

## DISCLOSURES REQUIRED BY CONNECTICUT LAW

The State of Connecticut does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the state. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

Risk Factors of this Franchise Pursuant to Section 36b-63(c)(27) of the Connecticut Business Opportunity Act:

The franchise agreement requires you to resolve disputes with the franchisor by mediation and/or litigation only in Texas. Out-of-state mediation or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate or litigate with the franchisor in Texas than in your own state.

You must make minimum advertising and other payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

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

The primary trademark that you will use in your business is not federally registered. If the franchisor's right to use this trademark in your area is challenged, you may have to identify your business and its products or services with a name that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.

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Elevated Brands Franchising, LLC

Issuance Date: April 17, 2025

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**EXHIBITS:**

Exhibit A	Financial Statements
Exhibit B	Franchise Agreement
Exhibit C	List of Current and Former Franchisees
Exhibit D	List of State Administrators/Agents for Service of Process
Exhibit E	State Addenda and Agreement Riders
Exhibit F	Brand Standards Manual Table of Contents
Exhibit G	Contracts for use with the Franchised Business
Exhibit H	Franchise Disclosure Questionnaire
Exhibit I	State Effective Dates
Exhibit J	Receipt

## ITEM 21 FINANCIAL STATEMENTS

**Exhibit A** contains the financial statements required to be included with this Franchise Disclosure Document: audited financial statements for the periods ending December 31, 2024, December 31, 2023, and December 31, 2022. Our fiscal year end is December 31. In March 2025, the Franchisor entity name was changed from Massage Heights Franchising, LLC to Elevated Brands Franchising, LLC.

## ITEM 22 CONTRACTS

Attached are the following agreements proposed for use in connection with our offering of franchises:

- Exhibit B** Franchise Agreement
- Exhibit E** State Addenda and Agreement Riders
- Exhibit G** Contracts for use with the MH Franchise

## ITEM 23 RECEIPT

The last pages of this Franchise Disclosure Document, **Exhibit J**, are detachable documents, in duplicate. Please detach, sign, date and return one copy of the Receipt to us, acknowledging that you received this Franchise Disclosure Document. Please keep the second copy for your records.

