



FRANCHISE DISCLOSURE DOCUMENT

SEROTONIN ENTERPRISES LLC

a Florida limited liability company
7790 Wintergarden Vineland Rd., Suite 100
Windermere, FL 34786

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E-mail: franchising@serotonincenters.com

Web: www.serotonincenters.com

The franchise offered is for the management system and operation of an anti-aging center that provides wellness services we authorize from time to time, including, cosmetic injectables, hormone replacement therapy, medical weight loss and vitamin IV infusions.

The total investment necessary to begin operation of a Serotonin business ranges from \$872,284 to \$1,788,879. This includes \$79,390 to \$80,385 that must be paid to franchisor or its affiliate(s). If you sign a Multi-Unit Development Agreement, the total investment necessary for three (3) Serotonin units is \$1,128,284 to \$2,144,879. This includes \$185,390 to \$186,385 that must be paid to franchisor or its affiliate(s). The total investment necessary for twenty (20) Serotonin units is \$1,913,284 to \$2,929,879. This includes \$970,390 to \$971,385 that must be paid to franchisor or its affiliate(s). You will pay an additional \$45,000 for each unit after the 20th unit based on the fee schedule set forth in the Multi-Unit Development Agreement.

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 government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient to you. To discuss the availability of disclosures in different formats, contact Eric Casaburi at Serotonin Enterprises LLC, 7790 Wintergarden Vineland Rd., Suite 100, Windermere, FL 34786, (833) 737-6866, franchising@serotonincenters.com.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "[A Consumer's Guide to Buying a Franchise](#)," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 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 be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: April 30, 2025

Serotonin

Franchise Disclosure Document | Multistate | 2025

| as amended November 25, 2025

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Florida. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Florida than in your own state.
- ~~2. **Short Operating History.** This Franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise with a longer operating history.~~
- ~~3.2. **Financial Condition.** The Franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the Franchisor's financial ability to provide services and support to you.~~
- ~~4.3. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments, regardless of you sales levels. Your inability to make the payments, may result in termination of your franchise and loss of your investment.~~
4. **Turnover Rate.** In the last year, a high percentage of franchised outlets (more than 42%) were terminated. This franchise could be a higher risk investment than a franchise in a system with a lower turnover rate.

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

FRANCHISE DISCLOSURE DOCUMENT

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EXHIBITS:

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- B. FRANCHISE AGREEMENT
 - Schedule 1-Franchise Fee, Accepted Location and Territory
 - Schedule 2-Nondisclosure and Non-Competition Agreement
 - Schedule 3-Unlimited Guaranty and Assumption of Obligations
 - Schedule 4-Franchisor Lease Rider
 - Schedule 5-ACH Payment Agreement
 - Schedule 6-Holders of Legal or Beneficial Interest in Franchisee; Operating Principal
 - Schedule 7-State Addenda to the Franchise Agreement
 - Schedule 8-General Release
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- C. MULTI-UNIT DEVELOPMENT AGREEMENT
 - Attachment A-Certification by Developer
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 - Attachment C-Transfer of a Franchise to a Corporation or Limited Liability Company
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- J. RECEIPT

consultation of a patient, analysis will need to be conducted regarding which Authorized Care Providers can be delegated procedures and administer the treatment plan. States will vary on regulations.

- **HIPAA.** HIPAA laws, rules and regulations impose strict requirements as to safeguarding and maintaining the privacy of personal information and data collected and stored in medical records. You shall assume that the operation of your Franchised Business, and the offer, sale, and performance of the Proprietary Services are subject to HIPAA's stringent privacy requirements.
- **Advertising and Promotion.** There are extensive federal, state and local laws, rules and regulations that regulate the type of marketing that you may or may not make as to the products and services offered by your Franchised Business, the results that your customers may or may not achieve, and whether or not the Proprietary Services are authorized, cleared and/or approved by any government agency or authority, and the Authorized Care Provider(s) that may or may not be administering, supervising and/or performing the Proprietary Services.

