(408) 732-0220	Dipa Mehta
663	CA	Temecula	29645 Rancho California Rd., Ste 118	92591-5284	(951) 676-6600	Richard Lindley
754	CA	Temecula	31205 Pauba Road, Ste 205	92592	(951) 506-6870	Dhanesh Pore
634	CA	Thousand Oaks	394 Lombard St.	91360	(805) 379-5222	Amy Nabi
1052	CA	Tustin	17501 Irvine Blvd Suite 101	92780	(714) 835-4441	Sheldon Lu

Office ID	Office State	Office City	Office Address	Office Zipcode	Office Phone	Doctor No. 1
446	CA	Walnut Creek	106 La Casa Via, Suite 280	94598	(925) 932-2110	Troy Schmedding
725	CA	Walnut Creek	2021 Ygnacio Valley Rd., Ste 401	94598	(925) 933-6092	Benjamin Tsaur
558	CO	Arvada	11890 W 64th Ave	80004	(303) 422-0094	Mark Uremovich
506	CO	Aurora	2900 S. Peoria St, Unit C	80014	(303) 751-3321	Daniel Zeppelin
116	CO	Boulder	1200 Yarmouth Ave, Unit C-1C	80304	(720) 440-9987	Richard Abrams
716	CO	Boulder	2830 Valmont Rd	80301	(303) 444-3232	Kyle Daniel
94	CO	Castle Rock	734 Wilcox Street, Suite 200	80109	(303) 257-8237	Vikash Kanchanlal
224	CO	Castle Rock	2356 Meadows Boulevard, Suite 170B	80109	(303) 663-6030	Michael Rowlette
498	CO	Castle Rock	4344 Woodlands Blvd., Suite 140	80104	(303) 660-9333	Jennifer Sibo
452	CO	Colorado Springs	2435 Research Parkway, Suite 250	80920	(719) 260-9000	Chris Brady
500	CO	Colorado Springs	5780 N. Carefree Circle, Suite 100	80917	(719) 597-9737	Paul Smith
443	CO	Denver	1164 Elati St.	80204	(303) 246-0100	William Pains
449	CO	Denver	7060 E. Hampden Ave., Ste 101	80224	(303) 758-2066	Jacquelyn Cox
645	CO	Denver	1660 S. Albion St., Suite 715	80222	(303) 758-4287	Roy Theriot
706	CO	Denver	999 18th St., Suite 1350A	80202	(303) 377-5337	Gary Radz
844	CO	Denver	700 Broadway #1135	80203	(303) 832-4867	Nick Poulos
667	CO	Lakewood	3190 S Wadsworth Blvd, Ste 300	80227	(303) 988-9060	Scott Greenhalgh
698	CO	Lakewood	3333 S. Wadsworth Blvd., Bldg D, Ste 309	80227	(303) 988-6767	Gregory Bauer
699	CO	Lakewood	7373 W. Jefferson Ave, Suite 204	80235	(303) 988-7800	Brennan Bonati
765	CO	Lakewood	12600 West Colfax Avenue Suite B-100	80215	(303) 234-1349	Kenneth Ostrov
190	CO	Littleton	7621-A Shaffer Pkwy	80127	(303) 972-2224	Jon Caulfield
368	CO	Littleton	10268 W. Centennial Road, Suite 100	80127	(303) 933-2066	LeJon Carreon
381	CO	Littleton	5920 S. Estes St., Suite 200	80123	(303) 988-6118	Guy Grabiak
456	CO	Littleton	4260 S Wadsworth Blvd, Unit 100	80123	(303) 988-4949	Eileen McGinty
560	CO	Littleton	9137 S. Ridgeline Blvd., Suite 150	80129	(303) 470-0017	Lynelle Zabel
561	CO	Littleton	9102 W. Ken Caryl Ave., Suite 200	80128	(303) 978-9572	Thomas Froning
1023	CO	Littleton	2100 West Littleton Boulevard	80120	(303) 798-4571	Claire-Marie Bender
30	CO	Longmont	1818 Mountain View Ave.	80501	(303) 651-3733	Richard Abrams
1070	CO	Loveland	1524 West Eisenhower Boulevard	80537	(970) 669-3967	Alexandra Blomquist
249	CT	Berlin	39 Webster Square Rd.	06037	(860) 828-3933	Michael Maroon
276	CT	Bethel	76 Stony Hill Rd.	06801	(203) 408-3102	Nicholas Borrello
635	CT	Burlington	8 Milford St.	06013	(860) 673-7155	Bethaney Brenner
283	CT	Cromwell	26 Shunpike Road, Suite A	06416	(860) 894-2933	Michael Maroon
826	CT	Manchester	483 Middle Turnpike West, Suite 102	06040	(860) 649-2272	Ryaz Ansari
948	CT	Middlebury	1625 Straits Turnpike, #210	06762	(203) 598-3889	Arsalan Elahi
568	CT	Middletown	195 South Main Street	06457	(860) 346-2470	Betsy Crosswell
597	CT	Vernon	281 Hartford Turnpike, Suite 105	06066	(860) 871-2618	Darryl Simms
787	DC	Washington	1010 Quincy Street Northeast	20017	(202) 832-5766	Cheryl Lee
186	FL	Bradenton	815 40th St. West	34205	(941) 896-3915	Iyad Fakhouri
614	FL	Bradenton	6220 Manatee Ave West, Suite 401	34209	(941) 792-3033	Joel Alford
707	FL	Bradenton	6220 Manatee Ave West, Suite 101	34209	(941) 792-0435	José Goldberg
1005	FL	Cantonment	2350 Hwy 29	32533	(850) 968-2106	Chris Campus
473	FL	Cooper City	9720 Stirling Road, Suite 211	33024	(954) 437-6855	Elizabeth Ziadie
1010	FL	Fort Myers	13691 Metro Parkway	33912	(239) 768-5900	Adam Beno
729	FL	Ft. Lauderdale	800 E. Broward Blvd., Suite 706	33301	(954) 522-3228	Thomas McCawley
740	FL	Jacksonville	1677 Art Museum Drive	32207	(904) 396-4746	Harrison Beaver, III
232	FL	Largo	11450 Oakhurst Rd.	33774	(727) 595-4289	James Carreiro
685	FL	Largo	2320 W. Bay Dr.	33770	(727) 518-6000	Terry Hamblen
708	FL	Longboat Key	595 Bay Isle Rd., Suite 110	34228	(941) 383-6400	Michael O'Neil
477	FL	Miami	9275 SW 152nd Street	33157	(305) 235-3909	Dolcie Chin
749	FL	Naples	501 Goodlette Rd. North, Suite B202	34102	(239) 261-7291	Dean Mourselas
735	FL	Orlando	112 S Lucerne Circle E	32801	(407) 425-4901	Gustavo De Oliveira
1004	FL	Pensacola	850 South Palafox Street, Unit 101-B	32502	(850) 495-2999	Chris Campus
1006	FL	Pensacola	12385 Sorrento Rd	32507	(850) 492-7647	Chris Campus
658	FL	Sarasota	2191 Siesta Drive	34239	(941) 365-3377	James Foley
436	FL	St. Petersburg	1 Progress Plaza, Suite 830	33701	(727) 822-8101	John Ferullo
686	FL	Sunrise	2500 University Drive, Suite 9	33322-3003	(954) 741-8580	William Zenga, Jr.
631	FL	Tampa	4014 W. Estrella St., Suite A	33629	(813) 253-3679	William Wang

Office ID	Office State	Office City	Office Address	Office Zipcode	Office Phone	Doctor No. 1
788	FL	Tampa	6526 Gunn Highway	33625	(813) 616-5189	Dennis Demirjian
789	FL	Tampa	3321 West Kennedy Blvd	33609	(813) 602-7014	Dennis Demirjian
814	FL	Tampa	4302 Henderson Boulevard, Suite 117	33629	(813) 839-2273	Marnie Bauer
836	FL	Tampa	3614 Madaca Lane	33618	(813) 902-2449	Elizabeth Dy
858	FL	Tampa	11123 Dale Mabry Highway	33618	(813) 855-2273	Amy Creech-Gionis
859	FL	Tampa	11321 CountryWay Boulevard	33626	(813) 855-2273	Amy Creech-Gionis
865	FL	Tampa	4306 West Kensington Avenue	33269	(813) 356-0555	Marnie Bauer
920	FL	Tampa	2333 West Cypress Street	33609	(813) 251-5740	David Goldscheim
1040	FL	Tampa	4614 South Ferdinand Avenue	33611	(813) 451-6875	Will Deliz
219	GA	Alpharetta	4205 North Point Pkwy, Building D	30022	(678) 245-6816	Brett Silverman
129	GA	Atlanta	1100 Peachtree St. NE, Suite 680	30309	(404) 897-1699	Berneer Dunson
137	GA	Atlanta	4840 Roswell Rd. NE, Ste A100	30342	(404) 256-0009	Wendell Campbell, III
156	GA	Atlanta	2841 Greenbriar Parkway Southwest, Ste 306	30331	(404) 344-5000	Gloria Clarke
676	GA	Atlanta	1050 Marietta St NW, Unit A	30318	(404) 549-5570	Syretta Wells
677	GA	Atlanta	1833 Delowe Drive S.W.	30311	(404) 793-2570	Syretta Wells
770	GA	Atlanta	6230 Old National Hwy	30349	(770) 994-7811	Alfred Wyatt
777	GA	Atlanta	3730 Carmia Drive SW, Suite 170	30331	(404) 349-7889	Joseph Murray
896	GA	Atlanta	275 14th Street North West., Suite 100	30318	(678) 901-9180	Jason Eaglin
899	GA	Atlanta	2800 Palmview Court SouthWest	30331	(678) 464-0109	O'tisha Preston-Hill
929	GA	Atlanta	475 Bill Kennedy Way	30316	(404) 622-0622	Genise Evans
1035	GA	Augusta	4045 Jimmie Dyess Parkway	30909	(706) 231-0170	Tjjuan Williams
1066	GA	Augusta	3636 Wheeler Road	30909	(706) 869-9117	Emmanuel Ngho
454	GA	Austell	1790 Mulkey Rd #4	30106	(770) 739-4400	Arlita Jackson DMD
115	GA	Columbus	7189 Moon Road	31909	(706) 327-3364	Joseph Narde
151	GA	Columbus	7407 North Lake Loop	31909	(706) 323-8811	Matthew Adams
245	GA	Cumming	1024 Market Place Blvd.	30041	(770) 844-6771	Page Barden
102	GA	Decatur	3660 Flat Shoals Road, Suite 100	30034	(440) 334-9542	Marc Roberts
273	GA	Decatur	3653 Flakes Mill Rd., Suite E	30034	(770) 981-3006	Anthony Parrish
432	GA	Decatur	3069 Clifton Springs Rd.	30034	(770) 593-3426	Ida Lanier-Gregg
975	GA	Decatur	5992 Covington Highway	30035	(770) 322-3121	Monica Jones
678	GA	Douglasville	7191 Douglas Blvd., Suite A	30135	(404) 549-5570	Syretta Wells
774	GA	Duluth	3796 Satellite Boulevard, Suite 100	30096	(770) 476-4140	Ken Cheng
244	GA	Dunwoody	1719 Mt. Vernon Road	30338	(770) 394-4310	Jeff Rodgers
778	GA	East Point	967 Cleveland Avenue	30344	(404) 762-5770	Joseph Murray
894	GA	Fayetteville	692 North Glynn Street, Suite S	30214	(770) 716-2701	Jason Eaglin
968	GA	Fayetteville	565 East Lanier Avenue	30214	(678) 461-0188	Kenneth Collins
1026	GA	Grayson	2219 Loganville Highway	30017	(678) 337-1800	Alisa Nelson-Wade
1024	GA	Griffin	1528 Lucky Street	30223	(770) 227-0223	Mark Martindale
960	GA	Hampton	11349 Tara Boulevard	30228	(678) 619-2388	Adrienne Ammons
1019	GA	Jackson	178 Jackson Street	30233	(770) 866-2080	David Jenkins
1055	GA	Jesup	135 Peachtree Street	31545	(912) 427-2660	William Trout
897	GA	Johns Creek	6290 Abbotts Bridge Road., Suite 101	30097	(770) 418-1771	Jason Eaglin
895	GA	Jonesboro	248 Arrowhead Boulevard	30236	(770) 471-2333	Jason Eaglin
165	GA	Kennesaw	2980 Lewis Street NW	30144	(770) 422-1554	Bruce Hester
511	GA	Kennesaw	2430 Powell Place NW	30144	(770) 424-1705	J. Lee Amason, Jr.
414	GA	Lithonia	2998 Turner Hill Road, Suite 100	30038	(404) 289-7311	Brian Buchanan
433	GA	Lithonia	3035 Panola Rd., Suite A	30038	(770) 593-3426	Ida Lanier-Gregg
913	GA	Lithonia	8200 Mall Parkway, Suite B	30038	(770) 482-7400	Jamal Duval
956	GA	Marietta	3535 Roswell Road, Suite 3	30062	(770) 627-5598	Michael Thomas
764	GA	McDonough	70 Westridge Pkwy	30253	(770) 898-3192	Jordan Brunson
965	GA	McDonough	1705 Highway 20 West, Suite 200	30253	(770) 954-0072	Rolin Desir
815	GA	Morrow	2339 Lake Harbin Road	30260	(770) 961-1222	Darryal McCullough
194	GA	Newnan	2819 Highway 34 East	30265	(770) 254-8787	Charles Cheney, III
121	GA	Palmetto	501 Park Street	30268	(770) 463-4541	Jordan Brunson
241	GA	Peachtree	403 Highway 74 North, Suite A	30269	(770) 631-3380	David Boag
898	GA	Pooler	103 Park Avenue, Suite 200	31322	(912) 525-7777	Robert Miller
995	GA	Pooler	145 Traders Way, Suite A	31322	(912) 748-4365	Frank Scarbrough
1016	GA	Pooler	1000 Town Centre Boulevard	31322	(912) 507-5576	Matthew Allen