**EXHIBIT D**

**LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS**

<p><b><u>CALIFORNIA</u></b>  <u>State Administrator and Agent for Service of Process:</u>          Commissioner          Department of Financial Protection and Innovation 320          W. 4<sup>th</sup> Street, #750          Los Angeles, CA 90013          (213) 576-7500; <del>(866) 275-2677</del>  <del>(866) 275-2677</del></p> <p><b><u>CONNECTICUT</u></b>  <u>The Banking Commissioner</u>  <u>The Department of Banking, Securities and Business Investment Division</u>  <u>260 Constitution Plaza</u>  <u>Hartford, CT 06103-1800</u>  <u>(860) 240-8299</u></p> <p><b><u>HAWAII</u></b>  <u>Administrator:</u>          Commissioner of Securities of the State of Hawaii          335 Merchant Street, Room 203          Honolulu, HI 96813          (808) 586-2722</p> <p><u>Agent for Service of Process:</u>          Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division          335 Merchant Street, Room 203          Honolulu, HI 96813          (808) 586-2722</p> <p><b><u>ILLINOIS</u></b>          Illinois Attorney General Chief, Franchise Division          500 S. Second Street          Springfield, IL 62706          (217) 782-4465</p> <p><b><u>INDIANA</u></b>          Secretary of State          Securities Division          Room E-018          302 W. Washington Street</p>	<p><b><u>MARYLAND</u></b>  <u>Administrator:</u>          Office of the Attorney General          Securities Division          200 St. Paul Place          Baltimore, MD 21202          (410) 576-6360</p> <p><u>Agent for Service of Process:</u>          Maryland Securities Commissioner          200 St. Paul Place          Baltimore, MD 21202-2020</p> <p><b><u>MICHIGAN</u></b>          Michigan Department of Attorney General          Consumer Protection Division          525 W. Ottawa Street          Lansing, MI 48913          (517) 373-7117</p> <p><b><u>MINNESOTA</u></b>          Department of Commerce          Commissioner of Commerce          85 Seventh Place East, Suite 280          St. Paul, MN 55101-3165          (651) 539-1600</p> <p><b><u>NEW YORK</u></b>  <u>Administrator:</u>          NYS Department of Law          Investor Protection Bureau          28 Liberty Street, 21<sup>st</sup> Floor          New York, NY 10005          (212) 416-8222</p> <p><u>Agent for Service of Process:</u>          Secretary of State          99 Washington Avenue          Albany, NY 12231</p> <p><b><u>NORTH DAKOTA</u></b>          North Dakota Securities Department          State Capitol, Fifth Floor, Dept. 414          600 E. Boulevard Avenue          Bismarck, ND 58505-0510          (701) 328-4712</p>	<p><b><u>RHODE ISLAND</u></b>          Department of Business Regulation          1511 Pontiac Avenue, Bldg. 68-2          Cranston, RI 02920          (401) 462-9527</p> <p><b><u>SOUTH DAKOTA</u></b>          Division of Insurance          Securities Regulation          124 South Euclid, Suite 104          Pierre, SD 57501          (605) 773-3563</p> <p><b><u>VIRGINIA</u></b>  <u>Administrator:</u>          State Corporation Commission          Division of Securities and <u>Retail Franchising</u>  <u>Retail Franchising</u>          1300 E. Main Street, 9<sup>th</sup> Floor          Richmond, VA 23219</p> <p><u>Agent for Service of Process:</u>          Clerk of the State Corporation Commission          1300 E. Main Street, 1<sup>st</sup> Floor          Richmond, VA 23219</p> <p><b><u>WASHINGTON</u></b>  <u>State Administrator:</u>          Department of Financial Institutions          Securities Division          P.O. Box 9033          Olympia, WA 98507          (360) 902-8760</p> <p><u>Agent for Service for Process:</u>          Director of Department of Financial Institutions          Securities Division          150 Israel Road SW          Tumwater, WA 98501</p> <p><b><u>WISCONSIN</u></b>          Department of Financial Institutions          Division of Securities          201 W. Washington Avenue          Madison, WI 53703          (608) 266-3364</p>
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the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.**

## CONNECTICUT

### DISCLOSURES REQUIRED BY CONNECTICUT LAW

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~~If the seller fails to deliver the products, equipment or supplies or fails to render the services necessary to begin substantial operation of the business within forty five days of the delivery date stated in your contract, you may notify the seller in writing and demand that the contract be cancelled.~~

~~Risk Factors of this Franchise Pursuant to Section 36b-63(c)(27) of the Connecticut Business Opportunity Act:~~

~~The franchise agreement requires you to resolve disputes with the franchisor by mediation and/or litigation only in Texas. Out-of-state mediation or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate or litigate with the franchisor in Texas than in your own state.~~

~~You must make minimum advertising and other payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.~~

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

~~The primary trademark that you will use in your business is not federally registered. If the franchisor's right to use this trademark in your area is challenged, you may have to identify your business and its products or services with a name that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.~~

Elevated Brands Franchising, LLC

Issuance Date: April 17, 2025

## GEORGIA

The State of Georgia has not reviewed and does not approve, recommend, endorse, or sponsor any business opportunity. The information contained in this disclosure has not been verified by the state. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

The company selling a business opportunity or the seller shall collect no more than 15 percent of the purchase price. The balance of the purchase price shall be paid into an escrow account, established with a

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.

Section 22(1)-(5) of the Franchise Agreement is hereby deleted in its entirety. For clarity, the following provision in Section 22 of the Franchise Agreement shall remain in full force and effect: "This entire Agreement, including corrections, changes, and all attachments and addenda, will only be binding upon Franchisor when executed or initialed by Franchisor's authorized representative."