~~You will also be subject to federal and state laws and regulations that apply to businesses generally, including rules and regulations involving employment practices, wage and hour laws, immigration and employment laws. You must review federal minimum wage and overtime laws, as well as similar laws within your state to ensure compliance with labor and wage laws currently in existence and those that may later be adopted. You should consult with your attorney concerning these and other local laws, rules and regulations that may affect the operation of your Franchised Business.~~

~~YOU ARE ADVISED TO CONSULT COUNSEL ABOUT ANY POTENTIAL IMPACT OF THESE LAWS AND REGULATIONS. You alone are responsible for investigating and evaluating the federal, state and local laws that may apply to the operations of your Franchised Business and federal, state and local restrictions that may be imposed on your Franchised Business, your ownership of your Franchised Business, and the individuals that may or may not provide services as employees of your Franchised Business despite any advice or information that we may give to you. Before signing a Franchise Agreement, you are strongly advised to consult with a lawyer to review the services and products that will be offered and sold by your Franchised Business and to determine the licensing requirements, construction requirements, medical office layout restrictions, or any other regulation that may or may not be imposed on you, your Franchised Business, the individuals hired by your Franchised Business and whether or not you may legally operate your Franchised Business.~~

ITEM 2 BUSINESS EXPERIENCE

CHIEF EXECUTIVE OFFICER: ERIC CASABURI

Eric Casaburi has served as our Chief Executive Officer since the date of our inception. From August 2008 through May 2019, Mr. Casaburi served as the Chief Executive Officer of Retrofitness, LLC, in West Palm Beach, Florida (formerly Colts Neck, New Jersey). From December 2015 through the present, Mr. Casaburi has served as the owner and managing member of DEA Enterprises, LLC. Mr.

Casaburi is the manager of Practice Management Orlando, LLC, which serves as the manager of Ecko Enterprises, LLC, in Orlando, Florida, which opened a Serotonin Center in Windermere, Florida in July 2021.

VICE PRESIDENT OF BUSINESS DEVELOPMENT: MATTHEW MAURIELLO

Matthew Mauriello has been our Vice President of Business Development since April 2023. Prior to his position with us, he was the Managing Member of Rhino Fitness Exchange, LLC, a business and consulting company focused on merger and acquisitions of franchise health clubs in Palm Beach Gardens, Florida, from January 2016 to March 2023.

CHIEF LEARNING OFFICER: WILLIAM “BILL” MURRAY

Bill Murray has been our Chief Learning Officer since February 2024. Prior to his position with us, Mr. Murray was the Director of Franchise Operations for 10 Fitness Inc. Franchising in Maumelle, Arkansas from May 2022 to January 2024. From July 2019 to February 2022, Mr. Murray was the Vice President of Operations and Chief Operating Officer for SureFit, LLC, which operated 15 Anytime Fitness locations in Searcy, Arkansas.

CHIEF MARKETING OFFICER: ~~DAWN WEISSKT REMUS~~

~~Dawn WeissKT Remus~~ has been our Chief Marketing Officer since ~~September 2024. Prior~~ November 2025. In addition to her position with us, Ms. ~~Weiss served as~~ Remus is also the ~~Chiefowner of 4C Marketing Officer for Mayweather Fitness Holdings LLC in Frisco, Texas, a consulting company in Tulsa, Oklahoma~~ from January 2023 to September 2024. From August 2020 to January April 2018 to present ~~2023, Ms. Weiss was the Chief Marketing Officer for Xponential Fitness in Irvine, California.~~

**ITEM 3
LITIGATION**

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

**ITEM 4
BANKRUPTCY**

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

**ITEM 5
INITIAL FEES**

Initial Franchise Fee

For a single franchise, you must pay us a \$59,000 initial franchise fee (“**Initial Franchise Fee**”) in full at the time the Franchise Agreement is executed. The Initial Franchise Fee is fully earned upon receipt and is non-refundable.

Fee	Amount	Due Date	Notes
Interest (Note 8)	The lesser of 1.5% per month or the highest commercial contract interest rate allowed by law	Amounts not received by us on the due date shall incur interest charges	Due on all overdue amounts owed to us.
Late Fee	\$100 per occurrence	As incurred	Due on each occurrence that you fail to make a timely payment to us.
Insurance	You must reimburse our costs plus a 10% administrative fee	When billed	If you fail to obtain insurance, we may obtain insurance for you, and you must reimburse us. You will pay a 10% administrative fee to account for our costs in obtaining your insurance.
Transfer Fee (Note 9)	50% of the then-current Initial Franchise Fee	At the time of transfer	You may not transfer your Franchised Business without our prior written consent. The Transfer Fee is due at the time of the transfer and is not refundable.
Additional Training and Assistance	Currently \$500 per person per day (plus hotel, air fare, and other expenses incurred by our trainer) for each person attending	When training or assistance begins	This fee will be assessed for training a newly appointed Operating Principal and for training newly hired personnel; for refresher training courses; and for special assistance or training you need or request to be conducted. <u>We may change this fee upon notice to you, but it will not increase to more than \$1,000 per person per day.</u>
Conference Fee	\$500 per person (plus hotel, air fare,	Prior to the conference or at the time of training	We may hold an annual franchisee conference devoted to training and plans for the future of Serotonin which you will be required to attend. Additionally, you must pay for your representatives'