Office ID	Office State	Office City	Office Address	Office Zipcode	Office Phone	Doctor No. 1
1054	GA	Richmond Hill	10104 Ford Avenue	31324	(912) 445-5337	William Trout
996	GA	Rincon	613 Towne Park Drive West, Suite 301	31326	(912) 748-4365	Frank Scarbrough
233	GA	Riverdale	7557 Highway 85	30274	(770) 996-8772	Melissa Jones
871	GA	Savannah	901 East 66th Street	31405	(912) 525-7777	Robert Miller
927	GA	Savannah	330 Hodgson Court	31406	(912) 844-2324	Blake Jones
952	GA	Savannah	1 Mall Terrace	31406	(912) 352-7808	Matthew Rosenthal
974	GA	Savannah	613 Stephenson Avenue, Suite 201	31405	(912) 353-9993	Kamiti Harden
994	GA	Savannah	501 Eisenhower Drive	31406	(912) 354-1515	Frank Scarbrough
1056	GA	Savannah	5209 Paulsen Street	31405	(912) 355-1512	William Trout
1057	GA	Savannah	14045 Abercorn Street	31419	(912) 920-5577	William Trout
1069	GA	Savannah	314 Stephenson Avenue	31405	(912) 355-2688	Kim Turner
1077	GA	Savannah	911 East 67th Street	31405	(912) 547-7687	J. Brian Baker
113	GA	Smyrna	3246 Atlanta Road SE, Suite B	30080	(770) 432-1344	David Lamothe
138	GA	Smyrna	4687 South Atlanta Rd. SE, Suite 214	30080	(404) 799-8499	Amon Meadows
144	GA	Smyrna	4045 Orchard Road SE, Ste 300	30080	(770) 433-0445	Clarence Addison, Jr.
474	GA	Smyrna	3640 Highlands Pkwy SE	30082	(678) 888-5895	Aja Nichols
136	GA	Stockbridge	299 Country Club Drive	30281	(770) 506-9818	Sharcola Vaughn
977	GA	Stockbridge	239 Village Center Parkway, Suite 200	30281	(678) 289-0382	Ragan Faler
1044	GA	Stockbridge	5473 North Henry Boulevard	30281	(770) 474-0844	David Murphy
128	GA	Stone Mountain	4687 Rockbridge Road, Ste 7	30083	(404) 296-9070	Eric Jackson
632	GA	Stone Mountain	1147 S. Hairston Rd, Suite A	30088	(678) 515-4200	Berneee Dunson
168	GA	Suwanee	1325 Satellite Blvd. NW, Building 1300, Suite 1304	30024	(770) 497-9111	Robert Finkel
780	GA	Tucker	4500 Hugh Howell Road	30084	(678) 534-0573	Eric Washington
953	GA	Tucker	2256 Northlake Parkway, Suite 150	30084	(770) 934-5144	Angela Wright
485	GA	Tyrone	1134 Senoia Road, Suite A-2	30290	(770) 964-9992	Juliane Reynolds
962	GA	Warner Robins	110 Tommy Stalnaker Drive, Building B	31088	(478) 333-6601	Jamal Duval
1002	GA	Warner Robins	225 Carl Vinson Parkway	31088	(478) 923-0232	Vin Bhasin
122	GA	Zebulon	15988 Barnesville Street	30295	(770) 567-8000	Jordan Brunson
20	HI	Kailua	970 North Kalaheo Ave., Ste. A 101	96734	(808) 254-2339	James Joseph Choy
19	HI	Kaneohe	45-1144 Kamehameha Highway, Suite 304	96744	(808) 638-7883	James Joseph Choy
425	HI	Kaunakakai	28 Kamoi Street, Suite 200	96748	(808) 553-5118	Boki Chung
641	IA	Ames	137 Lynn Ave.	50014	(515) 224-1330	Steffany Mohan
942	IA	Des Moines	7506 Hickman Road	50324	(515) 276-0202	Steffany Mohan
1007	IA	Des Moines	2601 East 14th Street	50316	(515) 265-3796	Steffany Mohan
963	IA	LeMars	827 Holton Drive	51031	(712) 546-4556	Greg Jeneary
642	IA	Urbandale	7901 Douglas Avenue	50322	(515) 276-7800	Steffany Mohan
640	IA	West Des Moines	1089 Jordan Creek Parkway Suite 100	50266	(515) 224-5999	Steffany Mohan
718	IA	West Des Moines	4150 Westown Pkwy, Suite 301	50266	(515) 440-1224	Jeffrey Sharpe
744	IA	West Des Moines	2829 Westown Pkwy, Suite 115	50266	(515) 223-4194	Robert McNurlen
53	ID	Coeur d'Alene	1322 W. Kathleen Ave., Suite 1	83815	(208) 667-7461	Kent McVey
644	ID	Coeur D'Alene	700 Ironwood Drive, Suite 366	83814	(208) 664-2160	Kory Wilson
775	ID	Coeur d'Alene	1223 North Government Way	83814	(208) 664-9225	Justin Rader
930	ID	Coeur d'Alene	509 West Hanley Avenue Suite 201	83815	(208) 667-5447	Kirk Davidson
37	ID	Hayden Lake	1683 East Miles Avenue	83835	(208) 772-4066	Kory Wilson
431	ID	Kellogg	302 E. Cameron Ave.	83837	(208) 786-7031	Benjamin Luke Byrd
563	ID	Moscow	1215 E. 6th St.	83843	(208) 882-6570	Benjamin Bowen
74	ID	Post Falls	609 N. Calgary Ct., Suite 104	83854	(208) 777-1222	Zachary Brumbach
742	ID	Post Falls	801 East Medical Court	83854	(208) 773-1559	Kory Wilson
340	IL	Algonquin	1452 Merchant Dr.	60102	(847) 854-7645	Timothy Stirneman
773	IL	Arlington Heights	300 East Northwest Highway	60004	(847) 398-0811	Joseph Favia
510	IL	Berwyn	6901 W. Stanley Ave	60402	(708) 749-4080	Timothy Walsh
424	IL	Chicago	1525 E. 53rd St., Suite 734	60615	(773) 643-6006	Louis Kaufman
705	IL	Chicago	850 S. Wabash Ave., Suite 250	60605	(312) 663-1890	Sheila Brown
1033	IL	Chicago	1858 West 35th Street	60609	(773) 247-5554	Urvi Ganger
447	IL	Clarendon Hills	210 Burlington Ave.	60514	(630) 323-0380	William Hamel
448	IL	Darien	6700 Route 83	60561	(630) 789-0900	Ronald Goers
426	IL	Evanston	1601 Sherman Ave., Ste 400	60201	(847) 328-1180	Robert Krueger
590	IL	Geneva	477 S. 3rd Street, Suite 142	60134	(630) 599-7095	Dean Park