## ILLINOIS

~~Sections 4 and 41 and Rule 608~~

Illinois law governs the Franchise Agreement.

~~In conformance with Section 4 of the Illinois Franchise Disclosure Act states, any provision in a franchise agreement that court litigation must take place before Illinois federal or state courts and all dispute resolution arising from the terms designates jurisdiction and venue in a forum outside of this Agreement or the relationship State of the parties and conducted through Illinois is void. However, a franchise agreement may provide for arbitration or litigation shall be subject to take place outside of Illinois law. The FDD, Franchise Agreement.~~

~~Your rights upon Termination and Supplemental Agreements Non-Renewal of an agreement are amended accordingly set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.~~

~~The governing law or choice of law clause described in the FDD and contained in the Franchise Agreement and Supplemental Agreements is not enforceable under Illinois law. This governing law clause shall not be construed to negate the application of Illinois law in all situations to which it is applicable.~~

~~Section In conformance with section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void." The Franchise Agreement is amended accordingly. To the extent that the Franchise Agreement would otherwise violate Illinois law, such Agreement is amended by providing that all litigation by or between you and us, arising directly or indirectly from the Franchise relationship, will be commenced and maintained in the state courts of Illinois or, at our election, the United States District Court for Illinois, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements, and Illinois law will pertain to any claims arising under the Illinois Franchise Disclosure Act.~~

~~Item 17.v, Choice of Forum, of the FDD is revised to include the following: "provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act." or any other law of Illinois is void.~~

~~Item 17.w, Choice of Law, of the FDD is revised to include the following: "provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act".~~

~~The termination and non-renewal provisions in the Franchise Agreement and the FDD may not be enforceable under Sections 19 and 20 of the Illinois Franchise Disclosure Act.~~

~~Section 22(1) (5) of the Franchise Agreement is hereby deleted in its entirety. For clarity, the following provision in Section 22 of the Franchise Agreement shall remain in full force and effect: “This entire Agreement, including corrections, changes, and all attachments and addenda, will only be binding upon Franchisor when executed or initialed by Franchisor’s authorized representative.~~

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

~~Under Section 705/27 of the Illinois Franchise Disclosure Act, no action for liability under the Illinois Franchise Disclosure Act can be maintained unless brought before the expiration of three (3) years after the act or transaction constituting the violation upon which it is based, the expiration of one (1) year after you become aware of facts or circumstances reasonably indicating that you may have a claim for relief in respect to conduct governed by the Act, or 90 days after delivery to you of a written notice disclosing the violation, whichever shall first expire. To the extent that the Franchise Agreement is inconsistent with the Illinois Franchise Disclosure Act, Illinois law will control and supersede any inconsistent provision(s).~~

## INDIANA

Item 8 of the FDD is amended to add the following:

Under Indiana Code Section 23-2-2.7-1(4), we will not accept any rebates from any person with whom you do business or associate in relation to transactions between you and the other person, other than for compensation for services rendered by us, unless the rebate is properly accounted for and submitted to you.

Item 17 of the FDD is amended to add the following:

Indiana Code 23-2-2.7-1(7) makes it unlawful for us to unilaterally terminate your Franchise Agreement unless there is a material violation of the Franchise Agreement and termination is not in bad faith.

Indiana Code 23-2-2.7-1(5) prohibits us to require you to agree to a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Act. The “Summary” column in Item 17.r. of the FDD is deleted and the following is inserted in its place: No competing business for two (2) years within the Territory.

The “Summary” column in Item 17.t. of the FDD is deleted and the following is inserted in its place: Notwithstanding anything to the contrary in this provision, you do not waive any right under the Indiana Statutes with regard to prior representations made by us.

The “Summary” column in Item 17.v. of the FDD is deleted and the following is inserted in its place:

Litigation regarding Franchise Agreement in Indiana; other litigation in Franchisor’s Choice of Law State. This language has been included in this Franchise Disclosure Document as a condition to