Note 17. **Additional Funds:** You will need additional capital to support on-going expenses, such as payroll and utilities, insurance, licenses, inventory, security, repairs and maintenance, and miscellaneous expenses. This estimate includes payroll costs for one manager and other employees but does not include a salary or draw for you or the Operating Principal. The estimate also includes pre-opening expenses such as organization expenses, and other service-related expenses. The estimate does not include Royalty Fee or Advertising Fund Contribution payments due to us. We have relied on the initial development costs of our affiliate's location in Windermere, Florida in estimating the additional funds estimate. ~~New businesses often generate a negative cash flow. We have not provided for capital or other reserve funds necessary for you to reach "break-even", "positive cash flow" or any other financial position. We cannot and do not guarantee when or if your Franchised Business will break even. We do not furnish, nor do we authorize our salespersons or anyone else to furnish estimates as to those amounts. We estimate that the amount given will be sufficient to cover on-going expenses for the start-up phase of the business, which we calculate to be six months. Also, your level of sales will impact your cash flow and the amount of working capital and additional funds that you may need during this start-up phase. These costs are only an estimate, however, and there is no assurance that additional working capital will not be necessary during this startup phase or after. Your credit history could impact the amount (and cost) of funds needed during the start-up phase. You will need to have staff on-hand before opening to prepare your Franchised Business for opening, for training, orientation, and related purposes. We recommend you review these figures carefully with your business advisor.~~

~~Note 18: Your costs may be more or less depending on your management abilities, experience and business acumen, local economic conditions, size of your facility, location, and your actual sales. Note 18:~~ In formulating these estimates, we have relied on the initial development costs of our affiliate's location in Windermere, Florida. All expenses paid to us or our affiliates are non-refundable. We will not finance any part of the initial investment. ~~These figures are estimates only. You should review this chart with a business advisor before making a decision to purchase a franchise.~~

~~[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]~~

Note 4. **Total Estimated Initial Investment for Developer:** In formulating these estimates, we have relied on the initial development costs of our affiliates. ~~We cannot guarantee you will not need more capital toward the development of Franchised Businesses under the MUDA. We recommend you review these estimates carefully with your business advisor, accountant or attorney before making any decision to sign the MUDA.~~ We do not offer any financing for your initial investment toward developing Franchised Businesses.

ITEM 8 RESTRICTIONS ON SOURCES OF SERVICES AND PRODUCTS

Approved Services and Products

Subject to applicable health laws, you must use in the operation of your Franchised Business, and in the offer and sale of the services and products we approve, only those techniques, procedures and supplies we specify. You must offer all, and only such, products and services as we approve from time to time. We may require that you, at your expense, enter into agreements with suppliers approved by us specifically for the offer, sale and performance of the Proprietary Services and related products at your Franchised Business. We may change any of our requirements periodically. All products and items must conform to those standards and specifications we may periodically establish.

You must obtain our written approval before making any changes to your Franchised Business and before modifications to or replacements of furniture, fixtures, equipment, computer hardware, proprietary software, generic software, products, signs or other items. All products and services to be sold, handled, or dispensed either by you or your Authorized Care Providers in your Franchised Business must be purchased from us, our affiliate(s) or Approved Suppliers to, among other thing, ensure uniformity in our System and to ensure that we have reviewed and approved any and all medical procedures being performed at your Franchised Business.

We make no express or implied warranties with respect to any products are services we recommend for your use. We may, at any time, change, delete, add to or modify any of our Proprietary Services or products offered at your Franchised Business. These changes, deletions, additions or modifications may require additional expenditures by you.