Office ID	Office State	Office City	Office Address	Office Zipcode	Office Phone	Doctor No. 1
883	IL	Hoffman Estates	2200 West Higgins Road, Suite 335	60169	(847) 490-8708	Jacqueline Niro-Kraemer
548	IL	La Grange	47 S. 6th Ave., Suite F	60525	(708) 354-1335	Carolyn Bronke Wind
771	IL	Norridge	4701 North Cumberland Avenue	60656	(708) 452-1880	Jake Whipple
772	IL	Northbrook	1775 Walters Avenue #110	60062	(708) 452-1880	Jake Whipple
820	IL	Skokie	4711 Golf Road, Suite 711	60076	(847) 673-2455	Sergio Rubinstein
710	IN	Avon	7393 Business Center Dr., Suite 400	46123	(317) 272-3002	Andrew Amborski
711	IN	Carmel	3965 W. 106th St., Suite 100	46032	(317) 253-8631	Nancy Halsema
600	IN	Indianapolis	7218 US HWY 31 S	46227	(317) 882-0227	Ted Reese
613	IN	Indianapolis	8007 S. Meridian St, Building 4	46217	(317) 888-8281	Thomas Steckbeck
712	IN	Indianapolis	3091 E. 98th St., Suite 220	46280	(317) 581-0215	John Hartman, II
713	IN	Indianapolis	9002 N, Meridian St., Ste 206	46260	(317) 574-1138	Gary Walton
688	IN	Kokomo	412 W. Walnut St	46901	(765) 452-4677	Judith Culver
966	IN	Merrillville	6075 Cleveland Circle	46410	(219) 769-6316	Chanbo Sim
1061	IN	Michiana	2424 East 5th Street	46544	(574) 259-1464	Jeff Mader
624	IN	Monroeville	506 W. South Street	46773	(260) 623-6171	Kenton Bailey
577	IN	Muncie	800 W. University Ave	47303	(765) 288-6121	Richard Pyle
944	IN	Munster	619 Ridge Road	46321	(219) 836-1111	Andy Koutourides
759	IN	South Bend	17490 IN-23	46635	(574) 271-9000	Jeff Mader
538	KS	Hutchinson	1619 N. Lorraine Street	67501	(620) 663-5297	Susan Evans
987	KS	Leawood	5201 College Boulevard, Suite 290	66211	(913) 491-4900	Jason Ciminieri
1047	KS	Lenexa	14922 West 87th Street	66215	(913) 322-2222	Ric Crowder
257	KS	Marysville	1200 Broadway St.	66508	(785) 562-5529	Brittany Owens-Goracke
909	KS	Olathe	751 North Mur-Len Rd.	66062	(913) 782-1330	Nevin Waters
841	KS	Prairie Village	3700 West 83rd Street, Suite 111	66208	(913) 305-4355	Grant Smith
910	KS	Stilwell	7404 West 199th Street	66085	(913) 782-1330	Lindsay Waters Davidson
939	KS	Topeka	2930 SW Wanamaker Drive, Suite 7	66614	(785) 273-2922	Jason Weber
988	KS	Wichita	1223 North Rock Road, Building F, Suite 100	67206	(316) 687-0100	Hal Hale
998	KY	Mt. Washington	209 High Pointe Ct.	40047	(606) 923-4632	Jacob Masters
776	KY	Paducah	2830 Lone Oak Road, Suite 3	42003	(270) 554-0121	William Hay
235	LA	Lafayette	420 Settlers Trace Blvd.	70508	(337) 234-3551	Tony Soileau
486	LA	Mandeville	1002 Highway 59	70448	(985) 626-4807	Emilie Schenck
745	LA	Metairie	5037 Veterans Blvd, Ste 3A	70006	(504) 455-6828	Emilie Schenck
817	LA	Metairie	3939 North Causeway Boulevard, Suite 104	70002	(504) 303-4049	Gregg May
992	LA	Metairie	3401 West Esplanade Avenue S, Ste #2	70002	(504) 301-3590	Jeffrey Richardson
379	LA	New Iberia	1814 Center St.	70560	(337) 365-1512	Harold Rider, III
746	LA	New Orleans	4304 S. Claiborne Ave.	70125	(504) 510-3133	Emilie Schenck
793	LA	New Orleans	6120 Magazine Street	70118	(504) 891-7471	Kristopher Rappold
831	MA	Attleboro Falls	103 Commonwealth Avenue	02763	(508) 699-0449	Mark Schenkman
1081	MA	Brookline	209 Harvard Street	02446	(617) 731-1200	Nitin Khankari
578	MA	Chelmsford	13 Village Square	01824	(978) 256-6433	Louis Stylos
549	MA	Mansfield	200 Chauncy St., Suite 212	02048	(508) 337-8555	Raymond Martin
1036	MA	Medfield	266 Main Street, #14	02052	(508) 359-2900	Mary DeMello
979	MA	Wellesley	70 Walnut Street, Suite 102	02481	(781) 237-3031	Tina Wang
250	MA	Worcester	9 Linden St.	01609	(508) 753-3105	Stanley Levenson
833	MD	Adelphi	7411 Riggs Road #326	20783	(301) 439-5868	Mfon Umoren
800	MD	Baltimore	3120 Lord Baltimore Drive, Suite 100	21244	(410) 277-0138	Byron Desbordes
933	MD	Baltimore	1001 Fleet Street, # R	21202	(410) 376-8497	Nancy Ward
1067	MD	Baltimore	6080 Falls Road., Suite 202	21209	(410) 372-0202	Kevin Murphy
798	MD	Bowie	3060 Mitchellville Road, Suite107	20716	(301) 579-3182	Ed Chappelle
1043	MD	Bowie	4311 Northview Drive	20716	(301) 352-6311	Edward Zebovitz
810	MD	Ellicott City	9501 Old Annapolis Road, Suite 313	21042	(410) 531-2690	Jennifer Sokolosky
993	MD	Hollywood	44210 Airport View Drive	20636	(301) 373-3230	Amit Khanna
888	MD	Lanham	9821 Greenbelt Road #205	20706	(301) 552-2662	Brenda Howard
338	MD	Laytonsville	6856 Olney-Laytonsville Rd.	20882	(301) 926-9515	Sheila Brush
912	MD	Mitchellville	11721 Woodmore Road, Suite 150	20721	(301) 430-0934	Richard Lipscomb
1041	MD	Owings Mills	10084 Reisterstown Road, Suite 200E	21117	(443) 258-9939	George Evans
1042	MD	Randallstown	5415 Old Court Road, Suite S01	21133	(410) 922-1601	George Evans
846	MD	Upper Marlboro	9650 Marlboro Pike	20772	(301) 945-7308	James Chung

Office ID	Office State	Office City	Office Address	Office Zipcode	Office Phone	Doctor No. 1
348	MD	West Friendship	12800 Frederick Rd.	21794	(410) 442-2800	Thomas Fenlon
900	MI	Ann Arbor	3250 Plymouth Road, Suite 101	48105	(248) 395-9800	Todd Ester
547	MI	Canton	5958 N. Canton Center Rd., Ste 100	48187	(734) 459-4960	Samer Shoukfeh
829	MI	Canton	5958 North Canton Center Road, Suite 600	48187	(734) 459-1950	Robert Gasparotto
1051	MI	Canton	409 North Canton Center Road	48187	(734) 217-4370	Walter Phillips
863	MI	Davison	1049 South State Road	48423	(810) 653-3393	Emily Schwartz
1078	MI	Detroit	13334 East Jefferson Avenue	48215	(313) 422-1282	Aisha Akpabio
1020	MI	Flint	5468 South Saginaw Street	48507	(248) 766-8787	Milan Sata
848	MI	Highland Township	2950 East Highland Road	48356	(248) 602-2967	James LoCascio
650	MI	Iron Mountain	100 S. Stephenson Ave.	49801	(906) 828-3273	John Fornetti
130	MI	Jackson	306 West Washington Ave, Suite 205	49201	(517) 787-5055	Andrew Balaze
239	MI	Jackson	2002 Spring Arbor Rd., Suite C	49203	(517) 782-0900	Mark McFerran
442	MI	Jackson	2500 Spring Arbor Rd.	49203	(517) 787-1022	Steven Davenport
999	MI	Jackson	826 North Wisner	49202	(517) 787-0401	Daniel Price
1003	MI	Jackson	300 W Washington Ave STE 430	49201	(517) 787-9845	Tim Chapel
1009	MI	Jackson	306 West Washington, Suite 101	49201	(517) 787-4122	Eric Palte
842	MI	New Baltimore	34301 23 mile Road, Suite 140A	48047	(586) 725-5500	Aaron Johnson
936	MI	Pontiac	91 North Saginaw Street, Suite 102	48342	(248) 332-4240	Jeffery Martin
973	MI	Rochester	804 North Main Street, #201A	48307	(248) 651-6810	John Aurelia
850	MI	Rochester Hills	1200 South Livernois Road	48307	(248) 656-2700	Eric Kosnic
1021	MI	Rochester Hills	1460 Walton Boulevard	48309	(248) 805-1620	Aaron Johnson
874	MI	South Lyon	201 South Lafayette Street	48178	(248) 437-4119	Robert Borowiec
719	MI	Southfield	23077 Greenfield Rd., Suite 350	48075	(248) 809-6312	Sheila Armstrong
901	MI	Southfield	23077 Greenfield Road, Suite 285	48075	(248) 395-9800	Todd Ester
916	MI	Southfield	25296 Evergreen Road	48075	(248) 260-2897	Cornal Ridgell
950	MI	Southfield	16800 West Twelve Mile Road, Suite 100	48076	(248) 443-5371	Monica Lewis
213	MI	Utica	45428 Van Dyke Ave.	48317	(586) 731-8338	Thomas Fredal
1000	MI	Wyandotte	1823 Fort Street	48192	(734) 285-2550	Ronald Morris
704	MN	Burnsville	14050 Nicollet Ave, Ste 205	55337	(952) 435-4177	Mike Henrikson
509	MN	Carver	4725 Dahlgren Rd.	55315	(952) 960-9060	Adam Holder
545	MN	Circle Pines	640 Civic Heights Drive	55014	(763) 786-3432	John Stentz
802	MN	Crystal	5700 Bottineau Boulevard, Suite 270	55429	(763) 221-0361	Lao Vang
656	MN	Eden Prairie	6600 City West Parkway, Suite 315	55344	(952) 941-9829	Melissa Zettler
357	MN	Maplewood	1774 Cope Avenue E., Suite 110	55109	(651) 770-7175	Derrick Veneman
657	MN	Maplewood	1560 Beam Ave, Suite A	55109	(651) 777-8900	Mike Henrikson
441	MN	Minneapolis	3201 Johnson St. NE	55418	(612) 781-6568	Ryan Clouse
662	MN	Minneapolis	4454 Chicago Ave.	55407	(612) 823-6262	Julie Clouse
415	MN	Minnetonka	17601 Highway 7, Suite 200	55345	(952) 217-5201	Holger Meiser
363	MN	Owatonna	209 E. Main St.	55060	(507) 455-1641	Thomas Smith
421	MN	Owatonna	605 Hillcrest Avenue, Suite 230	55060	(507) 451-7250	Tim Holland
980	MN	Park Rapids	406 Pleasant Avenue S	56470	(218) 237-7200	Jay Jorgenson
857	MN	Princeton	510 1st Street	55371	(763) 389-1373	Heidi Lund
854	MN	Saint Michael	399 Central Avenue East	55376	(763) 497-2040	Jake Bromley
378	MN	Savage	14127 Vernon Ave. South	55378	(952) 440-9303	Melissa Zettler
493	MN	Shoreview	520 Highway 96 W Ste 400	55126	(651) 482-7564	Michael Enz
274	MN	St. Paul	770 Mount Curve Blvd.	55116	(651) 699-2822	Mark Malterud
925	MN	Tracy	212 3rd Street	56175	(507) 212-0002	Jon Heezen
682	MN	Wabasha	257 Main St. W.	55981	(651) 565-4647	Thomas Schoen
464	MN	Wayzata	317 East Wayzata Way	55391	(952) 473-4639	Bruce Martinson
374	MN	West St. Paul	230 East Wentworth Avenue	55118	(651) 457-8866	Christina Van Guilder
1059	MO	Blue Springs	2150 Northwest South Outer Road	64015	(816) 228-6988	Alan Foster
593	MO	Clayton	141 N. Meramec Ave., Ste. 217	63105	(314) 678-7876	Christopher Hill
1037	MO	Fenton	552 Old Smizer Mill Road	63026	(636) 326-7633	Jessica Nieva
416	MO	Herculaneum	1171 Scenic Drive	63048	(636) 479-6565	Joseph Schmieder
330	MO	Jefferson City	3551 Amazonas Dr.	65109	(573) 634-2400	Michael Thompson
380	MO	Jefferson City	3551 Amazonas Dr.	65109	(573) 634-2400	Justin Johnson
668	MO	Lee's Summit	4045 NE Lakewood Way, Bldg 1, Suite 150	64064	(816) 350-9119	Gregory Calloway
790	MO	St Louis	16 Hampton Village Plaza, Suite 200	63109	(314) 328-5995	Tyman Loveless

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1060	MO	St. Joseph	1331 Village Drive	64506	(816) 232-1444	Heather Clark
246	MO	St. Louis	1113 Locust Street	63101	(314) 375-5353	Christopher Hill
557	MO	St. Louis	10296 Big Bend Rd., Suite 207	63122	(314) 965-1334	Holly Ellis
721	MO	St. Louis	4607 Hampton Avenue	63109	(314) 481-3369	Erin Scimone
728	MO	St. Louis	5914 Leona St	63116	(314) 351-6554	David Borgmeyer
803	MS	Batesville	310 Highway 51 South	38606	(662) 563-5550	Tom Hodge
804	MS	Batesville	160 Cracker Barrel Drive	38606	(662) 563-7821	Stephen Sullivan
689	MS	Brandon	1350 W. Government St.	39042	(601) 825-3807	Lee Gary
875	MS	Byram	6745 Siwell Road, Suite 210	39272	(601) 371-8634	Quintin Julius
885	MS	Canton	1863 Highway 43 South, Suite A	39046	(601) 859-7050	Preston Cobbins
813	MS	Columbus	540 Willowbrook Road	39705	(662) 327-4523	Mark Nobles
818	MS	Columbus	2900 Bluecutt Road #2	39705	(662) 574-0610	Steve Porter
1049	MS	Columbus	2228 Military Road	39705	(662) 328-0044	Kelly Trout
690	MS	Flowood	4802 Lakeland Dr.	39232	(601) 936-0025	Lee Gary
851	MS	Gautier	3105 Shaw Drive	39553	(228) 497-3111	Jeffrey Knight
799	MS	Gulfport	520 Courthouse Road #A	39507	(228) 896-6973	Mark Stringer
830	MS	Gulfport	1213 Broad Avenue, Suite 1	39501	(228) 342-6225	Jeff Zimmerman
847	MS	Gulfport	15503 Oak Lane, Suite 300-B	39503	(228) 832-3231	Patton Webb
869	MS	Gulfport	3118 15th Street	39501	(228) 324-3624	Roy Irons
906	MS	Gulfport	12182 US 49	39503	(228) 832-4224	Steven Blakeney
1050	MS	Hattiesburg	114 North 40th Avenue	39401	(601) 261-5541	Jennifer Hughes
792	MS	Hernando	7 East Commerce Street	38632	(662) 429-5055	Robert Smith
951	MS	Indianola	501 Park Avenue	38751	(662) 887-1272	David McDaniel
702	MS	Jackson	4505 I-55 N.	39206	(601) 981-3500	Lee Gary
691	MS	Louisville	90 N. Columbus Ave.	39339	(662) 773-8304	Mark Donald
761	MS	Meridian	1216 23rd Ave	39301	(601) 693-3232	Mark Williams
796	MS	Meridian	4610 29th Avenue	39305	(601) 485-7070	Adam Weathers
932	MS	Southaven	399 Southcrest Court Suite C	38671	(662) 655-4868	Pradeep Adatrow
1068	MS	Sumrall	4556 MS-589	39402	(601) 466-4963	Brett Valentine
908	MS	Tupelo	1555 Medical Park Circle	38801	(662) 844-3315	Trice Sumner
862	MS	Vicksburg	1201 Mission Park Drive	39180	(601) 707-8020	Kenneth Nash
724	MT	Bozeman	4515 Valley Commons Dr. Suite 103	59718	(406) 581-2998	David Bowen
905	MT	Bozeman	1125 West Kagy Boulevard, Suite 303	59715	(406) 587-2201	Steven Justesen
861	NC	?Greensboro	5710 West Gate City Boulevard, Suite R	27407	(336) 766-7966	Andrew Kelly
287	NC	Arden	600 Julian Lane, Suite 610	28704	(828) 684-1633	Forest Port
673	NC	Cary	3761 NW Cary Parkway, Suite 100	27513	(919) 460-0963	Gregory Mayes
293	NC	Charlotte	1618 East Morehead Street, Suite 100	28207	(704) 337-8070	Christopher Bowman
835	NC	Hickory	1170 Fairgrove Church Road	28602	(828) 328-6118	Dale Spencer
405	NC	Huntersville	403 Gilead Rd., Suite E	28078	(704) 895-7660	Ross Nash
855	NC	Raleigh	13271 Strickland Road	27613	(919) 872-7363	Brett Wells
860	NC	Winston-Salem	1241 West Clemmonsville Road	27127	(336) 766-7966	Andrew Kelly
623	NE	Omaha	12728 Augusta Ave., Ste 110	68144	(402) 330-1483	Philip Strevey
1034	NE	Omaha	2727 South 144th Street, Suite 235	68144	(402) -330-8460	Bruce Kuhn
1038	NE	Omaha	2012 North 117th Avenue, Suite 103	68164	(402) 496-4688	David Arnold
544	NH	Derry	4 Birch St.	03038	(603) 434-4090	Brenda Berkal
294	NJ	Chatham	33 Main Street, Suite 101	07928	(973) 635-0626	Corina Atanase
252	NJ	Colts Neck	317 Route 34 North, Suite 203	07722	(732) 677-2777	Anthony Vocaturro
566	NJ	Cranbury	2525 US Highway 130, Suite B3	08512	(609) 409-3992	Lawrence Brent
231	NJ	Denville	75 Bloomfield Ave., Ste 205	07834	(973) 453-2599	Adam Kimowitz
919	NJ	Ewing Township	177 Scotch Road	08628	(609) 771-4111	Paul Goodman
701	NJ	Jackson	495 W. Veterans Hwy, Suite 1	08527	(848) 222-1455	Allison Corapi
981	NJ	Jersey City	3043 John F. Kennedy Boulevard	07306	(201) 484-5483	Diana Hagan
886	NJ	Livingston	22 Old Short Hills Road, Suite 206	07039	(973) 533-0053	R. Craig Miller
935	NJ	Montville	150 River Road Suite J-2	07045	(973) 334-5556	Evan Krause
918	NJ	Pennington	31 North Main Street	08534	(609) 737-0288	Paul Goodman
322	NJ	Red Bank	211 Broad St.	07701	(732) 530-4020	Glenn MacFarlane
779	NM	Albuquerque	4233 Montgomery Boulevard Northeast Suite 120 W	87109	(505) 323-7966	Omar Pereyra
816	NM	Portales	123 West 2nd Street	88130	(575) 268-0007	Peter Thompson

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957	NV	Henderson	2790 West. Horizon Ridge Parkway, Suite 100	89052	(702) 919-6206	Gregg Hendrickson
581	NV	Las Vegas	6870 S. Rainbow Blvd., Ste. 119	89118	(702) 825-7342	Harvey Chin
934	NY	Bay Shore	1579 Brentwood Road	11706	(631) 323-6215	Eugene Antenucci
602	NY	Brooklyn	340A 9th St.	11215	(718) 965-1144	Tricia Quartey
756	NY	Brooklyn	2270 Ocean Ave	11229	(718) 946-0500	Perri Malek
903	NY	Canandaigua	344 North Main Street	14424	(585) 394-5910	Germain Jean-Charles
852	NY	Carthage	33054 NY State Route 26	13619	(315) 493-9393	Andrew Nguyen
811	NY	Flushing	143-05 41st Avenue	11355	(718) 359-3555	Richard Gochman
834	NY	Monticello	1 Fairchild Place	12701	(917) 745-7703	Perri Malek
870	NY	Rochester	1950 South Clinton Avenue	14618	(585) 461-4350	Frank LaMar
868	NY	West Seneca	3626 Seneca Street	14224	(716) 674-9444	David Cappuccio
556	OH	Ashland	910 Katherine Ave	44805	(419) 289-1813	Kevin Priest
196	OH	Beachwood	24300 Chagrin Blvd., Suite 306	44122	(216) 292-6883	Yoav Taub
465	OH	Broadview Heights	500 East Royalton Rd., Suite 110	44147	(440) 838-4480	Heather Petroff
466	OH	Broadview Heights	1000 West Wallings Road, Suite B	44147	(440) 546-1116	Joong Hahn
766	OH	Brunswick	4181 Center RD	44212	(330) 225-1433	Jamison Hendricks
983	OH	Canal Fulton	2184 Locust Street	44614	(330) 854-5152	Allan Keith
599	OH	Canfield	3620 Stutz Drive	44406	(330) 533-6688	Jon Saadey
931	OH	Canton	3684 Dressler Road NorthWest, Suite A	44718	(330) 452-2255	Brian Amison
1008	OH	Canton	4385 Everhard Road Northwest	44718	(330) 494-6016	Jeff Danner
1029	OH	Canton	3215 Cleveland Avenue Northwest	44709	(330) 492-1500	David Pavlick
737	OH	Circleville	598 Northridge Rd.	43113	(740) 474-4396	Hans Guter
396	OH	Columbus	1080 Polaris Parkway, Ste 130	43240	(614) 430-8990	Daniel Ward
805	OH	Girard	28 East Main Street	44420	(330) 545-8120	Rick Ragozine
458	OH	Hinckley	1315 Ridge Rd	44233	(330) 278-1061	Richard Weiser
530	OH	Hubbard	45 East Liberty Street	44425	(330) 534-5408	Mark Braydich
460	OH	Newton Falls	340 Ridge Rd	44444	(330) 872-5771	Jay F. Kiefer
461	OH	North Royalton	10139 Royalton Rd	44133	(440) 230-2323	Kevin Robertson
480	OH	North Royalton	7029 Royalton Road	44133	(440) 582-3466	Thomas Schmidt
408	OH	Parma	6731 Ridge Road, Suite 201	44129	(440) 884-6644	Timothy Bizga
462	OH	Parma Heights	7057 W. 130th St., Suite #104	44130	(440) 887-0550	Carrie Hansen
459	OH	Strongsville	11925 Pearl Road, Suite 206	44136	(440) 238-1555	Richard Weiser
601	OH	University Heights	2250 Warrensville Center Rd.	44118	(216) 932-0433	Charles Harper
542	OK	Broken Arrow	210 S. Main St., Suite 201	74012	(918) 994-2435	Jordon Smith
546	OK	Broken Arrow	3300 S. Aspen Ave., Suite A	74012	(918) 451-0211	Drew Endicott
970	OK	Claremore	201 North Lynn Riggs Boulevard	74017	(918) 343-4300	Lori Hare
406	OK	Coweta	122 E. Chestnut St.	74429	(918) 486-3266	Mark Harwood
107	OK	Glenpool	301 East 141st Street	74033	(918) 291-6000	W. Scott White
955	OK	Moore	1404 South East 4th Street	73160	(405) 794-4497	Richard Homsey
522	OK	Oklahoma City	16 Northeast 2nd Street, Suite B	73104	(405) 605-2332	Steve Truong
692	OK	Owasso	11920 E 86th St N	74055	(918) 272-9519	Matthew Gray
375	OK	Sapulpa	635 S. Main St.	74066	(918) 224-0369	Andrew Carletti
585	OK	Skiatook	102 S. Cherry St.	74070	(918) 396-7373	Drake Sellmeyer
139	OK	Tahlequah	206 E. Downing St.	74464	(918) 456-0977	Brant Rouse
112	OK	Tulsa	4545 S. Harvard Ave.	74135	(918) 749-1850	David Wong
296	OK	Tulsa	2538 E. 21st St.	74114	(918) 742-6321	Lindsay Smith
355	OK	Tulsa	611 S. Peoria Ave.	74120	(918) 747-6453	Shannon Toler
376	OK	Tulsa	9671 S. Riverside Parkway	74137	(918) 347-7066	Andrew Carletti
648	OK	Tulsa	15 W. 6th St., Ste 1615	74119	(918) 587-1303	Clinton Stevens
703	OK	Tulsa	8126 S. Mingo Rd. #105	74133	(918) 663-5538	Steven White
751	OK	Tulsa	5424 S. Memorial Dr., BLG A	74145	(918) 664-6845	Nathan Powell
821	OK	Tulsa	6112 East 61st Street	74136	(918) 745-0500	Wes Black
876	OK	Tulsa	4608 South Harvard Avenue	74135	(918) 742-7351	Michael Wynn
889	OK	Tulsa	4433 South Harvard Avenue	74135	(918) 742-8775	Hugh McDougall
947	OK	Tulsa	10032 South Sheridan Road, Suite F	74133	(918) 298-5544	Neil Hasty
969	OK	Tulsa	1326 East 43rd Court, Suite 100	74105	(918)749-0303	Lori Hare
922	OR	Eugene	1045 Willagillespie Road, Suite 150	97401	(541) 683-7500	Ben Sutter
564	OR	Tigard	9370 SW Greenburg Rd Ste A	97223	(503) 639-7447	William Gebeau