Marketing and Promotional Materials; Items Bearing our Marks

You must purchase from us or our designated suppliers all marketing, advertising, and promotional materials, including business cards, stationery, brochures, flyers, postcards, posters, advertisement templates, and any other promotional or business marketing tools we use, or might use, as a part of the System. Any items, including all merchandise and any promotional items, which bear or include our Marks, must be purchased from us or our designated suppliers to ensure brand consistency within the System. It is solely your responsibility to ensure that any marketing of the Proprietary Services offered at your Franchised Business are compliant with the applicable laws government the advertisement of Proprietary Services in your jurisdiction.

NOTES

1. ~~One outlet has~~**Some outlets have** earned this amount. Your individual results may differ. **There is no assurance that you'll earn as much.**
2. "Gross Revenue" represents the actual gross revenue from the sale of services and products at the Affiliate-Owned Reporting Centers and Franchised-Owned Reporting Centers during the respective period.
3. The Affiliate-Owned Reporting Center located in Windermere, Florida did not open until July 2021 and the Gross Revenue for 2021 is from the opening date through December 31, 2021.
4. The Affiliate-Owned Reporting Center located in Winter Park, Florida did not open until September 2023.
5. The Franchised-Owned Center located in Colts Neck, New Jersey opened in May 2023.
6. The Franchised-Owned Center located in Greenhills, Tennessee opened in November 2023.
7. The financial information used to prepare this Item 19 financial performance representation was based upon ~~unaudited~~ profit and loss information. Written substantiation of all financial information presented in this financial performance representation will be made available to you upon reasonable written request.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Eric Casaburi, 7790 Wintergarden Vineland Rd., Suite 100, Windermere, FL 34786, franchising@serotonincenters.com, (833) SEROTON (737-6866), the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20
OUTLETS AND FRANCHISEE INFORMATION**

TABLE 1
SYSTEMWIDE OUTLET SUMMARY
FOR YEARS 2022 TO 2024

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised**	2022	0	0	0
	2023	0	2	+2
	2024	2	68	+46
Company-Owned*	2022	1	1	0
	2023	1	2	+1
	2024	2	3	+1
Total Outlets	2022	1	1	0
	2023	1	4	+3
	2024	4	91	+57

*- The Company-Owned outlets are owned by our affiliates.

**The Franchised outlets listed in this Table 1 for 2024 are updated as of October 29, 2025

TABLE 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
FOR YEARS 2022 TO 2024

Column 1 State	Column 2 Year	Column 3 Number of Transfers
All States	2022	0
	2023	0
	2024	0
Total	2022	0
	2023	0
	2024	0

TABLE 3
STATUS OF FRANCHISED OUTLETS
FOR YEARS 2022 TO 2024

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
State	Year	Outlets at the Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
<u>Connecticut</u>	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2023</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2024</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
Florida	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	<u>23</u>	<u>03</u>	0	0	0	<u>20</u>
Massachusetts	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	1	0	0	0	0
Missouri	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	<u>12</u>	0	0	0	0	<u>12</u>
New Jersey	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	<u>2024</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
<u>South Carolina</u>	<u>2022</u>	<u>10</u>	0	0	0	0	0	<u>10</u>
	<u>2023</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2024</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
Tennessee	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
<u>Texas</u>	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2023</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2024</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
Virginia	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	2	<u>12</u>	0	0	0	<u>10</u>
Total**	2022	0	0	0	0	0	0	0
	2023	0	2	0	0	0	0	2
	2024	2	<u>612</u>	<u>26</u>	0	0	0	<u>68</u>

**The Franchised outlets listed in this Table I for 2024 are updated as of October 29, 2025

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

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisees	Column 6 Outlets Closed	Column 7 Outlets sold to Franchisees	Column 8 Outlets at End of the year
Florida	2022	1	0	0	0	0	1
	2023	1	1	0	0	0	2
	2024	2	1	0	0	0	3
Total	2022	1	0	0	0	0	1
	2023	1	1	0	0	0	2
	2024	2	1	0	0	0	3

TABLE 5
PROJECTED OPENINGS AS OF DECEMBER 31, 2024

Column 1 State	Column 2 Franchise Agreements Signed But Outlets Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year
California	1	1	0
Colorado	1	1	0
Connecticut	1	1	0
Florida	2	2	0
Illinois	1	1	0
Missouri	0	1	0

New Jersey	21	1	0
New York	4	0	0
North Carolina	4	0	0
South Carolina	4	2	0
Texas	4	4	0
Virginia	4	0	0
Total**	133	113	03

**The Franchised outlets listed in this Table I are updated as of October 29, 2025

Exhibit F includes a list of the names of all current franchisees and the address and telephone number of each of their outlets. Exhibit F also contains a list of the names, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who have not communicated with us 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 three (3) fiscal years, no current or former franchisees have signed confidentiality clauses that limit them from discussing with you their experiences as a franchisee in our franchise system. There are no trademark-specific franchisee organizations associated with the franchise system being offered.