Office ID	Office State	Office City	Office Address	Office Zipcode	Office Phone	Doctor No. 1
463	OR	West Linn	1554 Garden Street, Suite 104	97068	(503) 655-9300	Kimberly Wright
1015	PA	Ambler	140 East Butler Avenue	19002	(215) 643-4393	Philip Fava
253	PA	Blue Bell	706 DeKalb Pike	19422	(610) 272-0828	Kenneth Siegel
864	PA	Bryn Mawr	1201 County Line Road, Suite 201	19010	(610) 525-8485	Hanh Bui Keating
334	PA	Butler	291 Evans City Rd.	16001	(724) 282-7774	Robert Todd
1074	PA	Butler	114 East Diamond Street	16001	(724) 282-6100	Jeffrey Miller
760	PA	Downingtown	257 W. Uwchlan Ave., Suite B	19335	(610) 269-1414	Hal Cohen
808	PA	Gibsonia	5615 William Flynn Highway	15044	(724) 443-5710	Timothy Chips
1072	PA	Glenshaw	1509 Mount Royal Boulevard	15116	(412) 486-5155	Arnold Peace
534	PA	Hallam	450 W. Market St	17406	(717) 757-4878	Gordon Bell
606	PA	Huntingdon Valley	2600 Philmont Ave, Suite 414	19006	(215) 742-4343	Jesse Schaffzin
949	PA	Morrisville	799 West Trenton Avenue	19067	(215) 515-2669	Katarzyna Suberska-Weitz
319	PA	Mount Lebanon	750 Washington Rd., Suite 15	15228	(412) 563-5500	David Sultanov
1030	PA	Oakmont	391 Washington Avenue	15139	(412) 828-6400	Jason Choorapuzha
541	PA	Philadelphia	11905 Bustleton Ave	19116-2541	(215) 969-4400	Leonard Tau
769	PA	Philadelphia	9523 Frankford Avenue	19114	(215) 302-1746	Pablo Sotelo
917	PA	Philadelphia	7215 Passyunk Avenue	19142	(215) 365-2424	Joni Marcus
937	PA	Philadelphia	2260 East Allegheny Avenue	19134	(215) 634-7006	Shaun Lavallee
982	PA	Philadelphia	9501 Roosevelt Boulevard, Suite 409	19114	(215) 673-1333	Brian Shapiro
1014	PA	Philadelphia	9880 Bustleton Ave Suite 211-212	19115	(215) 677-8686	Philip Fava
1079	PA	Philadelphia	Home - 435 East Flora Street	19125	(215) 740-3912	Raha Mozaffari
320	PA	Pittsburgh	1112 S. Braddock Ave., Suite 101	15218	(412) 242-8500	David Sultanov
807	PA	Pittsburgh	100 McKnight Park Drive, Suite 106	15237	(412) 364-7144	Timothy Chips
926	PA	Pottstown	562 East High Street	19464	(610) 323-6086	Christopher Rohrbach
675	PA	Wexford	2500 Brooktree Rd., Suite 100	15090	(724) 935-2100	Paul Gabriel
1080	PA	Yardley	501 Floral Vale Boulevard	18940	(215) 607-6848	Purvi Patel
1027	SC	Barnwell	733 Reynolds Road	29812	(803) 259-3497	Alberto Saenz
946	SC	Columbia	9020 Farrow Road	29203	(803) 419-5002	Andrew Gambrell
1031	SC	Columbia	529 Richland Street	29201	(803) 748-8797	Austin Meares
400	SC	Conway	1515 9th Ave.	29526	(843) 248-3848	Jeffrey Horowitz
911	SC	Greenville	1 West Prentiss Avenue	29605	(864) 607-8848	Rich Constantine
1045	SC	Hodges	3404 Cokesbury Road	29653	(864) 227-6911	Joseph Fennell
1017	SC	Lexington	2001 Augusta Highway	29072	(803) 832-0074	Matthew Allen
732	SC	Murrells Inlet	822-B Inlet Square Dr	29576	(843) 397-5337	Jeffrey Horowitz
637	SC	Myrtle Beach	220 Middleburg Dr	29579	(843) 903-3111	Dustin Holladay
1053	SC	Orangeburg	895 Summers Avenue	29115	(803) 534-1020	Samuel Lambrecht
50	TN	Brentwood	5111 Maryland Way, Ste. 306	37027	(615) 373-8001	James Burton
79	TN	Brentwood	5111 Maryland Way, Suite 308	37027	(615) 373-0030	Bill Akin
216	TN	Brentwood	95 Seaboard Lane, Suite 102	37027	(615) 377-3080	Ryan Cregger
840	TN	Brentwood	105 Powell Court, Suite 101	37027	(615) 823-2922	Dennis Wells
877	TN	Brentwood	7000 Executive Center Drive, Building #2, Suite 35	37027	(615) 988-2463	Jeffrey Riggs
881	TN	Brentwood	1620 Westgate Circle, Suite 250	37027	(615) 353-5678	Tom Heeren
1025	TN	Columbia	842 Hatcher Lane	38401	(931) 388-4315	Alex Goodman
654	TN	Covington	1003 S. College St.	38019	(901) 475-0805	Kevin Reed
68	TN	Dickson	320 East College St., Suite A	37055	(615) 740-7645	Ford Gatgens
64	TN	Fayetteville	420 Rocky Knob Street	37334	(931) 433-5794	Maylon McAdams
915	TN	Franklin	500 Royal Oaks Court	37064	(615) 790-7027	David Kemp
1039	TN	Gallatin	1650 Nashville Pike, Suite 300	37066	(615) 265-0330	Philip Ezell
661	TN	Germantown	9064 Corporate Garden Dr	38138	(901) 751-3776	Mike Farrar
832	TN	Germantown	2176 West Street, Suite 320	38138	(901) 726-3878	Kyle Fagala
959	TN	Germantown	3394 South Houston Levee Road	38139	(901) 245-1815	J.B. Selecman
583	TN	Hendersonville	131 Maple Row Blvd, Ste D402	37075	(615) 824-9774	Amy Connor
878	TN	Hendersonville	271 Indian Lake Boulevard, Suite 110	37075	(615) 824-7575	Tom Heeren
636	TN	Hermitage	3515 Central Pike, Suite 204	37076	(615) 889-8202	F. Brandon Burger
971	TN	Hixson	8527 Hixson Pike	37343	(423) 842-1402	Elizabeth Stanford
985	TN	Hixson	4845 Hixson Pike, Suite C	37343	(423) 877-3848	Ken Randall
427	TN	Jackson	47 North Star Dr.	38305	(731) 664-9556	Clint Buchanan
435	TN	Jackson	2827 Highway 45 Bypass	38305	(731) 644-5533	Brian Pearson

Office ID	Office State	Office City	Office Address	Office Zipcode	Office Phone	Doctor No. 1
143	TN	Knoxville	1715 Downtown West Blvd.	37919	(865) 531-1715	Steven Brock
170	TN	Knoxville	2609 West Adair Drive	37918	(865) 688-1320	Jason Phillips
467	TN	Knoxville	6001 Walden Dr	37919	(865) 588-1294	Ruth Bailey
490	TN	Knoxville	6311 Kingston Pike, Suite 8W	37919	(865) 584-8630	James Erpenbach
617	TN	Knoxville	6230 Highland Place Way, Suite 202	37919	(865) 588-0578	Donald Henson
191	TN	Madison	231 W. Old Hickory Blvd., Suite A	37115	(615) 865-5750	Rajan Kshatri
618	TN	Manchester	1423 McArthur St	37355	(931) 728-0469	Leif Swanson
468	TN	Maryville	318 Southdown Dr	37801	(865) 984-8920	Charles Lowry, DMD
469	TN	Maryville	811 High ST	37804	(865) 982-2421	William Proffitt DDS
227	TN	Memphis	266 S. Cleveland St., Suite 103	38104	(901) 728-6515	Scott Edwards
228	TN	Memphis	6250 Poplar Ave.	38119	(901) 681-0011	Scott Edwards
723	TN	Memphis	5565 Murray Rd., Suite #101	38119	(901) 767-8152	Edward Lane
726	TN	Memphis	730 Crossover Lane	38117	(901) 683-4369	Micah Parkhurst
967	TN	Memphis	1684 Poplar Avenue	38104	(901) 245-1531	J.B. Selecman
655	TN	Millington	8020 Highway 51 N	38053	(901) 872-3391	Kevin Reed
349	TN	Murfreesboro	1820 Memorial Blvd.	37129	(615) 890-0474	Erwin Ricafort
80	TN	Nashville	2000 21st Avenue South	37212	(615) 385-3334	Bill Akin
90	TN	Nashville	4515 Harding Pike, Suite 312	37205	(615) 292-4100	Phillip Shipp
126	TN	Nashville	5505 Edmondson Pike, Suite 201	37211	(615) 331-0402	H. Douglas Holliday, Jr.
179	TN	Nashville	3817 Bedford Avenue, Suite 110	37215	(615) 298-5948	Richard Gaw
198	TN	Nashville	5437 Edmondson Pike	37211	(615) 331-9033	Kristin Rushing
589	TN	Nashville	2831 Bransford Ave	37204	(615) 292-5524	Mark Horne
709	TN	Nashville	2026 Clifton Ave	37203	(615) 321-5600	Kim Smiley
879	TN	Nashville	47 Brookwood Terrace	37205	(615) 309-7668	Tom Heeren
1018	TN	Nashville	1914 Charlotte Avenue, Suite 104	37203	(615) 891-3192	Jeff Trembley
206	TN	Newport	311 Cosby Highway	37821	(423) 623-6499	Matthew Kickliter
620	TN	Oneida	117 S. Thompson Ave	37841	(423) 569-6414	Danny Chacko
470	TN	Powell	7584 Barnett Way	37849	(865) 947-9030	Michael Solly
621	TN	Smyrna	811 Industrial Blvd., Ste 630	37167	(615) 355-4848	Greg Downer
880	TN	Smyrna	819 Needham Drive	37167	(615) 220-2739	Tom Heeren
984	TN	Soddy Daisy	9759 Dayton Pike	37379	(423) 332-5275	Mandy Shearer
505	TN	Spring Hill	3012 Longford Dr	37174	(615) 302-0281	Tim Brown
428	TN	Trenton	2066 US Hwy 45 Bypass South	38382	(731) 855-1053	Clint Buchanan
69	TN	White House	2823 Highway 31 W South, Suite 300	37188	(615) 672-3774	Philip Vickery
1064	TX	Allen	1000 Cross Plains Drive	75013	(412) 901-8327	Theresa Heaton
961	TX	Alvin	2101 TX-35 Loop, Suite 106	77511	(281) 756-9990	Christopher Hoffpauir
48	TX	Arlington	912 N. Fielder Rd.	76012	(817) 275-4355	Stephanie Bangs
494	TX	Arlington	1935 Brown Blvd	76006	(817) 277-0177	David Slater
103	TX	Austin	11623 Angus Road, Suite 16	78759	(512) 346-5196	Marc Worob
300	TX	Austin	5608 Parkcrest Dr., Suite 250	78731	(512) 452-0888	Glenda Smith
307	TX	Austin	5920 W. William Cannon Dr., Bldg 6, Ste 200	78749	(512) 892-2273	Brandon Hedgecock
364	TX	Austin	10740 Research Blvd., Suite 125	78759	(512) 795-9960	Travis Hammons
399	TX	Austin	9521 US Hwy 290 W., Suite 103	78737	(512) 888-9453	Eric Broberg
220	TX	Baytown	3800 N. Main St.	77521	(281) 422-8248	Dean Hutto
199	TX	Bellaire	4914 Bissonnet St., Suite 200	77401	(713) 668-7137	Kathy Frazar
218	TX	Bullard	16409 FM 344 West	75757	(903) 825-1112	Tad Morgan
526	TX	Canton	104 Burnett Trail	75103	(903) 567-2207	Rebecca Aduddell
229	TX	Carrollton	2005 W. Hebron Parkway	75010	(972) 395-0150	Robert Limosnero
1032	TX	Carrollton	3032 East Hebron Parkway	75010	(972) 306-2273	Jeffery Flower
1073	TX	Carrollton	1735 Keller Springs Road	75006	(972) 245-4886	Regan Sales
342	TX	Cedar Park	920 N. Vista Ridge Rd., Suite 700	78613	(512) 402-7811	Brandon Hedgecock
615	TX	Cleburne	302 N. Ridgeway Dr.	76033	(817) 641-6261	Mark Benage
302	TX	Colleyville	4013 Gateway Drive	76013	(817) 858-6333	Patricia Calabria
978	TX	Colleyville	5005 Heritage Avenue, Suite 100	76034	(682) 738-3029	Laurence Oliver
543	TX	Corpus Christi	13701 Northwest Blvd., Suite C	78410	(361) 387-1507	Anthony Gonzalez
258	TX	Dallas	17300 Preston Road, Suite 100	75252	(972) 380-6223	Victoria Borowski
588	TX	Dallas	6190 LBJ Freeway, Suite 900	75240	(972) 934-1400	Brock Lynn
839	TX	Dallas	6162 East Mockingbird Lane, Suite 205	75214	(214) 295-9270	Darya Timin

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972	TX	Dallas	6805 Hillcrest Avenue, Suite 218	75205	(214) 750-4901	Andrew Randall
989	TX	Dallas	4407 Forest Bend Rd	75244	(214) 641-9280	Jeffrey Pope
439	TX	Denton	4400 Teasley Lane, Ste 300	76210	(940) 220-5858	Samantha Leatherwood
55	TX	DeSoto	331 S. Hampton Rd.	75115	(972) 223-8844	Praveen Varkey
607	TX	Duncanville	541 West Wheatland Rd.	75116	(972) 298-4677	Rupesh Singla
722	TX	Edinburg	4626 S. Closner Blvd.	78539	(956) 270-4104	Jose Villarreal
964	TX	El Paso	3260 North Mesa Street, Suite B	79902	(915) 545-1500	Wilma Luquis-Aponte
1063	TX	El Paso	Home- 6928 Cactus Thrush Drive	79911	(909) 260-1302	Michael Cervantes
301	TX	Forney	108 East US Highway 80, Suite 190	75126	(972) 564-7575	Melina Morrison
84	TX	Fort Worth	8409 W. Cleburne Rd.	76123	(817) 292-5927	Juan Avila
148	TX	Fort Worth	5521 Bellaire Drive South, Suite 202	76109	(817) 294-5513	Kevin Altieri
316	TX	Fort Worth	4968 Overton Ridge Blvd.	76132	(817) 263-0181	Kimberly Lake
395	TX	Fort Worth	6801 McCart Ave., Suite B2	76133	(817) 423-9300	Danita Bolin
923	TX	Fort Worth	5601 Bridge Street, Suite 480	76112	(817) 457-4078	Stephanie Bangs
604	TX	Friendswood	2 Oaktree St.	77546	(281) 482-2631	James Sierra
945	TX	Friendswood	699 South Friendswood Drive, Suite 108	77546	(281) 482-7731	Sasha Mahabir
49	TX	Frisco	4851 Legacy Dr., Ste. 201	75034	(972) 335-9313	William Osborne
288	TX	Frisco	7589 Preston Rd., Suite 400	75034	(844) 409-4657	Kent Smith
921	TX	Highland Village	2820 Village Parkway, Suite 360	75077	(972) 966-2500	E. Drew Moore
59	TX	Houston	15300 Westheimer Rd., Suite 101	77082	(281) 531-5700	Alice Lam
145	TX	Houston	3730 Kirby Dr., Suite 815	77098	(713) 528-3384	Paulette Arana
159	TX	Houston	2525 N. Loop W., Suite 230	77008	(713) 861-7216	Neela Patel
160	TX	Houston	2226 Bissonnet St.	77005	(713) 522-3600	Susan Latimer
178	TX	Houston	12850 Memorial Dr., Suite 1105	77024	(713) 465-6665	Adrienne Hwang
384	TX	Houston	1333 Old Spanish Trail, Suite C	77054	(713) 383-9206	Ashley Brown
529	TX	Houston	8243 Colgate St., Suite A	77061	(713) 644-7711	Bruce Matson
629	TX	Houston	831 Frostwood Dr.	77024	(713) 467-3889	Preston West
639	TX	Houston	14095 Northwest Fwy, Suite D	77040	(713) 460-0400	Bruce Nguyen
794	TX	Houston	9601 Katy Freeway, Suite 360	77024	(713) 464-7444	Robert Friedberg
819	TX	Houston	800 Bering Drive, Suite 340	77057	(713) 782-4174	Thomas Hedge
825	TX	Houston	7700 San Felipe, Suite 220	77024	(713) 784-4200	Thai Vuu
837	TX	Houston	3400 South Gessner Road, Suite 102	77063	(713) 321-2912	Todd Scheyer
856	TX	Houston	2450 Fondren Rd #320	77063	(832) 293-4912	Steve Koo
866	TX	Houston	10260 Westheimer Road, Suite 500	77042	(281) 223-1941	Anne Chee
943	TX	Houston	9115 Twin Hills Drive	77031	(713) 523-1666	Ifetayo Griffith
1046	TX	Houston	8619 Richmond Avenue	77063	(713) 781-3331	Sharhonda Washington
1058	TX	Houston	5927 Almeda Road, Suite J	77004	(713) 522-1717	Sharel Sly
1075	TX	Houston	800 Bering Drive	77057	(713) 785-7767	Marilyn Jones
289	TX	Humble	110 South Avenue E	77338	(281) 446-2424	Ronald Smith
230	TX	Hurst	1716 Chadwick Court	76054	(817) 282-4539	Robert Limosnero
303	TX	Keller	1720 Rufe Snow Drive	76248	(817) 503-0305	Leslie Nason
924	TX	Keller	1540 Keller Parkway, Suite 140	76248	(682) 593-0993	Stephanie Bangs
410	TX	Kingwood	2420 North Park Drive	77339	(281) 359-6672	Scott Mosby
313	TX	League City	3033 Marina Bay Dr., Suite 230	77573	(713) 893-7615	J. Derek Tieken
385	TX	League City	2750 W. Main St., Suite D	77573	(281) 554-9090	Jay Elliott
417	TX	Lewisville	850 West Valley Ridge Blvd.	75077	(972) 436-1325	Christopher Capehart
350	TX	Lindale	408 Eagle Spirit Dr.	75771	(903) 882-6141	B. Clay Keith
849	TX	Longview	3121 H.G. Mosley Parkway	75605	(903) 483-3239	Chris Kirby
845	TX	Mansfield	1757 Broad Park Circle North, Suite 101	76063	(682) 400-4777	Michele Williams
867	TX	Mansfield	1757 Broad Park Circle North, Suite 101	76063	(682) 207-4800	Toni Carr
827	TX	Manvel	19404 Morris Avenue	77578	(832) 208-4202	Samuel Collins
938	TX	McKinney	5323 West University Drive, Suite 200	75071	(215) 413-1500	Ernesto Prida
146	TX	Midland	6 Desta Drive, Suite 2700	79705	(432) 682-0188	Steve Coulon
200	TX	Midland	4214 Andrews Highway, Suite 300	79703	(432) 697-3333	Ashley Burns
201	TX	Midland	3000 N. Garfield St., Suite 200	79705	(432) 683-5313	Steve Coulon
236	TX	Missouri City	9119 Highway 6, Suite 260	77459	(281) 778-3200	LaKendra Sakeena
1076	TX	Murphy	410 FM 544	75094	(469) 278-7988	Oliver Villaruel
202	TX	Odessa	8151 Dorado Dr.	79765	(432) 563-5633	Jeremy Denman

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838	TX	Pearland	10009 Broadway Street, Suite 107	77584	(713) 436-2522	Letitia Plummer
347	TX	Pflugerville	302 N. Heatherwilde Blvd., Suite 100	78660	(512) 252-7645	Brenda Gentry
327	TX	Plano	5944 West Parker Rd., Suite 500	75093	(972) 943-5944	Peter Barnett
954	TX	Plano	5501 Independence Parkway, Suite 107	75023	(972) 964-5928	Regina Powe
958	TX	Plano	4032 McDermott Road Suite 200	75024	(214) 305-9244	Priya Mainker
192	TX	Richmond	26440 FM 1093, Suite 340	77406	(281) 394-7581	Rose Vuong
383	TX	Richmond	1500 Jackson St., Suite 200	77469	(281) 238-4454	Denise Tran
356	TX	Rockwall	703 S. Goliad St.	75087	(972) 771-9131	Barney Barnhill
554	TX	Rockwall	3084 N Goliad Street, Suite 124	75087	(972) 772-4000	Melina Morrison
393	TX	San Antonio	6961 US Highway 87 E	78263	(210) 648-4411	David Little
487	TX	San Antonio	1162 E Sonterra Blvd STE 300	78258	(210) 494-3589	Nancy Duque
717	TX	San Antonio	22211 W. Interstate 10, Suite 1103	78257	(210) 698-6262	Louis Garcia
941	TX	Spring	913 Spring Cypress Road	77373	(281) 353-9797	Joshua Kuykendall
108	TX	Sugar Land	6350 Highway 90A, Suite 500	77498	(281) 565-8880	Marc Spector
907	TX	Sugar Land	1415 Highway 6, Suite C-100	77478	(281) 491-0069	Rand Russell
418	TX	Terrell	407 W. High St.	75160	(469) 410-1656	Eliphas Osinde, Jr.
248	TX	Tyler	921 Shiloh Rd., Suite A-100	75703	(903) 581-1777	Richard Coker
264	TX	Tyler	110 E. 9th St.	75701	(903) 593-6585	Matthew Gillespie
281	TX	Tyler	210 E. 5th St.	75701	(903) 597-7721	Robert Burnett
345	TX	Tyler	2020 Lindbergh Street	75703	(903) 592-7111	Fredrick Platt
1071	TX	Willow Park	136 El Chino Trail	76087	(817) 576-1697	Ryan Crain
940	TX	Wylie	456 Country Club Road, #104	75098	(972) 442-9139	Jon Cantrell
514	UT	Salt Lake City	4465 S 900 East, #175	84124	(801) 278-0704	Michael Watson
784	UT	Salt Lake City	4546 South Atherton Drive, Suite 201	84123	(801) 207-9241	Scott Cold
828	UT	Salt Lake City	1400 South Foothill Drive, Suite 36	84108	(801) 583-4500	Denny Cho
986	UT	Salt Lake City	2040 East Murray Holladay Road Suite 208	84117	(801) 278-7100	Scott Elder
616	UT	Sandy	9844 S. 1300 E, Suite 340	84094	(801) 572-4261	Richard Hughes
785	VA	Alexandria	5695 King Centre Drive	22315	(703) 719-9824	Benson Clark
1028	VA	Annandale	7630 Little River Turnpike, Suite 115	22003	(703) 256-2556	Harshit Aggarwal
331	VA	Hampton	2400 Cunningham Dr., Suite 100	23666	(757) 838-8411	Adam Foleck
693	VA	Hampton	18 W. Mellen St.	23663	(757) 722-5316	Adam Foleck
332	VA	Norfolk	201 College Place, Suite 111	23510	(757) 965-7696	Adam Foleck
694	VA	Virginia Beach	3145 Virginia Beach Blvd., Ste 100	23452	(757) 340-5009	Adam Foleck
695	VA	Virginia Beach	1436 S. Independence Blvd., Ste 100	23462	(757) 965-7696	Adam Foleck
75	WA	Bellevue	10001 North East 8th Street	98004	(425) 454-1300	Daniel Varadi
132	WA	Bellevue	14030 NE 24th St., Suite 100	98007	(425) 641-3668	Gannon Stahl
147	WA	Bellevue	14037 Bel Red Rd.	98007	(425) 454-8261	Brian Fong
182	WA	Bellevue	13333 Bel-Red Road, Suite 200	98005	(425) 644-8445	Ryan Chiang
223	WA	Bellevue	12737 Bel Red Road, Suite 150	98005	(425) 451-9001	Cory Fletcher
237	WA	Bellevue	1418 112th Ave NE, Suite 100	98004	(425) 453-1010	Neal Raval
291	WA	Bellevue	12737 Bel-Red Road, Suite 150	98005	(425) 746-7410	Desiree Fletcher
390	WA	Bellevue	875 124th Avenue NE, Suite 203	98005	(425) 462-0756	Christopher Vanderhoef
512	WA	Camas	2005 SE 192nd Ave #201	98607	(360) 256-2400	Kristian Rapisarda
411	WA	Covington	27081 185th Avenue SE, Ste B105	98042	(253) 981-4950	Ryan Hanks
341	WA	Everett	3125 Colby Ave., Suite D	98201	(425) 259-4156	Heather Eggenberger
904	WA	Gig Harbor	5122 Olympia Drive Northwest, Suite B201	98335	(253) 851-8151	Michelle Green
365	WA	Lacey	5201 Corporate Center Ct., SE	98503	(360) 459-4420	Venn Peterson
42	WA	Liberty Lake	22910 E. Appleway Ave., Suite 5	99019	(509) 927-9279	Timothy Casey
763	WA	Lynnwood	3625 148th St. SW STE-B101	98087	(425) 773-4909	Frederick Worrell
891	WA	Lynnwood	2322 196th Street SW #201	98036	(206) 316-8286	David Buck
275	WA	McCleary	330 S. Birch St.	98557	(360) 495-3666	Donald Arima
595	WA	Mercer Island	7419 South East 24th Street	98040	(206) 232-2623	Christopher Lewis
1011	WA	Mercer Island	2825 80th Avenue Southeast, Suite 3 & 4	98040	(206) 240-6360	Goichi Shiotsu
162	WA	Olympia	2006 Caton Way SW	98502	(360) 357-4505	William Bode
371	WA	Olympia	3000 Harrison Ave. NW	98502	(360) 357-6363	Kyle Winter
622	WA	Olympia	1010 Union Ave SE	98501	(360) 943-6111	James Hutchinson
892	WA	Port Orchard	1420 Bay Street	98366	(360) 895-1401	Chris Mueller
373	WA	Port Townsend	835 Jefferson St.	98368	(360) 385-1140	James Cunnington