ITEM 21 FINANCIAL STATEMENTS

Attached as Exhibit E is our audited financial statement as of December 31, 2022, December 31, 2023, and December 31, 2024 as dated April 29, 2025; and unaudited financial statements from January 1, 2025 to May 31, 2025. Our fiscal year end is December 31st.

ITEM 22 CONTRACTS

The following contracts are attached to this Disclosure Document:

- Exhibit B – FRANCHISE AGREEMENT
- Schedule 1-Franchise Fee, Accepted Location and Territory
- Schedule 2-Nondisclosure and Non-Competition
- Schedule 3-Unlimited Guaranty and Assumption of Obligations
- Schedule 4-Franchisor Lease Rider
- Schedule 5-ACH Payment Agreement
- Schedule 6-Holders of Legal or Beneficial Interest in Franchisee; Operating Principal

**HAWAII ADDENDUM
TO THE FRANCHISE AGREEMENT**

Section 3.1 of the Franchise Agreement shall be amended to state that the Initial Franchise Fees owed by franchisees shall be deferred until Franchisor has satisfied its pre-opening obligations to franchisee and franchisee has commenced operations its Franchised Business.

~~FRANCHISEE: _____ SEROTONIN ENTERPRISES, LLC~~

By: _____ By: _____

Date: _____ Date: _____

~~**ILLINOIS ADDENDUM
TO THE FRANCHISE AGREEMENT**~~

~~If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.~~

~~1. Illinois law governs the Franchise Agreement.~~

~~2.1. 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.~~

~~3.1. Franchisee rights upon termination and non-renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.~~

~~4.1. 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.~~

~~5.1. Section 3.1 of the Franchise Agreement shall be amended to state that the Initial Franchise Fees owed by franchisees shall be deferred until Franchisor has satisfied its pre-opening obligations to franchisee and franchisee has commenced operations its Franchised Business. The Illinois Attorney General Office has imposed this deferral requirement due to Franchisor's financial condition.~~

~~6.~~ No statement, questionnaire, or acknowledgement signed or agreed to by ~~a~~ franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FRANCHISEE: SEROTONIN ENTERPRISES, LLC

By: _____ By: _____

Date: _____ Date: _____

**ILLINOIS ADDENDUM
TO THE FRANCHISE AGREEMENT**

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. Illinois law governs the Franchise Agreement.

2. 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.

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

4. 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.

5. Section 3.1 of the Franchise Agreement shall be amended to state that the Initial Franchise Fees owed by franchisees shall be deferred until Franchisor has satisfied its pre-opening obligations to franchisee and franchisee has commenced operations its Franchised Business. The Illinois Attorney General Office has imposed this deferral requirement due to Franchisor's financial condition.

6. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FRANCHISEE:

SEROTONIN ENTERPRISES, LLC

By: _____

By: _____

Date: _____

Date: _____

**VIRGINIA ADDENDUM
TO THE FRANCHISE AGREEMENT**

Section 3.1 to the Franchise Agreement is amended to add the following:

The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the Franchise Agreement.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the relation relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FRANCHISEE:

SEROTONIN ENTERPRISES, LLC

By: _____

By: _____

Date: _____

Date: _____

HAWAII ADDENDUM TO MULTI-UNIT DEVELOPMENT AGREEMENT

If any of the terms of the Multi-Unit Development Agreement are inconsistent with the terms below, the terms below control:

Payment of Initial Franchise Fees/Development Fees shall be deferred until Franchisor has met its initial obligations to area developer and ~~area developer has commenced its Franchised Business; the payment attributable to a specific unit in your development schedule is deferred until that unit is open.~~

No statement, questionnaire, or acknowledgement signed or agreed to by franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

DEVELOPER:

SEROTONIN ENTERPRISES, LLC

By: _____

By: _____

Date: _____

Date: _____

VIRGINIA ADDENDUM TO MULTI-UNIT DEVELOPMENT AGREEMENT

Section 2 Multi-Unit Development Agreement is amended to add the following:

The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the Franchise Agreement.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the relation relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

DEVELOPER:

SEROTONIN ENTERPRISES, LLC

By: _____

By: _____

Date: _____

Date: _____

EXHIBIT F TO THE DISCLOSURE DOCUMENT

LIST OF CURRENT AND FORMER FRANCHISEES

The following is a list of the names of all current franchisees and the address and telephone number of each of their outlets as of December 31, 2024:

(a) **Operational Franchisees.** The following are the names, addresses and telephone numbers of all Serotonin franchisees as of December 31, 2024, who are operational:

Connecticut:

Fairfield Longevity 2 Inc.
1121 High Ridge Center, Unit 6
Stamford, CT 06905
Greylockproperties@outlook.com

Missouri

Springfield Anti-Aging Center, LLC*
2144 E. Republic Road, Suite B 300

Florida:

~~Peacefield Downtown St. Pete, LLC*~~
~~153 2nd Avenue N. Unit C 103~~
~~St. Petersburg, FL 33701~~
~~charles@peacefield-holdings.com~~

~~Peacefield South Tampa, LLC~~
~~1501 S. Dale Mabry Hwy, Unit D118~~
~~Tampa, FL 33629~~
~~charles@peacefield-holdings.com~~

Missouri

~~Springfield Anti-Aging Center, LLC*~~
~~2144 E. Republic Road, Suite B 300~~
~~Springfield, Missouri MO 65804~~
~~travis@flintrockrealestate.com~~

Springfield Anti-Aging Center, LLC*
1804 S. Rangeline Road Suite A and B
Joplin, MO 68404
travis@flintrockrealestate.com

New Jersey:

Anti-Aging Colts Neck Management Services LLC
178 County Road 537
Colts Neck, NJ 07722
coltsnecknj@serotonincenters.com

EP Aesthetics Group, Inc.

[1598 Kings Highway N. Suite 24](#)
[Cherry Hill, NJ 08034](#)
suleman_emmanuel@yahoo.com
naamane@hotmail.com

South Carolina:

Age Better, LLC*
[1145 Savannah Highway](#)
[Charleston, SC 29407](#)
Peter.Sheehan87@gmail.com

Tennessee:

Happy Hospitalists LLC*
1016A Glendale Lane
Nashville, TN 37204
docjunia@gmail.com

Virginia:

Verdure, LLC*

Texas:

Optimus Vitae LLC
[971 Matlock Road](#)
[Mansfield, TX 76063](#)
sseroyer@tmisportsmed.com
jeven@tmisportsmed.com

[1564 Laskin Road, Unit 174-178](#)
[Virginia Beach, Virginia 23454](#)
aleksoldo@gmail.com
doctorbobby7@hotmail.com

(b) **Franchises Executed But Not Yet Operational.** The following are the names, addresses and telephone numbers of all Serotonin franchisees as of December 31, 2024, who are not yet operational but have signed a Franchise Agreement:

Serotonin

California:

Anazosis LLC
San Diego, California
Nourin44@hotmail.com

Colorado:

~~Vincent Love~~
~~Colorado~~
~~vincentlove@gmail.com~~

Connecticut:

~~Fairfield Longevity 2 Inc.~~
~~Fairfield County, Connecticut~~
~~Greylockproperties@outlook.com~~

Florida:

~~Peacefield Holdings, LLC*~~
~~11042 Bridge House Road~~
~~Windermere, Florida 34786~~
~~tfehlinger@verizon.net~~

~~JBN Health Ventures, LLC*~~
~~Duval and St. John's County, Florida~~
~~derek.d.oleary@gmail.com~~

Illinois:

PVAenterprise LLC
Dupage County, Illinois
Baker01976@gmail.com

New Jersey:

~~EP Aesthetics Group, Inc.~~

~~22~~

~~JALO Management NJ-70 LLC*~~

New York:

~~4Theboys Med LLC~~

~~Nassau~~ ~~Bergen~~ County, New ~~York~~ ~~Jersey~~

Serotonin

~~emhristo@gmail.com~~
~~hristo1@gmail.com~~

~~**North Carolina:**~~

~~Brent Hulderman and Amy Hulderman*~~
~~Mecklenburg, North Carolina~~
~~brentgolfs@gmail.com~~

~~**South Carolina:**~~

~~Age Better, LLC*~~
~~Mt. Pleasant/Charleston/West Ashley, South Carolina~~
~~Peter.Sheehan87@gmail.com~~

~~**Texas:**~~

~~Optimus Vitae LLC~~
~~Tarrant County, Texas~~
~~sseroyer@tmisportsmed.com~~
~~jeven@tmisportsmed.com~~

~~**Virginia:**~~

~~Verdure, LLC*~~
~~5029 Huguenot Road, Suite 5029~~
~~Henrico, Virginia 23229~~
~~aleksoldo@gmail.com~~
~~doctorbobby7@hotmail.com~~

~~elainekletsman@gmail.com~~

* Indicates Multi-Unit Developers

(c) **Former Franchisees.** The following are the names, last known home addresses and home telephone numbers of all franchisees that have been terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Serotonin Franchise Agreement during the most recently completed fiscal year (January 1, 2024 to December 31, 2024) or who have not communicated with us within 10 weeks of the date of issuance of this Disclosure Document:

~~**California:**~~

~~Kaizen Rose LLC~~
~~30451 Avenida de las Flores, Suite B~~
~~Rancho Santa Margarita, California 92688~~

Serotonin

Franchise Disclosure Document | Multistate 2025 | Exhibit F: List of Current and Former Franchisees

jason@jason.biz

Colorado:

Vincent Love
vincentjlove@gmail.com

Florida:

[LifeHub Center LLC](#)
michael@lifehubventures.net
ryan@lifehubventures.net

[Peacefield Downtown St. Pete, LLC](#)
[153 2nd Avenue N. Unit C-103](#)
[St. Petersburg, FL 33701](#)
charles@peacefield-holdings.com
trudy@peacefield-holdings.com

[Peacefield South Tampa, LLC](#)
[1501 S. Dale Mabry Hwy, Unit D118](#)
[Tampa, FL 33629](#)
charles@peacefield-holdings.com
trudy@peacefield-holdings.com

[Peacefield Holdings, LLC](#)
[11042 Bridge House Road](#)
[Windermere, Florida 34786](#)
charles@peacefield-holdings.com
trudy@peacefield-holdings.com

[JBN Health Ventures, LLC](#)
darnice@jbncp.com
derek@jbncp.com

Massachusetts:

[CBSB Newton, LLC*](#)
[230 Needham Street, Unit E-5-A](#)
[Newton, Massachusetts 02464](#)
sbarker1234@yahoo.com

New Jersey:

[Javs Wellness Center NJ LLC](#)
jessenvansyckle@gmail.com

amvansyckle@gmail.com

New York:

4Theboys-Med LLC
cmhristo@gmail.com
hhristo1@gmail.com

North Carolina:

Brent Hulderman and Amy Hulderman
Mecklenburg, North Carolina
brentgolfs@gmail.com

Virginia:

Weinstein Health and Wellness, LLC*
Sterling/Ashburn/Reston/Great Falls, Virginia
Brian.Weinstein11@gmail.com

Verdure, LLC
1564 Laskin Road, Unit 174-178
Virginia Beach, Virginia 23451
aleksoldo@gmail.com
doctorbobby7@hotmail.com

Verdure, LLC
5029 Huguenot Road, Suite 5029
Henrico, Virginia 23229

aleksoldo@gmail.com
doctorbobby7@hotmail.com

The list of franchisees included in this Exhibit has been updated as of October 29, 2025.

EXHIBIT G TO THE DISCLOSURE DOCUMENT
FRANCHISEE DISCLOSURE QUESTIONNAIRE

Do not sign the Franchisee Disclosure Questionnaire if you are a resident of Maryland or the business is to be operated in Maryland.

Do not sign the Franchisee Disclosure Questionnaire if you are a resident of Hawaii or the business is to be operated in Hawaii.

As you know, Serotonin Enterprises, LLC and you are preparing to enter into a Franchise Agreement for the operation of a franchised business. In this Franchisee Disclosure Questionnaire, Serotonin Enterprises, LLC will be referred to as “we” or “us.” The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we did not authorize and that may be untrue, inaccurate, or misleading. Please review each of the following questions carefully and provide honest and complete responses to each question.