Office ID	Office State	Office City	Office Address	Office Zipcode	Office Phone	Doctor No. 1
135	WA	Puyallup	13613 Meridian Ave. East, Suite 180	98373	(253) 845-3000	Kunal Wallia
412	WA	Puyallup	8012 112th St. Court East, Ste 160	98373	(253) 840-0789	Ryan Hanks
304	WA	Redmond	16701 Cleveland Street, Suite 200	98052	(425) 883-4099	Daniel Frost
203	WA	Renton	10915 SE 176th St.	98055	(425) 572-6021	Lan Alice Chen
882	WA	Renton	115 Pelly Avenue North	98057	(253) 224-7295	Kevin Huynh
155	WA	Seattle	215 1st Avenue West, Ste 100	98119	(206) 258-4965	Bryan Brenner
440	WA	Seattle	509 Olive Way, Suite 1111	98101	(206) 622-5661	Annie Sohn
781	WA	Seattle	509 Olive Way, Suite 637	98101	(206) 624-5115	Brett Nydegger
786	WA	Seattle	10254 16th Avenue South West	98146	(267) 702-3171	Tofunmi Osundeko
997	WA	Seattle	9730 3rd Avenue North, Suite 209	98155	(206) 362-3404	Gabriel Don Sing
377	WA	Shelton	1051 SE State Route 3	98584	(360) 426-1676	Travis Hackney
208	WA	Shoreline	1359 N. 205th St.	98133	(206) 533-9693	Jordan Brenner
823	WA	Shoreline	19500 Ballinger Way Northeast, #111	98133	(206) 362-5400	Chris Rafoth
34	WA	Spokane	6817 North Cedar Rd., Ste. 201	99208	(509) 326-8170	Ola Englund
72	WA	Spokane	1424 South Bernard Street	99203	(509) 624-5590	Amir Ganji
73	WA	Spokane	9671 North Nevada Street	99218	(509) 468-4040	Bryan Hill
133	WA	Spokane	3018 N Argonne Rd.	99212	(509) 928-5444	Mark Jensen
180	WA	Spokane	6817 N. Cedar Rd., Suite 101	99208	(509) 325-0233	Mary Smith
413	WA	Spokane	510 East Hastings Road, Suite A	99218	(509) 467-0755	Mark Woodward
491	WA	Spokane	902 West 14th Avenue	99204	(509) 838-4137	Jeffrey Regelin
532	WA	Spokane	1118 S Perry St	99202	(509) 534-2232	John Van Gemert
768	WA	Spokane	2603 West Wellesley Avenue	99205	(509) 325-4227	Kevin Truong
872	WA	Spokane	251 East 5th Avenue, Suite B	99202	(509) 744-3244	Simon Prosser
890	WA	Spokane	101 West Cascade Way	99208	(509) 468-0490	Jason Woolf
82	WA	Spokane Valley	1215 N. McDonald Rd., Ste 203	99216	(509) 928-8400	Jeffrey Henneberg
318	WA	Spokane Valley	12121 E. Broadway Ave., Suite 4	99206	(509) 926-6261	Joshua Conway
533	WA	Spokane Valley	420 N Evergreen Rd, #400	99216	(509) 922-1360	Chet Hymas
177	WA	Tacoma	1628 S. Mildred St., Suite 206	98465	(253) 460-1800	Karl Smith
339	WA	Tacoma	6004 Westgate Blvd., Suite 210	98406	(253) 752-6630	Michael Giesy
684	WA	Tacoma	1901 S. Union Ave., Suite B5006	98405	(253) 572-3383	Brian Berg
370	WA	Tumwater	115 Cleveland Ave. SE	98501	(360) 352-2781	Arne Gundersen
437	WA	Walla Walla	1750 Portland Ave.	99362	(509) 525-2787	Steven Karmy
402	WA	Yakima	307 S. 11th Ave.	98902	(509) 388-2456	Shawn McDevitt
902	WI	Kenosha	5008 Green Bay Road, Suite 104	53144	(262) 657-0504	Mario Maritato
309	WI	Milwaukee	8860 North 60th St.	53223	(414) 355-0213	Paul Levine
1013	WI	Prescott	1435 North Acres Road	54021	(715) 972-9546	Jay Feuillerat
366	WI	St. Croix Falls	731 Maple Dr.	54024	(715) 483-9705	Derrick Veneman
539	WI	Waupaca	211 E. Badger St	54981	(715) 258-3838	Gregory Harvey
328	WI	Weyauwega	417 East Ann St.	54983	(920) 867-3101	William Twohig
747	WI	Woodville	131 S. Main Street	54028	(715) 698-4000	Derrick Veneman
646	WV	Glen Dale	1589 Wheeling Ave	26038	(304) 845-2480	Charles Wylie
887	WV	Martinsburg	500 Foxcroft Avenue, Suite A	25401	(304) 350-1703	Kimberly Thomas Smith

Exhibit I

List of Franchises That Left the Network During 2019

Status Codes: *NR* = Nonrenewal *OS* = Office Sold *OC* = Office Closed
OT = Office Transferred but remains a Franchisee with new Owner
Term = Termination *R* = Rescission *Opt-Out* = 12 Month Opt-Out

Doctor	City	State	Phone	Status
Guy Rosenstiel	Hoover	AL	(205) 979-8655	<i>NR</i>
Keith Davis	Chelsea	AL	(205) 678-2525	<i>NR</i>
Paige Lester	Birmingham	AL	(205) 991-9535	<i>NR</i>
Stephen Stricklin	Alabaster	AL	(205) 663-6644	<i>NR</i>
Kevin Mueller	Sun City West	AZ	(623) 474-3343	<i>OC</i>
David Eshom	San Diego	CA	(858) 455-9151	<i>Opt-Out</i>
Safa Khaleel	Mountain View	CA	(650) 336-1313	<i>NR</i>
Gary Radz	Denver	CO	(303) 298-1414	<i>OS</i>
Joshua Zenon	Aurora	CO	(303) 307-8282	<i>Opt-Out</i>
Mark Gregston	Castle Rock	CO	(303) 758-2366	<i>Opt-Out</i>
Michael Miller	Foxfield	CO	(720) 870-0401	<i>NR</i>
Dennis Ragoza	Fairfield	CT	(203) 293-4506	<i>OC</i>
Michael Ungerleider	Granby	CT	(860) 490-7260	<i>Term</i>
Jay Nelson	Lutz	FL	(813) 949-0424	<i>NR</i>
Sergio Jacas	Sunrise	FL	(954) 742-3550	<i>Opt-Out</i>
Cassandra Brackett	Decatur	GA	(404) 289-3060	<i>NR</i>
Gordon Fraser, Jr.	Conyers	GA	(770) 483-4469	<i>NR</i>
Nelson Clements	Valdosta	GA	(229) 242-5511	<i>OC</i>
Shaun Whitney	Coeur d'Alene	ID	(208) 664-7300	<i>Opt-Out</i>
Jazmine Dillard	Evanston	IL	(847) 563-4484	<i>Opt-Out</i>
Gregg May	Ponchatoula	LA	(985) 386-9936	<i>OS</i>
Neil Oza	Hammond	LA	(985) 345-6094	<i>Opt-Out</i>
Debra Reiner	Temperance	MI	(734) 847-1955	<i>NR</i>
Glenn Spencer	Bloomfield Hills	MI	(248) 646-6363	<i>Term</i>
Gregory Maxson	East Lansing	MI	(517) 485-5738	<i>NR</i>
Ben Christopherson	Inver Grove Heights	MN	(651) 455-1247	<i>Opt-Out</i>
Mark Roszkowski	Burnsville	MN	(952) 435-0310	<i>Opt-Out</i>
Richard Weimar	Maple Grove	MN	(763) 493-9446	<i>Opt-Out</i>
Trisha Young	Clayton	MO	(314) 725-4343	<i>Opt-Out</i>
Arthur Roddy Scarbrough	Richton	MS	(601) 788-9374	<i>Opt-Out</i>
John Highsmith	Clyde	NC	(828) 627-9282	<i>Term</i>
Travis Antholz	Lincoln	NE	(402) 474-3445	<i>Opt-Out</i>
Kathleen Casacci	North Tonawanda	NY	(716) 694-1777	<i>OS</i>
Lawrence Evola	Depew	NY	(716) 656-8686	<i>NR</i>
Peter Silver	New York	NY	(212) 924-0687	<i>OS</i>
Ronald Jarvis	Amherst	NY	(716) 838-3838	<i>Term</i>
Ronald Jarvis	Amherst	NY	(716) 833-0850	<i>Term</i>
Ronald Jarvis	Buffalo	NY	(716) 838-3838	<i>Term</i>
Ronald Jarvis	Williamsville	NY	(716) 838-3838	<i>Term</i>
Timothy Hale	Montgomery	NY	(845) 457-5763	<i>NR</i>