1. Have you received and personally reviewed Serotonin Enterprises, LLC’s Franchise Agreement and each exhibit, addendum, and schedule attached to it?
Yes _____ No _____

2. Have you received and personally reviewed our Disclosure Document we provided to you?
Yes _____ No _____

3. Do you understand that the success or failure of your business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms, and other economic and business factors?
Yes _____ No _____

4. Has any employee or other person speaking on our behalf made any statement or promise concerning the revenues, profits, or operating costs of a Serotonin business that we or our franchisees operate?
Yes _____ No _____

5. Has any employee or other person speaking on our behalf made any statement or promise concerning a Serotonin business that is contrary to, or different from, the information contained in the Disclosure Document?
Yes _____ No _____

HAWAII ADDENDUM TO THE DISCLOSURE DOCUMENT

As to franchises governed by the Hawaii Franchise Investment Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

THESE FRANCHISES 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.

Item 5 of the Disclosure Document is amended to state that the Initial Franchise Fees owed by franchisees shall be deferred until Franchisor has satisfied its pre-opening obligations to franchisee and franchisee has commenced operations its Franchised Business. Payment of Initial Franchise Fees/Development Fees under the Multi-Unit Development Agreement shall be deferred until Franchisor has met its initial obligations to area developer and the payment attributable to a specific unit in your development schedule is deferred until that unit is open.

Registered agent in the state authorized to receive service of process:

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, HI 96813

No statement, questionnaire, or acknowledgement signed or agreed to by franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims

under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

VIRGINIA ADDENDUM TO THE DISCLOSURE DOCUMENT

As to franchises governed by the Virginia Retail Franchising Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document is amended as follows:

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

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

Item 5 to the Disclosure Document is amended to add the following:

The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the Franchise Agreement.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the relation relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

EXHIBIT I TO THE DISCLOSURE DOCUMENT

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	October 20, 2025 Pending
Maryland	Pending
Michigan	July 26, 2025 2024
Minnesota	Pending June 3, 2025
New York	Pending
North Dakota	May 13, 2025 Pending
Rhode Island	May 14, 2025 Pending
South Dakota	July 11, 2024 23, 2025
Virginia	Pending
Washington	Pending
Wisconsin	May 13, 2025

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT J TO THE DISCLOSURE DOCUMENT

RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Serotonin Enterprises, LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Iowa requires that we give you this Disclosure Document at the earlier of the first personal meeting or 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.

Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

New York requires that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Serotonin Enterprises, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the State Administrator listed in Exhibit A. Our Agents for Service of Process are listed in Exhibit A.

Date of Issuance: April 30, 2025 as amended November 25, 2025

The following is the name, principal business address, and telephone number of the franchise seller offering the franchise:

Name	Principal Business Address	Telephone Number
Eric Casaburi, Matt Mauriello or:	7790 Wintergarden Vineland Rd., Suite 100, Windermere, FL 34786	(866) 737-6866

I have received a Disclosure Document dated April 30, 2025 as amended November 25, 2025 including the following exhibits on the date listed below:

- A. LIST OF STATE ADMINISTRATORS AND STATE AGENTS FOR SERVICE OF PROCESS
- B. FRANCHISE AGREEMENT
 - Schedule 1-Franchise Fee, Accepted Location and Territory
 - Schedule 2-Nondisclosure and Non-Competition

RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Serotonin Enterprises, LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Iowa requires that we give you this Disclosure Document at the earlier of the first personal meeting or 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.

Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

New York requires that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Serotonin Enterprises, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the State Administrator listed in Exhibit A. Our Agents for Service of Process are listed in Exhibit A.

Date of Issuance: April 30, 2025 as amended November 25, 2025

The following is the name, principal business address, and telephone number of the franchise seller offering the franchise:

Name	Principal Business Address	Telephone Number
Eric Casaburi, Matt Mauriello or:	7790 Wintergarden Vineland Rd., Suite 100, Windermere, FL 34786	(866) 737-6866

I have received a Disclosure Document dated April 30, 2025 as amended November 25, 2025 including the following exhibits on the date listed below:

- A. LIST OF STATE ADMINISTRATORS AND STATE AGENTS FOR SERVICE OF PROCESS
- B. FRANCHISE AGREEMENT
 - Schedule 1-Franchise Fee, Accepted Location and Territory
 - Schedule 2-Nondisclosure and Non-Competition
 - Schedule 3-Unlimited Guaranty and Assumption of Obligations