Doctor	City	State	Phone	Status
Diane Arel	Harrison	OH	(513) 367-4441	<i>Term</i>
Jason Knapp	Bixby	OK	(918) 394-0303	<i>OS</i>
Michael Chandler	Edmond	OK	(405) 330-4630	<i>NR</i>
Valerie Holleman	Broken Arrow	OK	(918) 893-3414	<i>NR</i>
Walter Davies, III	Tulsa	OK	(918) 477-7774	<i>OS</i>
Jennifer Cochran	Memphis	TN	(901) 757-9696	<i>NR</i>
Mark MacGaw	Memphis	TN	(901) 761-3726	<i>Opt-Out</i>
Anne Lyon	Austin	TX	(512) 441-2684	<i>NR</i>
Edwin McDonald	Plano	TX	(469) 241-9000	<i>NR</i>
Greg Greenberg	Frisco	TX	(972) 335-1300	<i>Opt-Out</i>
J. Travis Spillman	Dallas	TX	(214) 823-5253	<i>NR</i>
James Holman	Midland	TX	(432) 682-6842	<i>NR</i>
Jay Elliott	Houston	TX	(281) 644-4331	<i>NR</i>
Jenny Lu	Missouri City	TX	(832) 713-0736	<i>Term</i>
Karen Walters	Houston	TX	(713) 790-1111	<i>Opt-Out</i>
Lauren Standefer	McKinney	TX	(972) 542-8733	<i>NR</i>
Mark Mashburn	Texarkana	TX	(903) 794-5386	<i>NR</i>
Matthew Steinberg	Austin	TX	(512) 346-4594	<i>OS</i>
Mimi Tran	Fort Worth	TX	(817) 451-8855	<i>NR</i>
Mimi Tran	Keller	TX	(817) 741-7000	<i>NR</i>
Nathan Hughes	Tyler	TX	(903) 593-1300	<i>Opt-Out</i>
Torin Marracino	Texarkana	TX	(903) 838-9700	<i>NR</i>
Xavier Saab	Houston	TX	(713) 468-7222	<i>NR</i>
Bradley Shern	Spokane	WA	(509) 838-6261	<i>NR</i>
John Hixson	Marysville	WA	(360) 659-1223	<i>NR</i>
John Shumaker	Lynnwood	WA	(425) 771-8861	<i>NR</i>
Lance Timmerman	Tukwila	WA	(206) 241-5533	<i>Term</i>
Lisa Ellingsen	Spokane Valley	WA	(509) 921-5666	<i>Opt-Out</i>
Office Transferred by remains a Franchisee with a new Owner				
Frederic Slete	Jackson	MI	(517) 787-5055	<i>OT</i>
Ola J. Englund	Spokane	WA	(509) 326-8170	<i>OT</i>

EXHIBIT J

ADDITIONAL STATE-REQUIRED DISCLOSURES

We are required to provide you with additional information as a condition of registering our franchise offering in certain states. The additional disclosures are set out below. These additional disclosures apply only if the jurisdictional requirements of the applicable state franchise law are met. We do not, by including these additional disclosures, waive the right to challenge the applicability of any state requirement in a dispute.

INFORMATION REQUIRED BY THE STATE OF CALIFORNIA

1. 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.

2. Neither the franchisor, nor any person or franchise broker identified in Item 2 of this Disclosure Document, is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, *15 U.S.C.A. 78a et seq.*, suspending or expelling such person or persons from membership in such association or exchange.

3. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

4. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

5. The franchise agreement requires binding arbitration. The arbitration will occur at Houston, Texas with the costs borne according to the Rules for Commercial Arbitration of the American Arbitration Association.

6. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

7. 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.

8. YOU MUST SIGN A GENERAL RELEASE OF CLAIMS 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).

9. SECTION 31125 OF THE FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE TO YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF THE DEPARTMENT OF BUSINESS OVERSIGHT BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT.

10. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT WWW.DBO.CA.GOV.

INFORMATION REQUIRED BY THE STATE OF HAWAII

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

The name and address of the agent in this state authorized to receive service of process on our behalf is Director of Department of Commerce and Consumer Affairs, 335 Merchant Street, Room 205, Honolulu, Hawaii 96813.

INFORMATION REQUIRED BY THE STATE OF ILLINOIS

Cover Page. Additional Disclosure.

THE GOVERNING LAW, VENUE AND JURISDICTION REQUIREMENTS IN THE DISCLOSURE DOCUMENT AND IN THE FRANCHISE AGREEMENT ARE SUBJECT TO THE PROVISIONS OF THE ILLINOIS FRANCHISE DISCLOSURE ACT, AND NOTHING IN THESE DOCUMENTS SHALL BE CONSIDERED A WAIVER OF ANY RIGHT CONFERRED UPON YOU BY THE ILLINOIS FRANCHISE DISCLOSURE ACT.

Item 17. Additional Disclosures.

Illinois law governs the franchise agreement(s).

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 of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisees rights upon termination and non-renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

INFORMATION REQUIRED BY THE STATE OF MARYLAND

Item 17. Additional Disclosures.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. § 101 *et seq.*).

The Franchise Agreement requires the franchisee to sign a release as a condition of renewal or transfer of the franchise. This release will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

The Franchise Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

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 three (3) years after the grant of the franchise.

INFORMATION 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.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

- (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 the Michigan Franchise Investment Law. This shall not preclude a franchisee, after entering into a Franchise Agreement, from settling any and all claims.
- (c) A provision that permits a Franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a Franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the Franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years; and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of Franchisor's intent not to renew the franchise.
- (e) A provision that permits the Franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not

require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state. **[Note: The Franchisor reserves the right to challenge this requirement of Michigan law, as it applies to arbitration under the Federal Arbitration Act]**

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

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

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

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

(iv) The failure of the 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.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this Notice shall be directed to the Department of Attorney General, Consumer Protection Division, 670 Law Building, 525 West Ottawa Street, Lansing, Michigan 48913 (517) 373-7117.

INFORMATION REQUIRED BY THE STATE OF MINNESOTA

Item 13. Additional Disclosure.

We will indemnify you against liability to a third party resulting from claims that your use of the Names and Marks infringes trademark rights of the third party, provided that your use of the Names and Marks is in accordance with the requirements of the Franchise Agreement and the System.

Item 17. Additional Disclosures.

We will comply with Minnesota Statutes Section 80C.14, subdivisions 3, 4, and 5 which require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement.

Minnesota Statutes § 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring you to waive

your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

Minnesota Rule 2860.4400D prohibits us from requiring you to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statutes §§ 80C.01 - 80C.22.

Minnesota Rule 2860.4400J prohibits us from requiring you to waive your rights to a jury trial, to waive rights to any procedure, forum, or remedies provided by the law of the jurisdiction or to consent to liquidated damages, termination penalties, or judgment notes. This rule does not bar an exclusive arbitration clause.

INFORMATION REQUIRED BY THE STATE OF NEW YORK

Cover page. Additional Disclosures. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

Item 3. Additional Disclosures. 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.

Item 4. Additional Disclosure. 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.

Item 5. Additional Disclosure. 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.

Item 17. Additional Disclosures.

A. 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.

B. 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.

C. 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.

D. The following is added to the end of the “Summary” sections of Item 17(v), titled “**Choice of forum**”, and Item 17(w), titled “**Choice of law**”:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

INFORMATION REQUIRED BY THE STATE OF NORTH DAKOTA

1. The North Dakota Securities Commissioner has held the following to be unfair, unjust, or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C):

A. Restrictive Covenants: Franchise disclosure documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C, without further disclosing that such covenants will be subject to this statute.

B. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.

C. Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. Applicable Laws: Franchise agreements which specify that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

F. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.

G. Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. General Release: Requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

I. Limitation of Claims: Requiring that North Dakota franchisees consent to a limitation of claims. The statute of limitations under North Dakota law applies.

J. Enforcement of Agreement: Requiring North Dakota franchisees to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

INFORMATION REQUIRED BY THE STATE OF RHODE ISLAND

Item 17. Additional Disclosure.

§ 19-28.1-14 of the Rhode Island Franchise Investment Act states: "A provision in the Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

INFORMATION REQUIRED BY THE STATE OF VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Smile Source L.P. for use in the Commonwealth of Virginia shall be amended as follows:

Item 17. Additional Disclosure. The following statements are added to Item 17.h.

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

INFORMATION REQUIRED BY THE STATE OF WASHINGTON

Item 17. Additional Disclosures.

The State of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement in your relationship with us, including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with us, including the areas of termination and renewal of your franchise.

In the event of a conflict of laws between the Washington Franchise Investment Protection Act and the law chosen in the Franchise Agreement, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

A release or waiver of rights executed by a franchisee will not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder, except when executed pursuant to a negotiated settlement after the Franchise Agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, 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 franchisor's reasonable estimated or actual costs in effecting a transfer.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator. In addition, if litigation is not precluded by the Franchise Agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Franchise Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the Franchise Agreement or elsewhere are void and unenforceable in Washington.

RECEIPT FOR SMILE SOURCE® DISCLOSURE DOCUMENT

(Your copy)

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 Smile Source offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Smile Source does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency identified on Exhibit "A."

The franchisor is Smile Source, L.P., located at 23824 Highway 59 North, Kingwood, Texas 77339. Its telephone number is (281) 359-2344 or (888) 890-9990.

Issuance date: April 6, 2020

The franchise seller for this offering is: _____

Name	Smile Source Title
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Address	Phone
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Smile Source authorizes the respective state agencies identified on Exhibit B to receive service of process for it in the particular state.

I received a disclosure document dated April 6, 2020 that included the following Exhibits:

- | | | | |
|-----|---|---|--|
| A | State Franchise Law Administrators | F | Guaranty of Franchise Agreement |
| B | Agents for Service of Process | G | Nondisclosure Agreement to Protect Release of Confidential Information |
| C | Audited Financials as of December 31, 2019, 2018 and 2017 | H | Franchisees as of December 31, 2019 |
| D | Guaranty of Performance | I | Franchisees That Left the Network During 2019 |
| E-1 | Franchise Agreement | J | Additional State-Required Information |
| E-2 | Addendum to Franchise Agreement | | |

Date: _____
(Do not leave blank)

Signed: _____
Printed Name: _____
Address: _____
City/ State/Zip Code: _____
Telephone No.: _____
Fax No.: _____
Email Address: _____

This signed Receipt, when transmitted to Smile Source by electronic means, by facsimile machine, or by scanning and transmission in PDF format by email, is considered to have the same binding effect as an original signature on an original document.

RECEIPT FOR SMILE SOURCE® DISCLOSURE DOCUMENT

(Our copy)

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 Smile Source offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Smile Source does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency identified on Exhibit "A."

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| E-1 | Franchise Agreement | J | Additional State-Required Information |
| E-2 | Addendum to Franchise Agreement | | |

Date: _____
(Do not leave blank)

Signed: _____
Printed Name: _____
Address: _____
City/ State/Zip Code: _____
Telephone No.: _____
Fax No.: _____
Email Address: _____

This signed Receipt, when transmitted to Smile Source by electronic means, by facsimile machine, or by scanning and transmission in PDF format by email, is considered to have the same binding effect as an original signature on an original document.